



ORIGINAL

State of Nebraska



"Unleashing the Power of Technology"

Proposal for: NG9-1-1 Consulting Services

RFP #5915 Z1

October 2, 2018



**Federal
Engineering®**





FEDENG, Inc.
10600 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

October 2, 2018

Ms. Annette Walton/Ms. Jennifer Eloge
State Purchasing Bureau
1526 K. St. Ste. 130
Lincoln, NE 68508

Dear Ms. Walton and Ms. Eloge:

FEDENG, Inc. (**FE/Kimball**) is pleased to submit this proposal to the State of Nebraska. In subsequent sections, we will demonstrate why **FE/Kimball** is your best choice to fulfill the requirements in RFP 5915 Z1 for 911 Professional Technical Consulting Services, as amended and clarified in the Addenda 1, 2, and 3 dated August 20, September 11, and September 18, 2018 respectively. We gained additional understanding of the State's requirements during the pre-bid conference attended on September 11, 2018.

FE/Kimball is highly qualified to assist with the State of Nebraska's implementation of next generation 911 (NG9-1-1) and provide general consulting services for legacy 911 operations at a competitive and reasonable cost. Our staff are experts in the types of services, functions, and tasks outlined in the RFP. We look forward to supporting the State as your trusted advisor and technical expert during the next five years of NG9-1-1 implementation.

FEDENG, Inc. has added the L.R. Kimball public safety communications consulting practice to our firm, becoming the market leader in public safety. The nation's foremost public safety communications consulting firm now also offers the services of a worldwide leader in NG9-1-1 consulting. With **FE/Kimball**, the State can rely upon one firm for virtually all your consulting needs in NG9-1-1, E9-1-1, PSAP operations and regionalization, CAD/RMS, as well as FirstNet and LMR voice, data, backhaul, broadband, and other emerging LTE communications.

Our Commitment to the State of Nebraska and this Project

FE/Kimball values this opportunity to work with the State of Nebraska to support your citizens and first responders with a state-of-the-art NG9-1-1 system and ESInet. We have worked with 24 states on similar NG9-1-1 projects, as well as regional PSAP consolidation projects.

FEDENG, Inc. has been providing communications consulting services to the State of Nebraska since 1999. We understand your unique environment. **FE/Kimball** has over 50 consultants, specialists, and former first responders dedicated to helping you achieve your goals for the State of Nebraska's Statewide NG9-1-1 project. Over the past 35 years, we have developed the tools, methodologies, and procedures necessary to deliver practical, affordable solutions

Company Name and Address
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10600 Arrowhead Drive
Fairfax, VA 22030
Contact Person
Ronald F. Bosco,
President/CEO
703-359-8200
rbosco@fedeng.com

that meet the needs of your first responders at the lowest cost. Our staff are active leaders and participants in industry groups setting the standards for NG9-1-1.

Emergency communications have evolved into complex and interdependent operating environments and the ever-changing, advancing technology of public safety communications networks and devices. The planning for, and deployment of, a complex 9-1-1 system project has many considerations. These include operations, governance, and systems integration. The successful project will not only achieve milestones in each of the above, it must do so without interruption of emergency response services.

Our staff of experts will work closely with the State of Nebraska NG9-1-1 Public Services Commission to address issues and analyze, plan, procure, and implement the NG9-1-1 and ESInet system. Developing the right integration model is especially critical for making the most efficient use of the State's existing assets. Our actionable recommendations and tightly defined Scope of Work will provide the foundation for successful procurement of an NG9-1-1 system and ESInet that provides the best value for the State's investment and the best service to your citizens.

FE/Kimball's proposal is complete and compliant with the requirements in the RFP and describes, in detail, how we will accomplish the required tasks. Our proposal conforms to all instructions, conditions, and requirements included in the RFP. We have carefully examined all documents, schedules, and requirements included in this RFP and our response addresses each requirement in the format prescribed. *FE/Kimball* possesses all permits, licenses, and professional credentials necessary to perform services as specified in the RFP.

Our senior management team is actively involved in all projects, providing both technical and operational guidance and executive management of the team and our high-quality deliverables.

As the founder of *FE/Kimball*, I will be your contact regarding this proposal and will participate in the negotiation of contractual issues. By my signature, I authorize submission of this proposal and bind FEDENG, Inc., to the terms and conditions of this proposal for a period of 90 days, beginning on the due date for proposals, or longer if *FE/Kimball* is selected and the proposal is included in a contract with the State.

FE/Kimball looks forward to working with the State of Nebraska.

Sincerely,



President and Chief Executive Officer
FEDENG, Inc.



State of Nebraska
Statewide Implementation of NG9-1-1 and As-needed
General Consulting Services for Legacy 9-1-1 Operations

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TAB I—RFP FORM AND SECTION II-IV RESPONSE





State of Nebraska

Statewide Implementation of NG9-1-1 and As-needed General Consulting Services for Legacy 9-1-1 Operations

1 REQUEST FOR PROPOSAL FORM (RFP VI.A.1)

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment. The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html> Further, Sections II through VII must be completed and returned with the proposal response.

As required by the RFP, the RFP for Contractual Services form is provided on the following page.

The balance of this page is intentionally left blank.



REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP. **N/A**

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract. **N/A**

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract. **N/A**

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Federal Engineering, Inc.
COMPLETE ADDRESS:	10600 Arrowhead Drive, Fairfax, Virginia 22030
TELEPHONE NUMBER:	703-359-8200
FAX NUMBER:	703-359-8204
DATE:	09/28/2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Ronald F. Bosco, President and CEO



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2 BIDDER CONTACT SHEET (RFP I.L)

As required by the RFP, the *Bidder Contact Sheet* is provided on the following page.

The balance of this page is intentionally left blank.



Form A
Bidder Contact Sheet
Request for Proposal Number 5915 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	FEDENG, INC.
Bidder Address:	10600 Arrowhead Drive #160 Fairfax, VA 22030
Contact Person & Title:	Ronald F. Bosco, President
E-mail Address:	rbosco@fedeng.com
Telephone Number (Office):	703-359-8200
Telephone Number (Cellular):	703-980-3978
Fax Number:	703-359-8204

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	FEDENG, INC.
Bidder Address:	10600 Arrowhead Drive #160 Fairfax, VA 22030
Contact Person & Title:	Ronald F. Bosco
E-mail Address:	rbosco@fedeng.com
Telephone Number (Office):	703-359-8200
Telephone Number (Cellular):	703-980-3978
Fax Number:	703-359-8204



State of Nebraska

Statewide Implementation of NG9-1-1 and As-needed General Consulting Services for Legacy 9-1-1 Operations

3 TERMS AND CONDITIONS (RFP II)

Bidders should complete Sections II through VI as part of their proposal.

As required by the RFP, *FE/Kimball's* response to Section II through IV are provided on the following pages.

The balance of this page is intentionally left blank.



II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFR			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RCS			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RCS			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RCS			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFZ			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFZ			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFZ			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a

license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any act of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DSB			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DSB			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

N. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

O. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

P. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RCB			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RCB			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.



State of Nebraska
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4 CONTRACTOR DUTIES (RFP III)

As required by the RFP, *FE/Kimball's* response to *Section III—Contractor Duties* are provided on the following pages.

The balance of this page is intentionally left blank.



III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RCB			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RCB			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within (six (6) months of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and six (6) months following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State 911 Director
 Nebraska Public Service Commission
 300 The Atrium, 1200 N Street
 P.O. Box 94927
 Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
LAB			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
LAB			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

In order to maintain a high level of impartiality in this process, the Biddert shall provide a list of any potential conflicts of interest. The Commission understands there is likely a finite number of entities capable of providing the services required. It is also possible these entities may also offer solutions the Commission will be seeking through future RFPs. It is therefore required that all bidders detail any potential conflict of interest specifically in the areas of any contractual or financial relationships with 9-1-1 technology suppliers/vendors, Bidders to this RFP will disclose any client fees within the last 24 months received from a potential solution Vendor. The awarded Contractor will be prohibited from responding to RFP's developed as part of this procurement.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFB			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RF			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RF			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.



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5 PAYMENT (RFP IV)

As required by the RFP, *FE/Kimball's* response to *Section IV—Payment* are provided on the following pages.

The balance of this page is intentionally left blank.



IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

(Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFE			

Invoices for payments must be submitted by the Contractor to the Commission on a monthly basis with sufficient detail to support payment at the hourly billing rate(s) for the personnel who performed the work as set forth in the Cost Proposal submitted by the awarded Contractor. Each Contractor invoice shall include a description of the services performed, broken down by category as set forth in section V of this RFP, including the date(s) of the work performed, name and title of the individual(s) who performed the work, duration of the task performed in quarter hour intervals, and a brief narrative description of the task performed. The total amount invoiced by the Contractor to the State with respect to any Contract Year shall not exceed the Maximum Annual Price set forth for such Contract Year in the Cost Proposal submitted by the Contractor pursuant to Section VII of this RFP; *provided however*, that any unused amounts with respect to a Contract Year may be carried over to the following Contract Year as an increase to such following Contract Year's Maximum Annual Price, as if originally included therein.

The State will pay Contractor ONLY for work actually performed and properly invoiced at the applicable hourly billing rate(s) described in the Cost Proposal submitted by the awarded Contractor. There is no guarantee that the Commission will require sufficient hourly services from the awarded Contractor to meet the Maximum Annual Price with respect to any Contract Year or renewal period.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RFE			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
LAG			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DFB			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DFB			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to

disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one percent (1%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



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TAB II—CORPORATE OVERVIEW RESPONSE





6 CORPORATE OVERVIEW (RFP VI.A.2)

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

6.1 Bidder Identification and Information (RFP VI.A.2.a)

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Corporate Information	
Full Corporate Name	FEDENG, Inc..
Company Headquarters' Address	10600 Arrowhead Drive Fairfax, VA 22030
Entity Organization	Corporation
State of Incorporation	Maryland
Year Organized	1983
Changes to Corporate Name and Form	FEDENG, Inc. is also known as Federal Engineering, Inc. and as FEDENG. Since the addition of the L.R. Kimball public safety communications consulting practice in 2016, the firm informally refers to itself as FE/Kimball for selected opportunities.

Over the last 35 years, **FE/Kimball** has become the nation's leading specialist in state and local public safety systems consulting for state-of-the-art emergency communications systems. Our consultants have assisted hundreds of local and county governments in implementing billions of dollars in public safety technology projects.

We complement our analytical knowledge of public safety facilities, technologies, software, and hardware with practical, hands-on operations experience providing reliable, flexible, and cost-effective solutions to our clients. Our client-based project management approach results in proven and effective methods to lower costs and successfully complete projects to meet your needs.

FE/Kimball is the leader in statewide NG9-1-1 consulting and is currently assisting the states of Montana, North Carolina, Ohio, South Dakota, and Utah in planning their NG9-1-1 future. **FE/Kimball** has assisted numerous clients through successful NG9-1-1 transition projects, and our teams have been directly involved with the majority of the deployed emergency services IP networks (ESInet) throughout the United States. **FE/Kimball's** corporate structure, illustrated in Exhibit 1, exemplifies the breadth and depth of our public safety communications expertise.



FE's philosophy to "exceed client expectations to retain that client for life" has resulted in client retention and repeat business since the firm's inception.





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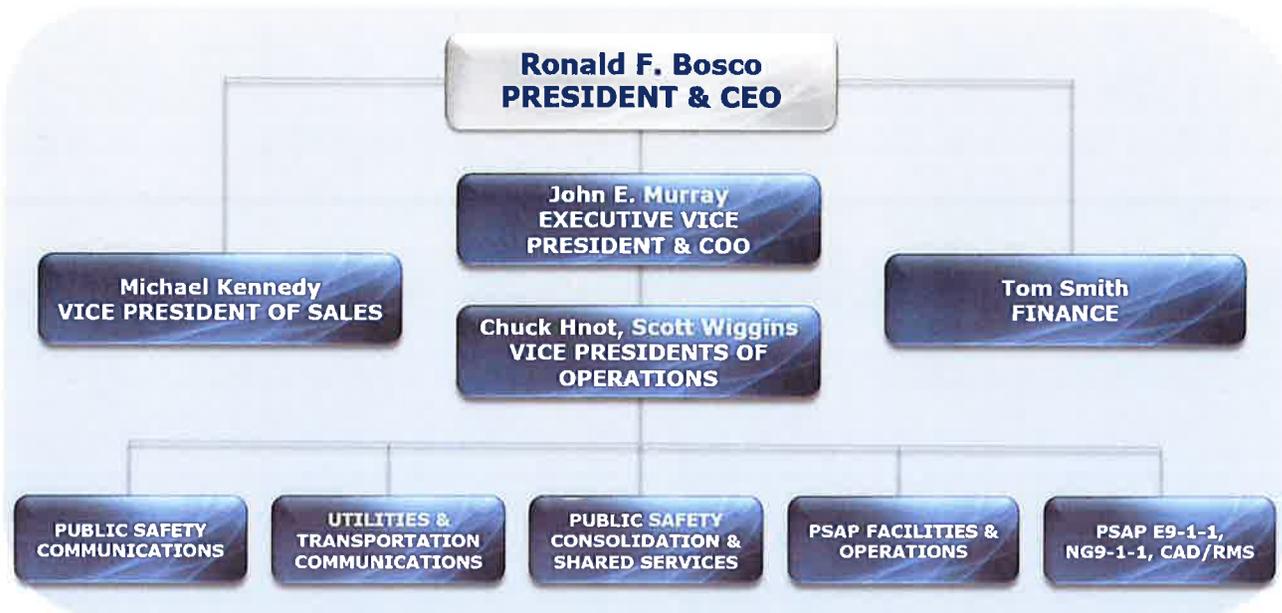


Exhibit 1—FE/Kimball's Corporate Structure

FE/Kimball's corporate capabilities align with Nebraska's Statewide NG9-1-1 Implementation and As-needed Consulting Services.

The adjacent map highlights our nationwide presence, indicating states in blue in which we have supported public safety clients, both state and local agencies, through emergency communications projects to identify needs, develop vendor-neutral RFPs, and implement new public safety systems, including NG9-1-1, CAD, RMS, mobile, and public safety radio. We are proficient in the following services:



- NG9-1-1 and E9-1-1 operations
- PSAP collocations/consolidations
- PSAP operational assessments
- Business process analysis and organizational change
- Continuity of operations (COOP) planning
- Radio systems and interoperability
- Mobile applications
- Networks / mobile infrastructure
- Requirements gathering
- ESInet design and deployment
- PSAP facility analysis
- Project management
- Computer aided dispatch (CAD)
- Records management systems (RMS)
- Disaster recovery planning
- External systems and interfaces
- Regional information sharing
- Mobile hardware and infrastructure
- Networks and storage systems
- Vendor contract negotiations





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- Vendor evaluation and selection
- Voice logging
- Funding assessment and planning
- GIS and CAD mapping
- Interoperability and data integration
- Justice system assessment
- Video systems
- Field surveys and reporting
- Gap identification and analysis
- Governance
- Crime analysis and data analytics
- In-vehicle video systems

Specific to the Nebraska project, **FE/Kimball** has provided, and continues to provide, similar NG9-1-1 and PSAP consulting services to the 24 states, industry associations, and the U.S. Department of Transportation as listed below, as well as hundreds of cities and counties. **FE/Kimball** is adept at customizing our services to fit your needs.

- Indiana Wireless Board
- Michigan State Police
- State of Connecticut
- State of Minnesota
- State of New Jersey
- State of Tennessee
- State of West Virginia
- U.S. Department of Transportation NG9-1-1
- State of Missouri
- State of New Mexico
- Maryland Emergency Number Service Board
- State of Arizona
- State of Kansas NG9-1-1
- State of Delaware
- Pennsylvania Emergency Management Agency
- State of Virginia
- Texas Commission on State Emergency Communications
- National Association of 9-1-1 Administrators
- State of California NG9-1-1
- State of Iowa
- State of Maine
- State of Massachusetts
- State of Oregon
- State of Washington
- State of Montana
- State of Utah

Fully compliant operations in the NG9-1-1 arena starts with the creation of core services and the network with which to interface. **FE/Kimball** team members have a solid background and understanding of NG9-1-1 services, requirements, and infrastructure, especially the NENA-defined core services needed to process a 9-1-1 call on an ESInet, standardized data exchanges, Automated Secure Alarm Protocol (ASAP), and best practices for managing PSAP operations in an NG9-1-1 environment.

Our team has extensive experience and background in statewide ESInet systems. We have participated in NG9-1-1 feasibility studies as well as ESInet roll-outs on a regional as well as a statewide basis. In addition, members of our team actively participate in NENA working groups engaged in developing recommended standards for the 9-1-1 industry. Our engagement with organizations such as NENA, NASNA, APCO, and the IAED enhance the maintenance of our expertise.

6.2 Financial Statements (RFP VI.A.2.b)

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization. If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a





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non-publicly held firm should provide a banking reference. The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist. The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

FE/Kimball's most recent financial statement is provided on the following pages.

A banking reference, including the name, address, and telephone number of the fiscally responsible representative of **FE/Kimball's** financial or banking organization is included as part of the financial statement.

FE/Kimball has no judgments, pending or expected litigation, or other real or potential financial reversals to disclose that might materially affect the viability or stability of the organization. In fact, in its entire 35-year history, **FE/Kimball** has had no judgments, litigation or other real or potential financial reversals.

"The evaluation team for the NC 911 Board indicated...(that) demonstrated experience in designing and implementing IP networks (ESInets,) as well as technical expertise in the areas of GIS, hosted systems, NOC and help desk support were a must. In addition, we wanted a consultant with a strong background in CAD and radio interoperability. Federal Engineering met or exceeded our RFP requirements. We were most impressed with the background of the FE team."

~ State of North Carolina 911 Board

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It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare. If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

FE/Kimball has not had a contract terminated for default or any other reason in our 35-year history.

6.8 Summary of Bidder's Corporate Experience (RFP VI.A.2.h)

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal. The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

- a) The time period of the project;*
- b) The scheduled and actual completion dates;*
- c) The Contractor's responsibilities;*
- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and*
- e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.*

Matrix of Similar Projects

As highlighted in the matrix on the next page, *FE/Kimball* has assisted numerous states, counties, cities, and regions with major public safety systems projects including current capabilities assessments, needs analyses, initial requirements definition, specifications and RFP development, procurement support, and implementation support. Later in this section, we provide narrative descriptions to demonstrate the numerous clients *FE/Kimball* has assisted through successful NG9-1-1 transition projects. Our teams have been directly involved with the majority of the deployed ESInets throughout the United States.

"FE's proven record of achieving consensus and cooperation among disparate groups with diverse regional, discipline-specific backgrounds (e.g., police, fire, emergency medical, emergency management) was a key factor in the firm's selection."

~Captain Todd Misel, Iowa Department of Public Safety





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State Client List	PLANNING	ASSESSMENT	NETWORK DESIGN	DATA SERVICES	PROCUREMENT	FUND SUPPORT	GIS / MAPPING	DEPLOYMENT	REGULATORY	RADIO	OPERATIONS	STRATEGY	9-1-1 / NG9-1-1	BROADBAND	CYBER SECURITY
Client Name															
State of Arizona	✓	✓							✓						
State of California	✓	✓	✓			✓						✓	✓		
State of Colorado	✓	✓													
State of Connecticut	✓	✓									✓	✓			
State of Delaware	✓											✓			
State of Florida	✓		✓		✓				✓				✓		✓
State of Idaho	✓	✓					✓		✓				✓		
Indiana Wireless Board	✓	✓	✓		✓			✓	✓		✓	✓	✓		
State of Iowa	✓	✓	✓			✓		✓				✓	✓		
State of Kansas	✓	✓	✓							✓					
State of Maine	✓	✓		✓		✓			✓		✓		✓		
Maryland Emergency Number Service Board	✓	✓	✓		✓				✓			✓			
Maryland State Police								✓	✓	✓			✓		
Michigan State Police	✓	✓					✓		✓			✓	✓		
State of Minnesota	✓												✓		
State of Missouri	✓	✓							✓	✓		✓			
State of Nebraska										✓					
State of New Jersey				✓		✓				✓	✓			✓	
State of New Mexico	✓	✓	✓		✓							✓			✓
State of North Carolina	✓	✓										✓	✓		
North Dakota University System															✓
State of Ohio	✓	✓	✓								✓		✓		
State of Oklahoma										✓					
State of Oregon	✓											✓	✓		✓
Pennsylvania Emergency Management Agency	✓	✓		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓
State of South Carolina	✓	✓											✓		
State of South Dakota	✓	✓	✓			✓			✓			✓	✓		
State of Tennessee	✓	✓	✓		✓		✓	✓					✓		
State of Utah	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
State of Vermont										✓					
State of Virginia	✓	✓							✓	✓		✓			
State of Washington	✓					✓			✓				✓		
State of West Virginia	✓	✓		✓		✓	✓		✓					✓	
State of Wisconsin									✓						
Texas Commission on State Emergency Communications	✓	✓							✓		✓	✓	✓		✓
Texas Department of Public Safety		✓								✓		✓			





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References from Similar Projects (RFP VI.A.2.h.i)

Provided on the following pages are detailed descriptions for six reference projects. Following the references, we provide a summary matrix detailing **FE/Kimball's** previous projects similar to the size, scope, and complexity of the State of Nebraska's project. All projects shown in the matrix, as well as our project references, were performed as the prime contractor.

Finding an experienced consulting firm to assist with the operational and technical analysis of emergency communications organization, operation, policies and procedures, staff, governance, and systems to optimize operations can be a challenge. The state of Nebraska has been working with a consultant in development of its NG9-1-1 Services Support Plan. **FE/Kimball** will provide fresh insights, with an independent review of the Plan and new perspectives regarding the best path forward to achieve the State's NG9-1-1 objectives. The State of Nebraska will benefit from **FE/Kimball's** unique combination of subject matter expertise, regional experience, and a broad range of system(s) experience as well as our background in system technology, operational impacts, project management, and implementation experience.

Subcontractor Experience (RFP VI.A.2.h.ii and iii)

ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

FE/Kimball does not propose to subcontract any work on this project.

"Federal Engineering has produced and delivered on everything they said they would and actually has gone above and beyond what the RFP asked for by assisting our county with our system and operation which required immediate assistance... Bottom line they are a great company that has the interest of the CLIENT set as NUMBER 1, no exceptions."

~Kevin Whitney, Cortland County, New York





9-1-1 NORTHERN ILLINOIS NEXT GENERATION ALLIANCE NG9-1-1 Consulting Services

NINGA

Scheduled Project Dates

2014 – Present

Contract Value: \$398,500

Relevant Technologies

- NG9-1-1
- 9-1-1 dispatch / PSAP
- ESInet
- GIS

Project Contact

Glenna Johnson
DeKalb County ETSB
9-1-1 Coordinator
150 North Main Street
Sycamore, IL 60178
815-899-4559

GJohnson@dekalbcounty.org

Project Snapshot

- Survey development and distribution
- Site visits
- System diagram development
- RFP development
- System integration

Project Description

FE/Kimball was selected by the 9-1-1 Northern Illinois Next Generation Alliance (NINGA) to provide a full line of NG9-1-1 consulting services and develop a procurement process for a System Integrator to provide a complete NG shared system.

FE/Kimball developed and distributed a comprehensive survey to participating Emergency Telephone Service Board (ETSB) as well as performed site visits to each of the 24 PSAPs to collect important data and build consensus and support for the project. Additionally, **FE/Kimball** developed NG network system diagrams for a complete ten-county system and for each participating county.

FE/Kimball developed an RFP for the ten-county NINGA Region and also developed ten individual RFPs for each participating ETSB for NG9-1-1 functionality. The RFP included a system integrator that would provide 9-1-1 call handling equipment, an ESInet GIS functionality and managed services that interconnect existing PSAP sites throughout the ten-county region.

The shared system interconnects selected NG9-1-1 host sites and/or data centers, as desired and related ESInet infrastructures and PSAP equipment. **FE/Kimball** provided NG9-1-1 application (service) functions and possible options for partitioning or replicating these functions at the regional or local levels with the NINGA participants.

The project is ongoing, with ten counties at different stages of implementation.





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STATE OF SOUTH DAKOTA NG9-1-1 Consulting Services

Project Dates

2013 – Present



Relevant Technologies

- NG9-1-1
- 9-1-1 dispatch / PSAP / CPE
- ESInet
- GIS

Project Contact

Shawnie Rechtenbaugh
State 9-1-1 Coordinator
Office of Emergency Management
Department of Public Safety
118 W. Capitol Avenue
Pierre, South Dakota 57501
605-773-8145
shawnierechtenbaugh@state.sd.us

Project Snapshot

- Review of draft 9-1-1 Master Plan and provide analysis
- Assessment revenue and funding stream
- RFP development support
- Presentation of NG9-1-1 application functions and options
- Proposal review support
- Contract negotiation support
- ESInet management framework study
- Implementation management

Project Description

FE/Kimball was selected by the State of South Dakota to provide NG9-1-1 Consulting Services and complete the South Dakota 9-1-1 Master Plan. This included a thorough review of South Dakota's existing *Draft 9-1-1 Master Plan*, a written analysis of the draft plan and an assessment of South Dakota's current revenue and funding stream.

FE/Kimball provided technical expertise in developing RFPs for NG9-1-1 host/remote call handling equipment, and a completed NG IP infrastructure (ESInet) along with NG9-1-1 redundant host sites that interconnected existing PSAP sites throughout the State. The team provided technical expertise to the State for the development of the RFP for a service provider to manage related GIS data and GIS data maintenance.

FE/Kimball presented NG9-1-1 application (service) functions and possible options for partitioning or replicating these functions at the state, regional or local levels with the State 9-1-1 Coordination Board and selected participants.

FE/Kimball assisted the state in reviewing the submitted responses to the proposals and selecting vendors for CPE, ESInet, system integration and GIS aggregation and maintenance. **FE/Kimball** participated in contract negotiation for contracts which resulted in a reduction in the total cost. An ESInet Management Framework study was completed that assisted the State in setting up a network user group to assist the Board in creating and carrying out policies and procedures as needed throughout the life of the network.

Currently, **FE/Kimball** is serving as the NG9-1-1 implementation project manager for the State. Duties include implementation and oversight of the CPE and ESInet as well as the oversight of the GIS aggregation.





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STATE OF IOWA NG9-1-1 Consulting

Scheduled Project Dates

2015 – 2016

Actual Project Dates

2015 – 2016



Relevant Technologies

- NG9-1-1
- 9-1-1 dispatch / PSAP / CPE
- E9-1-1
- Public safety mobile radio

Project Contact

Mark Schouten
Director of Homeland Security and
Emergency Management
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324
515-725-3231
mark.schouten@iowa.gov

Project Snapshot

- 9-1-1/PSAP environment analysis
- Wireline and wireless assessment and recommendation
- Network benefits analysis
- 9-1-1 workload and PSAP impact analysis and recommendation
- Interoperability assessment and recommendations
- Governance structure and legislative/administrative actions recommendation
- Data center oversight
- Vendor testing oversight

Project Description

FE/Kimball was selected by the State of Iowa to develop a plan that details the deployment and implementation of a statewide NG9-1-1 system. **FE/Kimball** assisted as needed through the implementation by providing oversight supervision of on-site testing at each PSAP designated by the State.

FE/Kimball analyzed the State's current wireline and wireless 9-1-1/public safety answering point (PSAP) environment, including conducting a wireline and wireless assessment and developed a recommendation based on the current funding for the sustainment of a reliable network for the future. Furthermore, **FE/Kimball** conducted an analysis of the current formula for distribution of wireless surcharge funding to the Joint E9-1-1 Service Boards (PSAPs) and an analysis of the benefits of one network versus two networks, including proposed funding models beyond the current structure.

FE/Kimball also conducted an analysis of the impact of the number of PSAPs on the quality of E9-1-1 services if support of 119 PSAPs was continued and developed a recommendation to include regional call centers with local dispatching centers.

FE/Kimball conducted an analysis of the 9-1-1 workload to include non-emergency calls, incidents, and ancillary local duties and responsibilities and staffing of personnel and provided recommendations regarding improving the interoperability of the 9-1-1 communication systems on a local, regional, or statewide basis with the current technology and radio systems being utilized. **FE/Kimball** analyzed and recommended updates to vendor Method of Procedures for testing, migration and deployments, provided oversight for vendor testing, migration and deployment, recommended method updates based upon testing and deployment difficulties, and provided assistance to resolve gaps and miscommunications between client and vendors.





STATE OF SOUTH CAROLINA NG9-1-1 Strategic Planning Services



Scheduled Project Dates

2015 – 2016

Actual Project Dates

2015 – 2016

Contract Value: \$98,177

Relevant Technologies

- 9-1-1 dispatch / PSAP
- NG9-1-1

Project Contact

David Morrison
 Wireless E911 Program Manager
 Revenue and Fiscal Affairs Office
 1000 Assembly Street Suite 402
 Columbia, SC 29201
 803-734-3880
 David.morrison@rfa.sc.gov

Project Snapshot

- Prepare draft strategic five-year plan
- Consensus building with stakeholders
- Legislative recommendations
- Prepare roadmap and timeline
- Prepare operational and funding models

Project Description

The State of South Carolina selected **FE/Kimball** to provide professional consulting services to gather stakeholder input across the state to draft a *South Carolina NG9-1-1 Strategic Five-year Plan*.

The final plan and corresponding recommendations were based on stakeholder feedback regarding current and future needs. Our team's scope of work included:

- Consensus building with the 9-1-1 community of stakeholders at the local and state level
- Guidance and recommendations for legislative changes for addressing changing technology, associated costs and a plan of action to successfully navigate the next five years of provisioning NG9-1-1 in South Carolina
- Roadmap and timeline in support of the recommended comprehensive model to guide operations, improvements and funding of enhanced 9-1-1 systems in the state
- Operational and funding models for the future of 9-1-1 that addressed projected needs of 9-1-1 as it is today and the anticipated and unanticipated future needs of 9-1-1 equipment, network infrastructure, location determination, data sharing and the multitude of applications and devices with which the public expects to be able to access emergency services

Based on the assessment activities listed above, **FE/Kimball** positioned the State of South Carolina for future migration to NG9-1-1 with the preparation of a five-year NG9-1-1 strategic plan.





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STATE OF MICHIGAN

State Police NG9-1-1 Consulting Services

Scheduled Project Dates

2008 – 2014

Actual Project Dates

2008 – 2014



Relevant Technologies

- 9-1-1 dispatch / PSAP
- NG9-1-1
- E9-1-1
- GIS

Project Contact

Harriet Miller-Brown
9-1-1 State Administrator
Michigan State Police
333 South Grand Avenue
Lansing, Michigan 48909-0634
517-243-2075
miller-brownh@michigan.gov

Project Snapshot

- Feasibility study
- Technical recommendations
- Operational recommendations
- Economic recommendations
- Policy, political, and additional recommendations
- 9-1-1 and GIS consulting

Project Description

The **FE/Kimball** team provided the Michigan State Police (MSP) with consulting services culminating in a comprehensive study relative to the feasibility of implementing safety and security solutions geared toward moving the Michigan E9-1-1 system from its current "fixed" (landline-based) system to a more flexible IP-based system, commonly known and referred to as NG9-1-1. The **FE/Kimball** team conducted a feasibility study that contained multiple solutions, and comprehensively and objectively evaluated the following elements, making recommendations on each: technical feasibility (including security), operational feasibility, economic feasibility, and policy, political and additional considerations.

Based on the feasibility study, we conducted additional focus group meetings and prepared an overall NG9-1-1 project plan for the MSP and State 9-1-1 Committee. We provided 9-1-1 and GIS consulting services for the MSP and Michigan's CSS, part of the Michigan Department of Technology, Management and Budget, and leveraged our GIS expertise as it pertains to 9-1-1 and future NG9-1-1 deployments, as it built out a statewide 9-1-1 GIS repository. The **FE/Kimball** team provided the following services to assist with project community outreach:

- Developed GIS database standards (including NG 9-1-1 standards)
- Assessed existing datasets for any necessary data development or data 'gap fill'
- Provided input and analysis of system requirements
- Consulted pertaining to GIS, including 9-1-1 and overall industry standards





LENOIR-JONES COUNTIES, NORTH CAROLINA PSAP Consolidation Requirements, Cost Assessment, Grant Support



Scheduled Project Dates

2012 – 2015

Actual Project Dates

2012 – 2015

Relevant Technologies

- E9-1-1
- CAD
- Voice logging

Project Contact

Roger Dail
 Lenoir County Emergency Svc. Director
 200 Rhodes Avenue
 Kinston, NC 28502
 252-526-6666
 rdail@lenoir.nc.us

Project Snapshot

- Requirements development
- Cost projections
- Grant submission
- Consolidation assessment
- Technology and facility assessment

Project Description

FE/Kimball provided consulting support to develop requirements and cost projections to consolidate emergency communications between two counties. **FE/Kimball** prepared a grant submission to the North Carolina 9-1-1 Board based on the Board's Enhanced 9-1-1 Consolidation Grant Program requirements. Key areas of focus that were used to develop requirements and associated costs for the consolidation assessment and to prepare the state grant application were facilities, technology, management and operations, and governance.

FE/Kimball examined the workload, staffing, support requirements, technology requirements and other entities to be housed in the facilities, operating methodologies and future growth factors. High level security and risk factors for the area and sites were also identified. Cost estimates for the design and construction of the two facilities based on the identified requirements were developed. **FE/Kimball** determined the capability of Lenoir County's CAD, 9-1-1 telephone, voice logging and radio communications systems necessary to support consolidated operations.

FE/Kimball's assessment focused on defining the management and operational requirements for incorporating and consolidating the counties' emergency communications. **FE/Kimball** identified recommendations and requirements for the consolidation that included service levels, services, and programs to be provided based on current and projected workload, staffing, and performance standards.

The team defined how the consolidated PSAP/dispatch center will be organized, managed, and funded. The stated requirements of the state's Consolidation Grant Program were addressed regarding how the consolidation will improve support to public safety operations. **FE/Kimball** prepared the consolidation grant application on behalf of Lenoir and Jones Counties and they were awarded a \$7.4 million grant.





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STATE OF UTAH

NG9-1-1 Consulting Services

Scheduled Project Dates

2018 – 2020

Contract Value: \$199,963



Relevant Technologies

- NG9-1-1
- i3 solutions
- ESInet
- 9-1-1 telephone
- Customer premise equipment

Project Contact

Quinton Stephens
General Counsel/Deputy Director
Utah Communications Authority
5360 Ridge Village Drive
West Valley City, Utah 84118
QStephens@uca911.org

Project Snapshot

- RFP development
- Project assistance and guidance
- Procurement support including contract negotiations
- Contractual or technical decisions and discussions

Project Description

FE/Kimball was selected by the Utah Communications Authority (UCA) to provide NG9-1-1 consulting services, including developing an RFP, providing project assistance and guidance, and contract negotiations, including through the execution of a contract with a selected vendor. **FE/Kimball** brought its previous experience in the state to this project, giving us familiarity and understanding of the State's systems and desired direction of the project.

FE/Kimball provided a comprehensive analysis on the current contracted technologies (systems and infrastructure) to evaluate the extent to which the delivered NG9-1-1 system aligns with industry standards and best practices. Our analysis addressed the ESInet; NENA i3; NFPA 1221; ATIS J-STD-110; NENA NG-SEC cybersecurity for IP-based network emergency services vulnerabilities and risk analysis (acceptance/mitigation) to determine system integration capabilities for these standards and best practices.

Our team developed a request for proposal, developed in two months and released in August 2018. **FE/Kimball** will provide the matrix evaluation based upon high level requirements for selection. We are providing consulting assistance to the UCA during the selection and contract negotiation process.

We will act as the Authority's technical consultant and assist with contractual and technical decisions and discussions with the awarded NG9-1-1 system network provider. Network configuration in conformance with NENA i3 requirements are a high priority, while redundancy and reliability of network infrastructure are at the top of that list.





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Active and Completed <i>FE/Kimball NG9-1-1 Projects</i>		
Client Name/ Location	Project Title and Dates	Details of Work
Illinois Northern Illinois Next Generation Alliance (NINGA)	NG9-1-1 Consulting Services 2014 – 2017	FE/Kimball was selected by the 9-1-1 Northern Illinois Next Generation Alliance (NINGA) to provide a full line of NG9-1-1 consulting services and develop a procurement process for a System Integrator to provide a complete next-generation shared system.
Illinois Winneshago County	Public Safety Systems Technical Consulting Services 2014 – 2017	FE/Kimball completed a series of engagements consisting of an in-depth Consolidation Study and developed a transition plan. Operational components of the plan included staffing and organizational development and transition planning for a two-center consolidated organization under a single umbrella. The team identified and analyzed user requirements of the public safety system, including but not limited to: NG9-1-1, CAD, communications, mapping, RMS, and more.
Iowa State of Iowa	NG9-1-1 Consulting 2015 – 2016	FE/Kimball analyzed the State's current wireline and wireless 9-1-1/PSAP environment, including conducting a wireline and wireless assessment. FE/Kimball conducted an analysis of the current formula for distribution of wireless surcharge funding to the Joint E9-1-1 Service Boards (PSAPs) and an analysis of the benefits of one network versus two networks, including proposed funding models beyond the current structure. FE/Kimball also conducted an analysis of the impact of the number of PSAPs on the quality of E9-1-1 services if support of 119 PSAPs was continued and developed a recommendation to include regional call centers with local dispatching centers.
Montana State of Montana	State 9-1-1 Plan 2018 – Present	FE/Kimball contracted with the state to develop a statewide 9-1-1 plan that included a comprehensive inventory of all 58 PSAPs, priorities for 9-1-1 systems and NG9-1-1 technology deployment, and developing uniform standards for 9-1-1 equipment, hardware, software and future technology. The team also completed designs and plans for deployment of statewide interoperable internet protocol network (i.e., ESInet) using NG9-1-1 technology.
North Carolina State of North Carolina	Next Generation 9-1-1 Consulting Services 2015 – Present	The state released an RFP seeking a solution that meets current 9-1-1 needs, provides an ESInet IP backbone for NG9-1-1 applications, increases PSAP interoperability, and allows for an error-free transition for all primary PSAPs from the current E9-1-1 environment to an NG9-1-1 environment. The NC9-1-1 Board selected FE/Kimball to provide technical services to prepare the RFP(s), assist the Board in reviewing and evaluating proposals received, and other similarly related work including contract negotiation. The FE/Kimball team developed a concept of operations document that described the broad goals, general user needs, and a high-level view of the operating environment that the NC9-1-1 Board is attempting to achieve with the functional system RFPs. This document identified the operational scenarios to be supported and outlined a transition plan for the migration to new functional platforms, and ultimately formed the basis for the general system design and requirements expressed in the RFP to the solution vendors. In addition, a cost analysis was developed to assist the NC9-1-1 Board in understanding the costs estimated for the NG9-1-1 system.





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Active and Completed FE/Kimball NG9-1-1 Projects	
Client Name/ Location	Project Title and Dates
Ohio Clark County	Countywide Dispatch Center Project Management 2017 – Present
Ohio State of Ohio	NG9-1-1 Procurement and Implementation 2017 – Present
South Carolina State of South Carolina	NG9-1-1 Strategic Planning Services 2015 – 2016
South Dakota State of South Dakota	NG9-1-1 Consulting Services 2013 – 2017
Utah State of Utah	NG9-1-1 Consulting Services 2018 – Present
Virginia Spotsylvania County	CAD/RMS Replacement 2016 – 2017

Details of Work

FE/Kimball assisted with designing and planning the Countywide Dispatch Center, including space requirements, security and hazard assessments, and renovation costs. The team oversaw the combining of business rules, policies, and procedures related to an integrated dispatch system and personnel. Equipment and technical requirements, including NG9-1-1, networking, and power redundancy were identified, and a transition plan was developed. The team also participated in drafting the required documents, including any additional RFPs.

FE/Kimball provided NG9-1-1 project consultant services to advise the State of Ohio ESInet Steering Committee on the implementation, operations, and maintenance of a statewide NG9-1-1 System. The team developed an economic and funding options study, analyzed alternative system options, generated an RFP for a statewide NG9-1-1 system, assisted in the assessment of vendor proposals, and participated in the selection process.

The State of South Carolina selected **FE/Kimball** to provide professional consulting services to gather stakeholder input across the state to draft a South Carolina NG9-1-1 Strategic Five-year Plan. The final plan and corresponding recommendations were based on stakeholder feedback regarding current and future needs.

FE/Kimball was selected by the State of South Dakota to provide NG9-1-1 Consulting Services and complete the South Dakota 9-1-1 Master Plan. This included a thorough review of South Dakota's existing Draft 9-1-1 Master Plan, a written analysis of the draft plan, and assessment of South Dakota's current revenue and funding stream.

FE/Kimball was selected to assist the Utah Communications Authority in the development of an RFP to secure a vendor to provide and install an i3-compliant ESInet, as well as a vendor to provide and install an i3-compliant hosted CPE solution that includes a 9-1-1 telephone network.

The County tasked the **FE/Kimball** team to identify and analyze user requirements for all facets of its public safety system, including but not limited to: Computer Aided Dispatch (CAD), NG9-1-1 communications, mapping, Records Management System (RMS), and more. We created a gap analysis of existing systems compared to required systems and provided recommendations on whether to retain the current system or replace with new system.





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Narrative Descriptions of FE/Kimball Relevant Experience

FE/Kimball's philosophy to "exceed client expectations to retain that client for life" sets us apart and has resulted in client retention and repeat business since the firm's inception.

Not only do we design and procure innovative and cost-effective networks, **FE/Kimball** is by your side when it's time to upgrade systems and integrate new technology. Without impacting your operations, **FE/Kimball** supports transitions to network solutions that increase the efficiency of our clients who are facing pressures to deliver information faster than ever before and from advanced communications devices.

NG9-1-1 Planning and Implementation

Our subject matter experts have real-life experience assisting clients transitioning from legacy environments to state-of-the-art technology.

Members of our team have served as Statewide 9-1-1 Directors. We assist with the planning, design,

implementation, operation, and integration of IP-based public safety systems and networks, so that resulting solutions meet industry standards. Nebraska's NG9-1-1 system will interface with an end-to-end statewide ESINet, interconnected and interoperable with multiple regional ESINets, providing advanced capabilities for 9-1-1 call delivery to fully i3 compliant individual PSAPs as well as legacy PSAPs throughout the multi-year transition period.

FE/Kimball provides a complete spectrum of NG9-1-1 consulting services including feasibility studies, strategy and planning services, system convergence, procurement assistance, network design, project management and implementation and systems integration.

FE/Kimball offers an array of specialty services to meet the most pressing needs of our clients: next generation 9-1-1 services, government and regulatory services, local and hosted customer premise equipment (CPE) solutions, and PSAP technology and hands-on operational backgrounds as PSAP directors.

The **FE/Kimball** project team has participated in the development of numerous NG9-1-1 network configurations. We have planned, designed, and assisted with the procurement, implementation, and service management of the resulting networks based upon the National Emergency Number Association (NENA), Association of Public-Safety Communications Officials (APCO), Internet Engineering Task Force (IETF), Alliance for Telecommunication Industry Solutions (ATIS), and ISO standards.

FE/Kimball has had many successful deployments from legacy technology to NENA i3-compliant technology across the country. Our firm is currently working on state NG9-1-1

"The service provided by the Federal Engineering team greatly impacted the success of our project. We are fortunate to build such a strong professional relationship with these dedicated professionals."

*~Don Ash, Henry County, Georgia
Director of Emergency Management*





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migrations in Ohio and with multiple county systems in Illinois. Our technical consultants have working relationships with the major ILECs, wireless carriers, and voice over internet protocol (VoIP), and customer premise equipment (CPE) providers, which provide for efficiencies in the implementation of the 9-1-1 plan.

ESINet Planning and Implementation

Network Consulting Services—The network consulting *FE/Kimball* provides facilitates a smooth, seamless experience as communications platforms migrate to fully standard-compliant IP-enabled networks. *FE/Kimball's* diverse service offering provides clients with operational and technical expertise, ensuring a safe, reliable transition with minimal down time and a smooth deployment.

Needs Assessment/Feasibility Analysis—The first step in the migration to IP-based telecommunications is high-level assessment of the State's needs. Delivered by trained and experienced network consultants, a feasibility analysis examines the current technology environment and incorporates your vision to determine the operational and functional requirements that must be met. A significant amount of time is spent understanding your unique environment and specific requirements. *FE/Kimball* uses the findings from the needs assessment to begin to conceptualize the future network design.

Network Strategy and Planning—*FE/Kimball's* network strategy and planning services develop a roadmap to build a forward looking, flexible and dynamic IP-enabled, next generation network aligned with your 9-1-1 goals. Highlights of this service include the following:

- The amount of bandwidth required to meet your current and future needs
- Network capacity that incorporates customer premise equipment
- The supports of on-site emergency service applications
- The delivery of a conceptual network diagram essential for vendor procurement

Converged Network Planning and Design—Working with *FE/Kimball* means more than just networking expertise. *FE/Kimball* brings 35 years of experience supporting critical operations and technology, providing clients with a holistic, integrated approach that results in more innovative solutions. *FE/Kimball's* expertise in converging technology enables us to elevate disparate, costly and redundant legacy networks onto one common and cost-effective platform. *FE/Kimball's* services span the entire network's lifecycle, beginning with planning and strategic road mapping, design and implementation, and monitoring and management services.

Education and Experience with i3 Systems

The *FE/Kimball* subject matter experts have thorough knowledge of the current state of i3 system features and equipment, as well as compatibility issues with various vendor solutions, both i3 and non-i3 compliant systems, gained from projects highlighted in the preceding section and featured on their resumes. The table below summarizes our team member's expertise in each key area of mandatory experience for Nebraska's project.





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Knowledge and Skill Sets	Nagle Director	Parry Program Director	Strom PM/GIS SME	Kaizumi NG9-1-1 SME	Paniak ESInet SME	Hopkins NG9-1-1 ESInet SME	McCloskey CPE and Specs SME	Contois Policy SME
Project management of NG9-1-1 projects	✓	✓	✓	✓				
9-1-1 service system design and development	✓	✓	✓	✓	✓	✓	✓	✓
Development of NG9-1-1 core services (LVF, ECRF, PRF, ESRP, BCF)	✓	✓	✓	✓	✓	✓	✓	
Planning, implementation, and migration to NG9-1-1	✓	✓	✓	✓	✓	✓	✓	✓
GIS planning, development and maintenance			✓	✓	✓			
PSAP operations policy and procedure development, training, and education	✓	✓	✓	✓	✓	✓	✓	✓
Standards, specifications, and RFP for NG9-1-1 call handling equipment	✓	✓	✓	✓	✓	✓	✓	✓
Funding considerations and legislative recommendations	✓	✓	✓	✓	✓	✓	✓	✓
Evaluation of PSAP technical needs	✓	✓	✓	✓	✓	✓	✓	✓
Call handling equipment selection	✓	✓	✓	✓	✓	✓	✓	✓
Evaluation of vendor presentations	✓	✓	✓	✓	✓	✓	✓	✓
Text-to-911 design and deployment	✓	✓		✓			✓	
IP and PSTN network configuration		✓		✓	✓		✓	
Network security and vulnerability	✓	✓	✓	✓	✓	✓	✓	
Telecommunicator training	✓	✓		✓			✓	✓
Statewide ESInet design and implementation experience	✓	✓	✓	✓	✓	✓	✓	

NG9-1-1 Industry Technical Standards

FE/Kimball has been a leader in the public safety industry for 35 years. We are active in many industry Standards Development Organizations (SDO), including NENA, National Fire Protection Association (NFPA), Association of Public-Safety Communications Officials (APCO), Alliance for Telecommunication Industry Solutions-Emergency Service Interconnection Forum (ATIS-ESIF), Telecommunications Industry Association (TIA) standards activities, and Internet Engineering Task Force (IETF).

FE/Kimball's Chief Consultant serves on the Board of Directors of the NG9-1-1 Institute. Our experts regularly speak at NENA, APCO, and IWCE conferences. We are respected members of





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the public safety community, chair national committees, and have had papers published by professional organizations. Our consultants have been appointed by RadioResource Media Group to the *MissionCritical Communications* magazine editorial advisory board and by APCO to their International Commercial Advisory Council.

FE/Kimball staff members are heavily involved in APCO, NENA, CAD integration standards, industry roundtables and PSAP best practices workshops, Telecommunications Industry Association (TIA) standards activities, the National Public Safety Telecommunications Council (NPSTC), National Fire Protection Association (NFPA), Project 25 Technology Interest Group (PTIG), and the Federal Partnership for Interoperable Communications (FPIC). Members of our team actively participate in NENA working groups that are engaged in developing recommended standards for the 9-1-1 industry.

Our engagement with industry leaders and our presence and involvement in these organizations combines a real-world perspective substantiating operational and technical issues to the industry while providing a voice for our clients.

NG9-1-1 Procurement

FE/Kimball's procurement support services alleviate the pressures that clients face when they develop and evaluate requests for proposals from network suppliers, system vendors and service providers. This service leverages **FE/Kimball's** experience and strength working with vendors and results in a better procurement experience and a network solution tailored to the exact needs of our clients. Working with **FE/Kimball** often results in better advantaged pricing, greater procurement process efficiency, and greater oversight of spending, as well as improved long-term service levels.

FE/Kimball assists with the pre-proposal conference, responding to vendor questions via addenda, and establishing the evaluation criteria and vendor evaluation scoresheet. We conduct an independent, unbiased review of vendor proposals for technical compliance to the RFP technical specifications and summarize our findings to the client.

"FEDENG successfully completed previous phases of our project which included performing a needs assessment, assessing system alternatives, developing a preliminary implementation schedule, and generating an RFP for acquisition of the new system. The firm also provided MERA with expert technical and solicitation support, assisted with vendor proposal evaluations and supported contract negotiations with the selected vendor. FEDENG did a great job representing Marin's interests and we felt their continued participation would serve the County well."

~Pat Echols, Marin County, California Assistant Director of Public Works and MERA Operations Officer

FE/Kimball provides experienced contract negotiations support. Our specialists have considerable experience negotiating public safety communications systems, equipment, and services, with a proven track record of saving millions of dollars for our clients. Because of

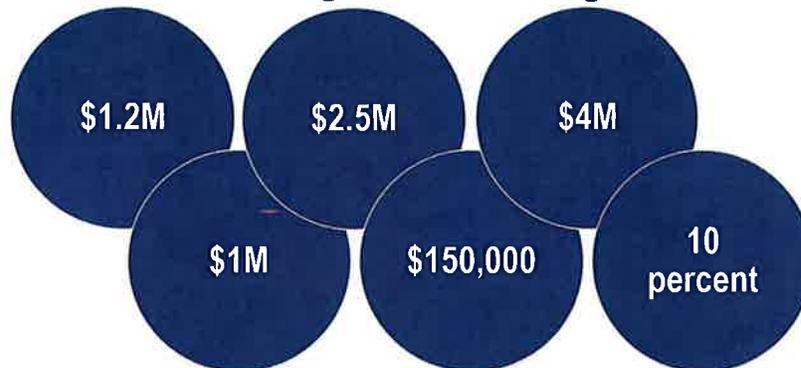




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their dealings with vendors on a regular basis, they have insights into vendors' negotiation methods and practices and can assist in resolving disputes. For example, *FE/Kimball* saved the City of El Paso approximately 10 percent of the system costs as a result of our involvement and in one of our current county projects in Virginia, our negotiations resulted in a savings of approximately 40 percent of the total cost of the system.

FE Negotiated Savings



"FE's technical expertise in dealing with our vendor was outstanding. Their vendor negotiation experience proved invaluable, resulting in a significant savings for the city over the course of the project. In one case alone, they saved us over \$150,000!"

~City of Newport News, Virginia

GIS Planning, Development, and Maintenance

GIS data plays a critical role in the successful implementation and operation of an i3 NG9-1-1 geospatial routing solution. NENA i3 guidelines and processes focus on the use of GIS data to support the location validation function (LVF) and ECRF critical to emergency call processing within the NG9-1-1 environment. GIS data has been traditionally maintained and utilized by local 9-1-1 authoritative agencies primarily as a means of reference within their 9-1-1 map display and address/master street address guide (MSAG) management applications. With the advent of NG9-1-1, GIS now represents a core function within the overall NG9-1-1 solution. Critical to this core function is the accuracy and integrity of GIS data as it is aggregated and maintained for use within the NG9-1-1 GIS routing solution.

Multi-State Experience for NG9-1-1 and ESInets

FE/Kimball is currently assisting the states of Montana, North Carolina, Ohio, South Dakota, and Utah in planning their NG9-1-1 future. Our team has extensive experience and background in statewide ESInet systems. We have participated in NG9-1-1 feasibility studies, as well as ESInet roll-outs on a regional and statewide basis.





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FE/Kimball has planned and designed networks comprised of multiple layered solutions that are interoperable with existing systems and can also accommodate enhancements in technology. ESInet and NG9-1-1 networks are built to connect devices. These networks evolve quickly as vendors provide new services and products that displace systems that did not support new and enhanced capabilities.

6.9 Summary of Bidder's Proposed Personnel/Management Approach (RFP VI.A.2.i)

The bidder should present a detailed description of its proposed approach to the management of the project. The bidder should identify the specific professionals who will work on the State's project if the bidder is awarded the contract resulting from this RFP. The names, titles and hourly billing rates of each member of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals. Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

The State of Nebraska will benefit from our proposed team's considerable expertise in NG9-1-1. *FE/Kimball* has an unsurpassed reputation for exceeding client expectations by providing straightforward, high quality, and independent solutions employing highly collaborative relationships.

The team members for this project, shown below in Exhibit 2 were chosen for their prior experience with projects similar to that of the State of Nebraska.

FE/Kimball is not subcontracting any of the tasks for this project.





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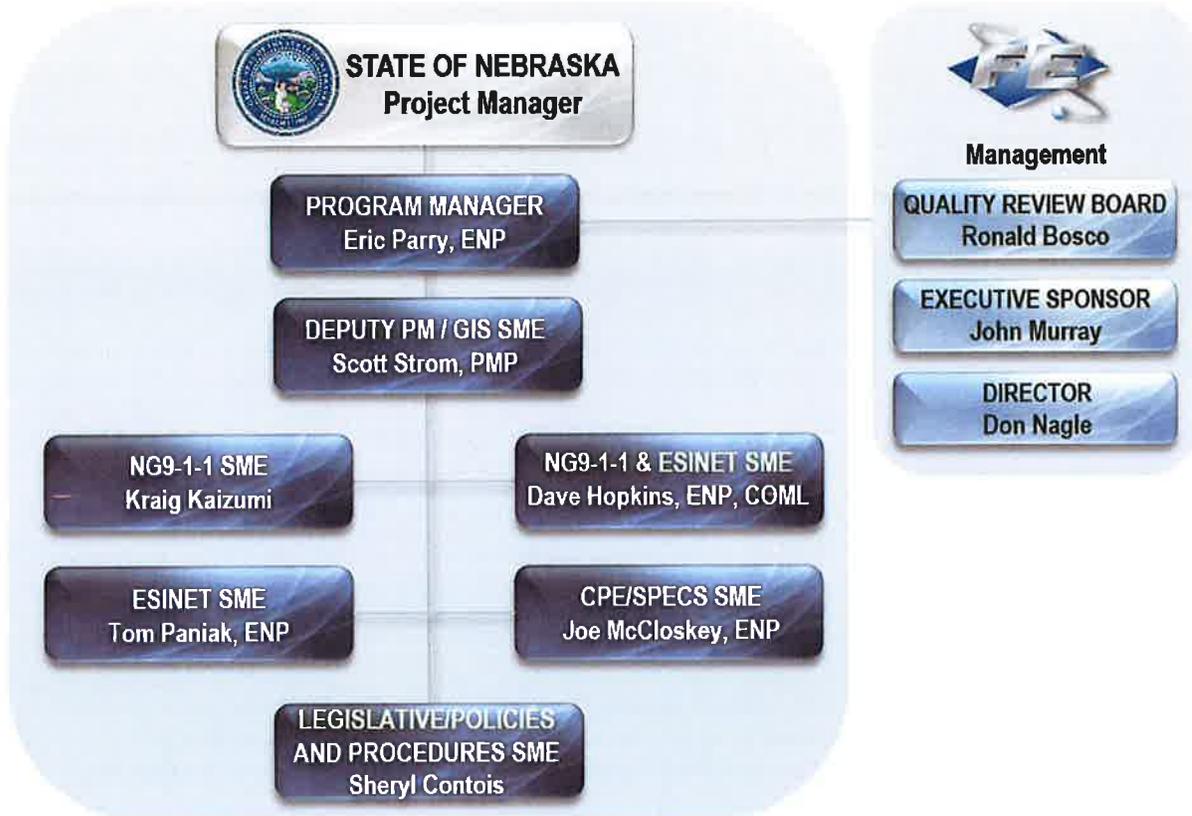


Exhibit 2—Project Organization Chart

The FE/Kimball team brings a wealth of public safety communications experience to Nebraska's project.

As shown in the table below, the comprehensive background of our staff will serve Nebraska well.

Name	Title	Years of Experience	Sample Similar Project/Client List, Last 5 Years
Don Nagle	Director	40+	<ul style="list-style-type: none"> • Seattle (Washington) Public Safety Consulting Services • State of Utah NG9-1-1 • State of New Mexico 9-1-1 Audit • Massachusetts State Police Director of Telecommunications
Eric Parry	Program Manager	30+	<ul style="list-style-type: none"> • Utah Statewide NG9-1-1 Director • State of Montana NG9-1-1 Consulting
Scott Strom	Deputy Program Manager / GIS SME	26	<ul style="list-style-type: none"> • State of South Dakota NG9-1-1 and GIS Consulting • State of California E9-1-1 and GIS Project
Kraig Kaizumi	NG9-1-1 SME	30+	<ul style="list-style-type: none"> • State of Utah NG9-1-1 • NGA 911, Inc. • Frontier Communications





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Name	Title	Years of Experience	Sample Similar Project/Client List, Last 5 Years
Dave Hopkins	NG9-1-1/ESINET SME	30+	<ul style="list-style-type: none"> Steuben County, New York 9-1-1 Director Southern Tier Network Consulting Regional ESInet
Tom Paniak	ESInet SME	15	<ul style="list-style-type: none"> State of Utah NG9-1-1 Bell Canada, 9-1-1 Network Architect and 9-1-1 Surveillance and Maintenance Center Manager Integrated Public Safety Technologies Malaysian Emergency Response System Review
Joe McCloskey	CPE/ Specifications SME	30+	<ul style="list-style-type: none"> State of Utah NG9-1-1 Weber County, Utah Facility and Technology Study Gwinnett County, Georgia CAD/RMS and Real-Time Crime Center
Sheryl Contois	Legislative / Policy & Procedures SME	27	<ul style="list-style-type: none"> City of Paducah, Kentucky, Senior Consultant, 9-1-1 Replacement Process Silicon Valley Regional Interoperability Project (SVRIP), Santa Clara County, California New York City Mayor's Office of Citywide Emergency Communications Fire Department of New York (FDNY) CAD System

Additional details and background for each team member can be found in their resumes on the following pages. The depth of our experience enables us to apply a holistic, integrated approach to the State of Nebraska's issues, resulting in innovative solutions. Our staff's years of training, experience, and participation in various industry organizations means that our subject matter experts are unequalled in their ability to identify issues and challenges and are highly skilled at developing creative yet affordable solutions to these challenges.

Name	Title	Primary Work Assignments	Hourly Rate
Don Nagle	Director	Serve as QA/QC, review all draft and final reports, act as point of contact on all project matters, work with the Program and Project Managers and client to validate deliverables and monitor schedule and budget	\$233
Eric Parry, ENP	Program Manager	Manage the overall program, including meetings, conference calls, team structure, and project strategy/planning. Communicate project status and technical data with stakeholders. Present project recommendations to executives. Manage each phase of the project, both technical and administratively.	\$195
Scott Strom, PMP	GIS SME / Deputy PM	Manage day-to-day administration project. Support the program manager as requested with logistics. Manage project to maintain adherence to contractual requirements and deliverables. Act as the GIS specialist and provide overall technical assistance on GIS tasks.	\$195





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Name	Title	Primary Work Assignments	Hourly Rate
Kraig Kaizumi	NG9-1-1 SME	Act as NG9-1-1 specialist and provide overall technical assistance	\$195
Dave Hopkins, ENP, COML	NG9-1-1 and ESInet SME	Act as NG9-1-1 and ESInet specialist and provide overall technical assistance	\$195
Tom Paniak, ENP	ESInet SME	Act as ESInet specialist and provide overall technical assistance	\$195
Joe McCloskey, ENP	CPE/ Specifications SME	Serve as CPE / specifications specialist and provide overall technical assistance	\$195
Sheryl Contois	Legislative / Policies and Procedures SME	Serve as legislative / policies and procedures specialist and provide overall technical assistance	\$195

Our project management and technical personnel have refined verbal and written communications skills. We are particularly sensitive to the intricacies of dealing with non-technical government officials. Our consultants have appeared before the U.S. Congress, governors, and other elected officials. Our personnel have also provided expert testimony to many state agencies, regional consortiums, and a host of local government agencies and supervisors. Only through such diverse experience can a consulting firm develop the sophistication necessary to effectively communicate complex technical and operational issues to lay people.

6.10 Resumes and References for Team Members

In the table below, we present three references for each employee, complete with name and contact information.

Name	Reference 1	Reference 2	Reference 3
Don Nagle	Brian Maxey Chief Operating Officer Seattle Police Department 610 5th Avenue Seattle, WA 98104-1900 206-684-5769 brian.maxey@seattle.gov	William J. Bratton Executive Chairman/ Senior Managing Director Teneo Risk 280 Park Avenue 4th floor New York, NY 10017 Office 212-886-9314 Mobile 917-690-2768 William.bratton@teneo-risk.com	Edward Davis CEO Edward David LLC 2 Atlantic Avenue 3rd Floor Boston, MA 02110 Office 617-720-6250 Direct 617-594-3650 edavis@eddavisllc.com





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Name	Reference 1	Reference 2	Reference 3
Eric Parry	Dr. Jeff Clawson, MD Priority Dispatch 110 South Regent Street, Suite 500 Salt Lake City, UT 84111 800-363-9127	Glenna Johnson 9-1-1 Coordinator DeKalb County ETSB 150 North Main Street Sycamore, IL 60178 gjohnson@dekalbcounty.org 815-899-4559 Project: Northern Illinois Next generation Alliance (NINGA) Project: NG9-1-1 ESInet and CPE Implementation Oversight	Rob Jackson State 9-1-1 Program Coordinator 30 East Broad Street Columbus, OH 43215 (614) 728-2114 rob.jackson@das.ohio.gov
Scott Strom	Shawnie Rechtenbaugh Office of Emergency Management 118 W. Capitol Avenue Pierre, SD 57501 605-773-8145 shawnie.rechtenbaugh@ state.sd.us Project: State of South Dakota NG9-1-1 Implementation Support and Oversight	Glenna Johnson 9-1-1 Coordinator DeKalb County ETSB 150 North Main Street Sycamore, IL 60178 gjohnson@dekalbcounty.org 815-899-4559 Project: Northern Illinois Next generation Alliance (NINGA) Project: NG9-1-1 ESInet and CPE Implementation Oversight	Melanie Crittenden 9-1-1 Division Director Utah Comm. Authority 5215 Wiley Post Way #550 Salt Lake City, UT 84116 801-840-4223 mcrittenden@uca911.org Project: State of Utah NG9-1-1 ESInet and Hosted Call Handling RFP Development
Kraig Kaizumi	Ron Bloom 911 Services Manager Frontier Communications 708-224-6483 rbloom@nena.org	Patrick Corley Executive Director Brazos County Emergency Communications District 101 Regent Ave, Bryan, TX 77803 979-779-0911 pcorley@bc911.org	Tony Cannon, Director Metcom-McLean County 911 Communications Center 2411 E. Empire. Bloomington, IL 61704 (309) 663-9911
Dave Hopkins	Heinz Diehl 911 Operations Manager NY, PA Frontier Telephone 3441 W Henrietta Rd. Rochester, NY 14623	Steve Manning CEO Southern Tier Network 8 Dennison Parkway Suite 310 Corning, NY 14830	John Merklinger Past President NYS 911 Coordinator's Association Former 911 Director City of Rochester, New York and Monroe County, New York 52 Black Creek Dr. Rochester, NY 14624 585-314-3849 Jmerklingerjr@ rochester.rr.com





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Name	Reference 1	Reference 2	Reference 3
Tom Paniak	Renée Doiron Manager Emergency Services Policy Canadian Radio-Television Telecommunications Commission 819-997-2755 renee.doiron@crtc.gc.ca	Fadi Dabliz Director 9-1-1 Emergency Services, Bell 1-877-323-4911 fadi.dabliz@bell.ca	Holly Barkwell, P.C.T., C.E.T., BScB/M, ENP BH Group Inc., President & CEO NENA Canadian Region Director hbholland@bhgroup.ca
Joe McCloskey	Leigh Sterrenberg 911 Division Administrator Rockford Fire Department 204 S. 1st Street Rockford, IL 61104 O- 815-987-5783 C- 815-218-2358	Bobbie Magee, PMP Project Manager Information Services 9119 Dean Ridings Lane Spotsylvania County, VA 22553 O- (540) 507-7977 C- (540) 388-9406	Melanie Crittenden 9-1-1 Division Director Utah Comm. Authority 5215 Wiley Post Way #550 Salt Lake City, UT 84116 801-840-4223 mccrittenden@uca911.org
Sheryl Contois	Lynne Johnson Chief of Police (Ret) Palo Alto Police Department 275 Forest Avenue Palo Alto, CA 94301 408-899-2573 lej16@comcast.net	Charles Cullen Technical Services Director Palo Alto Police Department 275 Forest Avenue Palo Alto, CA 94301 650-329-2331 Charles.cullen@cityofpalo.org	Christopher Carver Public Safety Director National Emergency Number Association 1700 Diagonal Road Suite 500 Alexandria, VA 22314 202-618-5998 ccarver@nena.org

We include resumes for our proposed team members beginning on the following page, including additional details and background for each team member.

"The Federal Engineering team was instrumental in developing a viable solution to improve the Merced County interoperability system. We were very satisfied with their performance on the project and found them to be very responsive and professional."

~Merced County, California

6.11 Subcontractors (RFP VI.A.2.j)

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract;
- iv. hourly billing rates to be charged with respect to work performed by subcontractors; and
- v. total percentage of subcontractor(s) performance hours.

FE/Kimball does not propose to subcontract any of this project.





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DONALD C. NAGLE

Project Director



EDUCATION

- Associate, Criminal Justice, Northeastern University
- Administration of Law & Justice, University of Massachusetts-Lowell

AREAS OF EXPERTISE

- E9-1-1 and NG9-1-1
- Emergency Communications Centers and Public Safety Answering Points
- CAD / RMS
- Dispatch operations
- Public safety mobile radio
- 700 / 800 MHz

GENERAL BACKGROUND

Mr. Don Nagle is a senior public safety communications consultant with proven experience in many fields, including time with major public safety organizations in Massachusetts. Mr. Nagle held leadership positions in the public safety software and the wireless technology industry. He is uniquely qualified to provide direction, leadership and vision in public safety technology.

Mr. Nagle has evaluated functional and operational models of current CAD/RMS, 9-1-1 network, staffing, and communications center command structures, and analyzed existing dispatch systems and processes. Additionally, as director of telecommunications for the Massachusetts State Police, he centralized command and control centers for each troop and regional E9-1-1 PSAP for over 50 cities and towns providing interoperability between state and local public safety agencies.

RELEVANT PROJECT EXPERIENCE

State of Utah

- Utah NG9-1-1 Consulting and Project Management

State of Ohio

- Ohio NG9-1-1 Implementation Oversight
- Clark County Countywide Dispatch Center Planning, Design, and Procurement

State of Massachusetts

- Massachusetts State Police Statewide Radio and PSAP Consolidation Consulting
- Metropolitan Boston Police Department 800 MHz Radio and Mobile Data System Implementation
- Harvard University Police Department, MIS Coordinator
- Emergency Telecommunications Board Network Design and Implementation Standards Definition

State of Washington

- Seattle Police Department CAD/RMS Technical and Operational Needs Assessment

State of Florida

- City of Miami Police Department Closed Circuit Television (CCTV) Infrastructure Assessment Project

Commonwealth of Kentucky

- City of Paducah CAD Contract Negotiations Support

State of New Mexico

- New Mexico 9-1-1 Billing Review

PROFESSIONAL ORGANIZATIONS

- National Public Safety Planning Advisory Committee Planning Committee
- Massachusetts ETS, Standards Board
- Massachusetts ETS, Training Committee

TRAINING AND CERTIFICATIONS

- Public Safety Communications, University of Delaware, Wilmington, Delaware





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ERIC PARRY, ENP
Program Manager



EDUCATION

- Bachelor of Emergency Management
- Electronics Engineering, Northern Alberta Institute of Technology

AREAS OF EXPERTISE

- 9-1-1, NG9-1-1
- Public safety communications
- Law enforcement
- CAD, police, fire, and emergency medical call processing models
- System implementation
- Communications centers
- System reviews

GENERAL BACKGROUND

Mr. Eric Parry has 47 years of public safety communications experience, including 20 years of consulting in developing solutions for public safety clients. He has a law enforcement background, and experience in public safety management, including communications center forensic reviews, all aspects of 9-1-1 implementation, as well as systems including computer aided dispatch, police, fire, and emergency medical call processing models. Mr. Parry developed the first police-based structured protocol call processing system for PSAPs. He has consulted in the United States, Malaysia, Argentina, Hong Kong, the United Kingdom, and Canada, where he managed the operation of 30 PSAPs throughout British Columbia. Mr. Parry also participated in a major 9-1-1 implementation in the City of St. Albert, Alberta, where he was tasked with emergency communications related matters, and, in particular, establishing hiring and training standards for telecommunicators.

RELEVANT PROJECT EXPERIENCE

State of Colorado

- State of Colorado NG91-1 System Review

State of Texas

- North Central Texas Council of Governments (NCTCOG) Next Generation 9-1-1 Strategic Planning services

State of Maine

- State of Main Statewide Protocol Use and Effectiveness Review

State of Utah

- National Academies of Emergency Dispatch, Salt Lake City, UT Protocol, QA, and Automated Systems Consulting

City of Washington, DC

- Office of Unified Communications Police Call Processing Implementation

NENA Course Writer and Instructor

- Achieving Excellence in 9-1-1 Center Management
- Converging Technologies
- Introduction to Wireless Technology
- Introduction to VoIP
- NG9-1-1 for Telecommunicators
- Introduction to Next Generation 9-1-1
- Leadership in 9-1-1
- Introduction to PSAP Technology

CERTIFICATIONS AND TRAINING

- Emergency Number Professional (ENP)
- International Academies of Emergency Dispatch (IAED) Police Quality Assurance
- IAED Police, Fire, and Medical Dispatch
- IAED Protocol Instructor
- IAED ProQA Software Instructor

PROFESSIONAL ORGANIZATIONS

- National Emergency Number Association (NENA), Utah Chapter
- NENA Education Advisory Board, Past Chair
- Past President, NENA British Columbia
- IAED College of Fellows





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SCOTT STROM, PMP
GIS SME / Deputy PM



EDUCATION

- Bachelor of Science, Real Estate, The Pennsylvania State University, 1989

AREAS OF EXPERTISE

- Project management
- Strategic development
- Operations, staffing, and training
- Geospatial data systems and processes
- NG9-1-1 GIS
- RFP specifications development
- NG9-1-1 management and oversight
- GIS base map development
- Resource and capacity planning
- Staff development
- E9-1-1/Public Safety GIS Database Development

GENERAL BACKGROUND

Mr. Scott Strom has 27 years of broad experience spanning the public safety, geospatial, mapping, data management, and Web-hosting/application spectrum. As a senior project and operations manager, he has led project teams and contributed to the success of numerous public safety projects, especially those involving NG9-1-1.

Mr. Strom specializes in the application of project management best practices in the public safety, local government, and private sectors. Scott provides an internal and external leadership focus to the management and delivery of client projects and services through a skilled and motivated project delivery team and structure.

Scott's experience includes strategic development, project planning, project delivery, project reviews, resource and capacity planning, contract management, staff development, budget and financial management and client maintenance.

RELEVANT PROJECT EXPERIENCE

State of Illinois

- Henry County 9-1-1 Consolidation Feasibility Study

State of South Dakota

- South Dakota NG9-1-1 Assessment, Planning, Procurement, and Project Management

State of California

- California NG9-1-1 GIS Data Development and Maintenance

State of Ohio

- Ohio NG9-1-1 Implementation Oversight

State of Utah

- Utah NG9-1-1 Consulting and Project Management

State of Missouri

- Pulaski County PSAP Operations Readiness Audit and Oversight

State of Florida

- City of Miami Police Department Closed Circuit Television (CCTV) Infrastructure Assessment Project

State of Washington

- Seattle Police Department CAD/RMS Technical and Operational Needs Assessment

PROFESSIONAL ORGANIZATIONS

- Project Management Institute (PMI)

LICENSES & CERTIFICATIONS

- Project Management Professional (PMP)





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KRAIG KAIZUMI
 NG9-1-1 SME



EDUCATION

- Bachelor of Science, Business Administration & Economics, Westminster College
- Master of Science., Management, Westminster College

GENERAL BACKGROUND

Mr. Kaizumi is a client-oriented executive with over 30 years progressively responsible, fast track managerial experience in business-to-business, high profile clients, territory management, business development, and Public Safety. He has strong communications and presenting skills, resulting in successful and effective management and balance of both client and company objectives.

RELEVANT PROJECT EXPERIENCE

NGA911 Inc, Beverly Hills, California, Chief Sales Engineer Officer

- Provided network cloud-based emergency call routing function (ECRF) software
- Worked with sales team in all facets of sales process to provide necessary Network and Engineer functions to close sales

Frontier Communications, Tremonton, Utah, 9-1-1 Project Manager/Engineer

- Upgraded new 9-1-1 CPE equipment, moved existing Legacy Network for 11 PSAP's in Western and Eastern Arizona
- Implemented first SMS Messaging System for Frontier Communications; the second installation for vendor who used this project to build process and procedures on future installations.

Sky Satellite, Salt Lake City, Utah, Regional Director

- DirectTV's top preferred key system operator in Utah
- Provided solutions for large commercial application of any size, mixed-use, and multiple dwelling units
- Managed high profile B2B major accounts with decision makers at the executive level with Presidents, Senior Vice Presidents, Vice Presidents, CFO, COO, and Directors

Wireless Facilities Inc (WFI), Seattle, Washington, Senior Lead Project Manager

- Provided telecommunications outsourcing in designing, deploying, integrating, and managing wireless networks and specialized security systems
- Analyzed competitor information to identify advantages, shortcomings and opportunities by project managing Cingular Wireless with building 192 wireless towers

AREAS OF EXPERTISE

- 9-1-1 Public Safety equipment and network installations
- Large scale project management
- PSAP consolidation
- Contract negotiations
- Broadband/Wireless communications
- Technical support

OTHER STRENGTHS

- Data-based decision making
- Competitive landscape knowledge
- Long-term relationship building
- Effective presentation skills





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DAVE HOPKINS, ENP, COML

NG9-1-1 and ESInet SME



EDUCATION

- Bachelor of Arts, Organizational Management, University of Phoenix
- Business and Criminal Justice course work, University of Portland & West Valley College

AREAS OF EXPERTISE

- NG9-1-1
- Public Safety Answering Points
- Systems deployment & implementation

GENERAL BACKGROUND

Mr. Dave Hopkins has 35 years of experience in diverse public safety communications environments. He is an NG9-1-1 specialist, and has worked with various public safety answering points, including having served as 9-1-1 director for Steuben County, New York.

Mr. Hopkins is a past president of the New York NENA chapter, past vice president of New York State 9-1-1 Coordinators, and is an active member with both the New York State NG9-1-1 Working Group and the Cohocton Fire Department. This intimate, first-hand knowledge of 9-1-1 systems serves to benefit each client with whom he works.

RELEVANT PROJECT EXPERIENCE

Steuben County 9-1-1, Bath, New York 9-1-1 Director

- Managed daily operations and \$3 million budget of the PSAP serving the 1,400 square mile jurisdiction and 100,000 residents within Steuben County
- Deployed text to 9-1-1 in March of 2013
- Completed the construction of fiber laterals to the radio tower sites
- Developed the Finger Lakes ESInet with the backbone that connects Steuben to the other nine Finger Lakes Consortium Counties

Steuben County 9-1-1, Bath, New York 9-1-1 Deputy Director

- Activated 9-1-1 service within Steuben County (prior to May 2005 Steuben had no 9-1-1 service)
- PSAP served 46 fire departments, 15 law enforcement agencies and 20 transporting EMS agencies
- MDT services with AVL were available to law enforcement and used for closest car dispatching
- Project was completed on time and within budget and took Phase 2 cell calls before any landline traffic

Southern Tier Network Corning, New York Board of Directors

- The Southern Tier Network is a municipal dark fiber open access not for profit network established in NYS to offer economic development opportunities and access to world class broadband services and to allow for the establishment of the regional ESI network.

PROFESSIONAL ORGANIZATIONS

- New York NENA Chapter President
- APCO
- NYSDHSES CIWG Member
- New York State Public Safety Broadband Working Group
- New York State NG9-1-1 Working Group Member
- New York State 9-1-1 Coordinators
- Cohocton Fire Department





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TOM PANIAK, ENP

ESInet SME



EDUCATION

- Schulich School of Business – York University
- RCC Institute of Technology, Computer Networks Engineering

AREAS OF EXPERTISE

- E-911 / NG9-1-1
- Product management
- Wireless communications
- Telecommunications
- Project management

GENERAL BACKGROUND

Mr. Paniak is a seasoned telecommunications expert and strategist with more than 15 years of experience, focusing on wireless 9-1-1 technologies. He is a specialist in all things 9-1-1, including technology, service, product, and project management. Mr. Paniak has a proven track record, having won several awards for innovative ideas that led to significant cost reductions within the organization but more importantly for improved access to emergency services for Canadians. He has an active leadership role in the 9-1-1 industry in Canada, chairing several national industry working group initiatives through the CRTC Interconnection Steering Committee. Tom understands not only the technical nuts and bolts of 9-1-1, but also how to effectively work within a regulatory environment. A certified ENP, he is often invited to speak at industry events to discuss the latest improvements and developments in 9-1-1 technologies, including NG9-1-1.

RELEVANT PROJECT EXPERIENCE

State of Utah

- State of Utah NG9-1-1 Consulting Services
 - Assist with RFP development for an i3 ESInet provider, a 9-1-1 telephone network, and a statewide hosted CPE provider
 - Provide contract negotiations support

Bell Canada, 9-1-1 Surveillance and Maintenance Center

- Transition planning and execution with both internal and external client groups
- Vendor management, coordination and integration
- Technical advisor and liaison with government agencies
- Analysis of user requirements
- Implementation schedules and service assurance process
- Design and deliver training documentation
- Surveillance, maintenance, and analysis of Bell Canada's 9-1-1 systems including voice, data, and IP networks

Integrated Public Safety Technologies, Telecommunications Technical Prime

- Conducted a comprehensive review of the 9-9-9 Malaysia Emergency Response System
- Engaged with stakeholders, conducted group and personal interviews to define requirements for evolution to Next-Generation system

CERTIFICATIONS AND TRAINING

- Emergency Number Professional

PROFESSIONAL ORGANIZATIONS

- Association of Public Safety Communications Officials

SPEAKING ENGAGEMENTS

- 2017 NG9-1-1 PSAP Considerations – NENA Conference
- 2015 Breaking CAD IPVPN Network Evolution – NENA/APCO Conference
- 2015 PSAP Educational WEBINAR
- 2014 T9-1-1 and IP ALI – NENA Conference
- 2014 PSAP Educational WEBINAR
- 2013 NG9-1-1 – The Road Ahead – NENA Conference
- 2013 T9-1-1 and ICLU – All You Need to Know – NENA Conference





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JOE MCCLOSKEY, ENP

CPE / PSAP Technology and Specs SME



AREAS OF EXPERTISE

- Consolidated PSAP management, operations, and technology
- Communications center staffing
- SOGs
- Facility programming
- CAD/RMS
- Mobile data interfaces
- E9-1-1
- CPE
- ALI data

GENERAL BACKGROUND

Mr. Joe McCloskey has more than 30 years of experience in the operations of consolidated, multi-jurisdiction and multi-discipline 9-1-1 communications centers of all sizes.

Joe possesses experience in communication center staffing, SOGs, and facility programming with considerable experience in consolidated PSAP management, operations, and technology. He has a very thorough knowledge of all technology installed in PSAPs including CAD, RMS, mobile data/interfaces, E9-1-1 CPE, ALI data, GIS/mapping, wireless 9-1-1, VoIP, NG9-1-1, and various radio systems and digital logging recorders. Joe has conducted technology system assessments, procurements, acceptance tests, and cutovers.

RELEVANT PROJECT EXPERIENCE

Commonwealth of Virginia

- Spotsylvania County, NG9-1-1 and PSAP Consulting Services
- Loudoun County, CAD Public Safety Consulting Services

State of Iowa

- City of Marion, PSAP Consolidation Study

State of North Carolina

- Cary County, PSAP Service Improvement Study

Commonwealth of Pennsylvania

- Bucks County, Technology Installation and Cutover
- York County, Facility Programming, Technology Procurement, Installation and Cutover
- Erie County, Operations/Technology Study
- Berks County, CAD Implementation
- Adams County, CAD Selection and Procurement

Commonwealth of Kentucky

- City of Paducah, CAD/RMS Implementation Oversight

State of New Jersey

- City of Trenton, CAD/RMS Procurement and Implementation

State of Ohio

- Clark County, Countywide Dispatch Center Planning, Design, and Procurement

State of Georgia

- Gwinnett County, Public Safety IT Solution Management

State of Illinois

- Winnebago County CAD/RMS Systems Technical Consulting

PROFESSIONAL ORGANIZATIONS

- Emergency Number Professional (ENP)
- National Emergency Number Association (NENA)

TRAINING

- Project Management Fundamentals
- NCI 9-1-1 Manager Course
- NENA Managing the 9-1-1 Center
- The 9-1-1 Puzzle
- E9-1-1 Database





SHERYL CONTOIS

Legislative/Policies and Procedures SME



EDUCATION

- Bachelor of Arts, Organizational Management, University of Phoenix
- Business and Criminal Justice, University of Portland & West Valley College

AREAS OF EXPERTISE

- 9-1-1 CPE / NG 9-1-1 SME
- Legislative coordination
- LE/Fire/EMS/EMD/911 policy and operations
- 911 Technology and Operations Needs Analysis
- Project schedule development
- Integration of complex and disparate systems
- Organizational change and transition planning

RELEVANT PROJECT EXPERIENCE

City of Paducah, Kentucky, Senior Consultant, 9-1-1 Replacement Process

- Evaluation of 9-1-1 system requirements including recommendations to replace 9-1-1 system
- Coordination with Kentucky State 9-1-1 Board (more recently replaced by Kentucky State Homeland Security office) on NG9-1-1 at the statewide level
- Review and assessment of Kentucky legislative processes to identify any local issues impacted by statewide efforts

Silicon Valley Regional Interoperability Project (SVRIP), Santa Clara County, California, Vice-Chair and Project Director, SVRIP Executive Committee

- Executive director/ legislative liaison; coordination with congressional staff members on related legislative issues
- Brief House Homeland Security congressional leaders on interoperability issues and initiatives
- Provided testimony to the California State Assembly on legislative bills impacting public safety 9-1-1 and interoperability

New York City Mayor's Office of Citywide Emergency Communications Fire Department of New York (FDNY) CAD System, Project Manager

- Liaison with City's 9-1-1 project including development, review and evaluation of 9-1-1 CPE and NG9-1-1 requirements
- Evaluation of 9-1-1 system requirements including recommendations to resolve technical interface issues between CAD and 9-1-1 call handling system

GENERAL BACKGROUND

Ms. Sheryl Contois is a retired public safety professional with 27 years of local government service and 18 years as a member of executive fire and law enforcement command staff organizations. She is experienced in public safety technology, including NG9-1-1 and E9-1-1 systems, CAD, RMS, logging recorders, mobile data computers, in-car video systems, GIS/mapping systems, and wireless broadband.

Ms. Contois is an experienced 9-1-1 executive well-versed in emergency communications legislative policies and procedures, plus fire, EMS/EMD, and law enforcement operations with an emphasis in project management, consulting services, selection and implementation of public safety technology, business process and organizational change management, and implementing new systems and programs.

AWARDS

- Award of Distinction, California Police Officer's Association, Interoperability/Integration Project
- Lion's Award for Excellence in Community Service, Interoperability Project
- Susan A. Voellger Award for Excellence in Leadership and Management

PAST AFFILIATIONS

- Northrup Grumman Corporation
- Silicon Valley Regional Interoperability Project (SVRIP)
- Palo Alto Police Department
- Mountain View Fire Department





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TAB III—TECHNICAL RESPONSE/ SCOPE OF WORK





7 PROJECT DESCRIPTION AND SCOPE OF WORK (RFP V, VI.A.3)

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

7.1 Understanding of Project Requirements (RFP VI.A.3.a)

a. Understanding of the project requirements;

With the introduction of LB938 (2016), the Nebraska legislature established the intent that the Public Service Commission (Commission) serve as the statewide coordinating authority for the implementation of the 911 service system. The Commission has statutory responsibility to plan, implement, coordinate, manage, maintain, and provide funding assistance for a cost-efficient 911 service system.

In April, the State Legislature approved the State of Nebraska NG9-1-1 Service System Plan. This Plan identifies nine key areas to be addressed for a statewide NG9-1-1 system. At this point, the Public Service Commission will retain the services of an NG9-1-1 consultant with the expertise and experience necessary to successfully address and implement these nine key areas over the next three-to-five years. *FE/Kimball* is ideally suited to serve as the 9-1-1 consultant to the Nebraska Public Services Commission to assist in procurement and installation of regional and statewide ESInets and NG9-1-1 core services and call handling equipment.

Key challenges facing the state in its transition to an NG9-1-1 system is its de-centralized 9-1-1 system with each local PSAP maintaining its own system and policies, as well as the state's rural demographics with many small, single-position PSAPs. *FE/Kimball* has experience working with smaller PSAPs undertaking regionalization or consolidation efforts. We have supported statewide NG9-1-1 efforts in other de-centralized and rural states, including Utah and neighboring Iowa and South Dakota. Our experts have managed statewide 9-1-1 Centers. We offer the knowledge and the hands-on experience necessary to help Nebraska's 70 PSAP Directors and the Public Services Commission gain consensus and make decisions required to move forward with implementation of the Statewide Plan. Our proposal details our approach and methodology for successful completion of the following initiatives from the Nebraska NG9-1-1 Plan:

1. 9-1-1 Service System Design, establishing regional and statewide optical fiber ESInets
2. NG9-1-1 Core Services
3. Technical Assistance with Geographic Information System (GIS)
4. PSAP Policies and Procedures
5. Call Handling Equipment (development of standards, specifications and an RFP)
6. Funding Considerations and Legislative Recommendations
7. General Consulting Services (as needed)





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Our proposal defines solid, knowledgeable approaches to executing each of the tasks required by the project. The State will benefit from the following:

- Background with multiple 9-1-1, NG9-1-1, and PSAP/dispatch center projects
- Extensive experience and knowledge base in all areas of the RFP's technical scope of work
- Extensive experience and knowledge base with current i3 systems, as well as the planning, installation, and migration associated with upgrading to an i3-compliant system
- The ability to deliver on time and within budget, even with aggressive timeline and budget constraints
- The right size team with the right skill sets to execute the project and deep staff bench and personnel that can be called upon to address all the services needed for the project.
- Our experience as a firm delivering systems true to the needs of public safety first responders, including law enforcement, fire, and EMS departments
- And most importantly, *FE/Kimball's* commitment to minimize risks and make the Nebraska project a success.

7.2 Proposed Development Approach (RFP VI.A.3.b)

b. Proposed development approach;

Project Management Methodology

FE/Kimball has developed a methodical and approach to projects that align with the Project Management Institute (PMI) approach to project management. We then tailor the project approach to fit the needs of our clients. Our project management methodology, applied with our public safety and technology experience, results in numerous successful projects each year. This experience enables our team to deliver tangible benefits to our clients such as reduced cycle time and lower delivery costs, improved quality of project deliverables, greater accuracy, improved time efficiency and early identification of project issues that could potentially impact project budget, scope and schedule.

Consistent with our PMI methodology, each major task will be broken down into work packages and subtask activities. Each work package will be monitored and tracked to completion, so no requirement is overlooked.

FE/Kimball will apply continuous project management that supports the entire system lifecycle, completing each phase to the State's satisfaction before opening the gate to the next phase. We will work closely with the State and associated stakeholders to establish requirements and specifications that reflect identified needs.





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FE/Kimball's program manager will serve as the direct liaison to the State's project manager. The program manager will develop a detailed project plan (work breakdown structure) and coordinate resource assignments and technical tasks among the *FE/Kimball* project team. The program manager provides the following project management services as necessary throughout the project:

- Develop and maintain project schedule and resources
- Organize and conduct project kick-off meetings
- Provide regular status reports to the State's project manager and Public Service Commission based on a mutually agreed-upon schedule
- Maintain primary responsibility for quality assurance/quality control (QA/QC) and review of project deliverables
- Provide communications and change management plans
- Provide risk management and mitigation plans
- Additional project specific responsibilities addressed in the scope of services section

Project Initiation Methodology

FE/Kimball will schedule an on-site project initiation meeting with the State's Public Services Commission, key commission members, and other designated representatives. This meeting sets expectations, introduces participants to each other, and sets the framework for ongoing work efforts. Experience has taught us that this first meeting is essential and crucial to building a collaborative partnership between the Commission and our team for a successful outcome, as it promotes communications as an essential element.

During this meeting, we will outline the project, establish lines of communications, discuss an organized work plan, assign action items, and clearly define project participant responsibilities. Project team roles will be defined, project goals and objectives will be clarified, deliverables will be reviewed, and system documentation will be retrieved. Primary committee members and stakeholders will be identified, and contact information will be obtained from the State.

"Federal Engineering accepted a difficult project on a tight timeline and completed it masterfully and on time. Their team proved knowledgeable, responsive, friendly, trustworthy, and capable in every respect. Federal Engineering is a trusted partner invested in our success."

~ Quinton Stephens, Director, General Counsel/ Deputy Director, Utah Communications Authority

Communication and coordination between all parties is critical for successful execution of this contract. During the project initiation meeting, we will review existing project documentation, how we will communicate with the State of Montana and participating PSAPs, and how we will track and provide status updates for each open task order. As clarified in the





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RFP's Questions and Answers, we will work closely with the State's project manager, who will provide contact information for each of the 58 PSAPs and assist in scheduling the Regional Meetings and the visits to the 58 PSAPs. The State's Project Manager will be our single point of contact during the project.

We will monitor and report progress through regularly scheduled project team meetings, via conference calls, and email progress reports as needed. We will measure actual progress against the baseline schedule, discuss resource needs, and resolve roadblocks. If necessary, changes and options will be discussed with the State's point of contact. Following the meeting, we will document and share with the State's project manager our Stakeholder Communications Plan for the project.

We will request access to relevant documentation held by the State. The State of Nebraska worked with a consultant to develop its NG9-1-1 Service System Plan, prepared in November 2017 and approved by the Legislature in April 2018. As a result, the Commission has extensive background data already available from multiple stakeholder interviews and surveys. We will provide a fresh, independent review of the work done to date and new perspectives and insights from our experience on implementing the key tasks that the State has decided to implement. We will begin by reviewing the initiatives outlined in the Plan and reviewing data gathered previously from surveys and meetings with service providers and with PSAP managers.

"FE's proven record of achieving consensus and cooperation among disparate groups with diverse regional, discipline-specific backgrounds (e.g., police, fire, emergency medical, emergency management) was a key factor in the firm's selection."

~Captain Todd Misel, Iowa Department of Public Safety

Our team will work with the State's project manager to identify any additional background data related to the project, review our plans for collecting and confirming data as necessary, solidify goals and objectives, and clarify and define project scope, methodology, and schedule.

The State's NG9-1-1 Service System Plan recommends the formation of multiple working groups to achieve consensus moving forward with the recommended action plans. We will review the Plan and provide our own professional recommendations for moving forward with the Plan's identified tasks.

To facilitate document sharing and distribution, task order monitoring, deliverables schedules, budgets, and resource staffing, we will make available **FEClientNet**, our productivity enhancement tool. **FEClientNet** is a dedicated website that we will customize for the State of Nebraska. Based on Cloud technology, it is a program management tool with a broad range of capabilities that provide real-time reporting of status and information, a repository for program documents, and a rapid and efficient method for collecting information or transferring large files. We will determine the role of our **FEClientNet** tool with the state during the project initiation meeting.





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Deliverable: Stakeholder Communications Plan

Deliverable: FEClientNet website for project documentation sharing and distribution

7.3 Technical Considerations (RFP VI.A.3.c)

c. Technical considerations;

The traditional approach to 9-1-1 is being changed by the elimination of post-mature technology. Selective routers and the public switched telephone network (PSTN) are being retired in favor of IP-based networks capable of delivering a host of new services. Dynamic call routing, as well as multimedia capabilities, are changing 9-1-1. *FE/Kimball* brings the experience and the vision needed to assist the 9-1-1 industry in this migration. Our experts have the “hands-on” experience necessary to provide 9-1-1 leaders with the information required to make sound, timely, and informed decisions.

Key technical considerations include:

- The adherence to advanced technical standards such as the NENA i3 standard is paramount in the establishment of a reliable and secure NG9-1-1 environment.
- The lack of centralized control may present challenges in both obtaining the full participation of all PSAPs in the regional ESInet model and in gaining consensus regarding regional shared operations.
- It will be critical to identify single management responsibility for the NG9-1-1 system, even when deployed with local control.
- Decisions must be made whether to pursue managed services/Software as a Service options.
- Challenges must be addressed in determining the balance and achieving consensus between state-driven policies and procedures versus locally established policies and procedures.
- Technical challenges such as redundancy and diversity of network facilities must be met head-on in order to achieve the vision of all stakeholders.
- Use-case testing of functions and features of the ESInet and core NG9-1-1 systems must include all permutations and combinations of 9-1-1 call processing.

Although there will be technical challenges, a statewide NG9-1-1 system will present opportunities for streamlined operations that could realize such benefits as economies of scale for the system infrastructure costs and greater operational efficiency, resulting in improved response times, and therefore, better outcomes for Nebraska’s citizens.





7.4 Detailed Work Plan (RFP VI.A.3.d and RFP V.B, C)

d. Detailed project work plan

1. 9-1-1 Service System Design (RFP V.A.1; V.B.1.a and b)

Regional ESINet Technical Design and Functionality Requirements (RFP V.B.1.a)

Nebraska presently has 70 Public Safety Answering Points (PSAPs) that receive direct funding assistance from the Commission. Each PSAP operates independently of one another under local authority. With the encouragement of the Commission, Nebraska PSAPs are currently undergoing a locally-driven process of regionalization. PSAPs across the State are joining forces with their neighboring PSAPs to share costs, resources, and provide mutual failover support. This type of regionalization allows PSAPs to consolidate equipment and share expenses by leveraging technology, without surrendering local control to a central agency.

All the PSAPs within a given region will be connected to one another by a dedicated regional Emergency Services Internet Protocol Network (ESINet) that will allow the PSAPs to share operations in real time. Two PSAPs in each region will act as host centers (Hosts), separately maintaining two sets of primary equipment. This will allow each Host to provide backup and overflow support in the event of equipment failure, natural disaster or other disruption of service. All of the other PSAPs in a region will operate as fully functional remote centers connected to the two Hosts via the regional ESINet. This will allow the PSAPs within a region to save money by sharing costly resources. The awarded Contractor will be required to assist the Commission in preparing technical design and functionality requirements for the regional ESINets.

a. Please describe your approach and methodology for providing these services to the Commission.

Bidder Response

We will work with the Commission to establish a Technical Advisory Sub-Committee, as outlined in the State of Nebraska NG9-1-1 Service System Plan, with representatives from both the State-level Commission and identified PSAPs from each region. *FE/Kimball* will work with the Working Group to prepare technical design and functionality requirements for the regional ESINets and to finalize the number of regional ESINets to be considered in the conceptual design.

Nebraska has defined PSAP regionalization in the South-Central region, the East-Central region, and the Southeast region, with one consolidated PSAP between Keith County and Region 26. As discussed during the pre-bid conference, the State anticipates between eight-to-ten regional areas will eventually be defined. We will support the 911 Department as it continues working with counties that are not yet part of a regional solution to determine, with local officials, the best approach for inclusion of these counties as the state transitions to an NG9-1-1 solution. We will assist in establishing parameters such as call volume or population, building upon existing regional identities.

Data Collection and Analysis

We will review data collected from previous survey efforts, regarding PSAP facilities, hardware, software, communications infrastructure, existing network capabilities or ESINet





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connections, GIS resources, capabilities, and data maintenance, existing fiber and microwave resources, and related equipment and services procured to support 9-1-1 and NG9-1-1 systems.

High-Level Requirements Definition

FE/Kimball will meet with the Technical Advisory Committee to discuss a preliminary set of future technology requirements and desires based on our review of the State's documents



and our considerable experience in similar projects. Understanding the State's business goals and objectives is essential in accurately capturing system requirements for the NG9-1-1 RFP.

Our review of existing networks and initiatives will assess and consider the following in development of high-level requirements:

- Existing broadband and telephony infrastructure and upgrades needed for the implementation of a truly standards-compliant NG9-1-1 network, including but not limited to trunks, routers, and bandwidth capacity
- Necessary upgrades to network infrastructure to implement a regional i3 ESInet consistent with NENA requirements and standards
- Current equipment and software needed for the implementation of standards-compliant NG9-1-1 at the regional PSAP level, including but not limited to customer premise equipment (CPE); servers, workstations, automatic number identification/automatic location identification (ANI/ALI) controllers, GIS, and CAD interfaces
- Existing and necessary upgrades to GIS/mapping data for the implementation of NG9-1-1
- End-user services and applications that will need to interface with the regional ESINets.
- Capability of service providers to transmit information, including location, for NG9-1-1 services to PSAPs

Regional ESINet Deployment Design and Functionality Requirements

When upgrading the current enhanced 9-1-1 (E9-1-1) environment for connection to a regional i3 ESINet, *FE/Kimball* provides the right combination of technical and operational expertise necessary to generate a viable RFP. We understand comprehensive comparison of costs, associated features and risks, as well as technology options to identify the ideal customer premise solution.

We will work with the Technical Advisory Sub-Committee to understand the existing emergency services systems and form conclusions regarding bandwidth requirements, policies, network resources, and equipment characteristics essential to address in an RFP. A part of the process will be to identify what existing technology might be utilized in the new





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environment. This forms the baseline of a migration strategy and identifies the existing conditions while noting areas that may be improved to meet long-term network goals. The RFP solutions should enable interoperability, network sharing, and the convergence of applications among entities.

Deliverables: Conceptual Design, Functional Requirements, Specifications, and RFP for Regional ESINets

Statewide ESINet Technical Design and Functionality Requirements (RFP V.B.1.b)

Each of the regions will be connected to one another via a statewide ESINet consisting of a vendor-hosted statewide fiber optic ring with at least two geo-diverse data centers. The ESINet must permit real-time communication and failover support from PSAP to PSAP and region to region across the State of Nebraska. This design is intended to minimize connectivity costs by limiting the number of connections to the statewide ESINet to two per region. The awarded Contractor will be required to assist the Commission in preparing the detailed technical design and functionality requirements for the upcoming RFP that will select the vendor for the statewide ESINet.

b. Please describe your approach and methodology for providing these services to the Commission.

Bidder Response

FE/Kimball will assist the Technical Advisory Sub-Committee in preparing the detailed technical design and functionality requirements for inclusion in the statewide ESINet RFP. The statewide ESINet will consist of a vendor-hosted statewide fiber-optic ring with at least two geo-diverse data centers and two connections per region to the local regional ESINets.

Data Collection and Analysis

We will review data collected from previous survey efforts, regarding communications infrastructure, existing network capabilities, and ESINet connections. *FE/Kimball* will meet onsite with the Technical Advisory Committee to discuss a preliminary set of future technology requirements.

NG9-1-1 Deployment Design and Functionality Requirements

FE/Kimball will establish a conceptual design that leverages existing investments and is implementable and sustainable. We will seek out existing networks, resources and services that may be shared, repurposed, or utilized to support and benefit public safety communications. We will uncover sustainment opportunities and vet out the critical components of the associated design to determine if configurations will meet the State of Nebraska’s needs.



We will work with the Commission to finalize the statewide ESINet conceptual design based upon two connection points to each regional ESINet. We will suggest options for regional





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configurations to minimize the connection points. Our options will consider technology, optimized business process, software life cycle requirements related to NG9-1-1, and regulatory issues that are inherent to the project, as well as existing Nebraska NG9-1-1 investments and initiatives that can be leveraged for the new systems.

The requirements will be based on the State NG9-1-1 Service System Plan and analysis of survey data and user needs gathered previously. The requirements will specify bandwidth, number of regional connection points, and functionality such as real-time communication and failover support from PSAP to PSAP and region to region across the State of Nebraska. We will also include network management, monitoring, and associated reporting requirements for operational oversight of a statewide public safety ESINet.

We will review the draft requirements via conference call with the Technical Advisory Sub-Committee, create an NG9-1-1 conceptual design scope of work, submit it to the State for review and comment, update accordingly, and submit a final version.

Deliverables: Conceptual Design, Functional Requirements, Specifications, and RFP for Vendor-Hosted Statewide ESINet

2. NG9-1-1 Core Services (RFP V.A.2; V.B.2.a)

Next Generation Core Services (NGCS) including the Emergency Services Routing Proxy (ESRP), Policy Routing Function (PRF), Emergency Call Routing Function (ECRF), and Location Validation Function (LVF) are the functional elements in the NG9-1-1 environment that perform geospatial call location and routing. Network access elements will include Border Control Function (BCF), legacy network gateways (LNGs), and legacy selective router gateways (LSRGs). The BCF may also include a virtual private network (VPN) and firewall functions. The awarded Contractor will be required to assist the Commission in preparing the detailed technical design and functionality requirements for NG9-1-1 Core Services in Nebraska and support the preparation of a future RFP that will select the vendor for NG9-1-1 Core Services statewide.

a. Please describe your approach and methodology for providing these services to the Commission.

Bidder Response:

FE/Kimball will meet onsite with the Technical Advisory Sub-Committee to finalize functional requirements for NG9-1-1 Core Services the Commission, in preparing the functionality requirements for NG9-1-1 Core Services in Nebraska, based on user needs, documented previously in surveys and interviews.

We will prepare technical specifications for NENA i3 standard NG Core Services for both the core ESINet and the network access elements. We will determine with the Sub-Committee whether to issue an independent RFP for NG9-1-1 Core Services or to include these specifications in the Statewide ESINet RFP described in response to Task 1.

Through our active participation in organizations that set technology standards, our subject matter experts will be able to incorporate the State's present and future needs into specifications for required NG9-1-1 Core Services that continue to interface with the legacy





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911 system, as required. The RFP will also include requirements for network management, GIS call routing, and applications and appliances.

The specifications and requirements document will be prepared in a manner to include RFP solicitations for procurement of vendor services, software applications, hardware and maintenance to implement the system. The document will include matrix templates identifying requirements and specifications. This document will clearly convey the essential requirements, specifications and other defined conditions that can be issued by the State to solicit qualified responses from vendors. We will review the draft specifications and RFP with the Sub-Committee via conference call, incorporate changes, and issue the final RFP document.

Deliverable: Functional Requirements and Specifications for NG9-1-1 Core Services to be included in the RFPs for Statewide ESINet and Regional ESINets.

3. Geographic Information System (RFP V.A.3; V.B.3.a)

Accurate GIS mapping is a critical component of an operational Next Generation 911 system. In the Next Generation environment, 911 calls will be routed, 911 callers will be located and first responders will be dispatched using GIS technology. Therefore, the GIS data supporting the 911 Service System in Nebraska must be as accurate as possible. To meet this need, the 911 Department employs two in-house GIS Specialists and outside GIS Contractors to provide GIS data development and quality control/quality assurance services. The awarded Contractor will be required to provide technical GIS assistance to the State 911 Department as requested.

a. Please describe your approach and methodology for providing these services to the Commission.

Bidder Response:

FE/Kimball will provide GIS assistance to the 911 Department as requested. The Commission currently is conducting an RFP process to select a long-term solution to aggregation, quality control, and dissemination of GIS data, given the existing variance across GIS capabilities within Nebraska jurisdictions.



We will work closely with the Department's two in-house GIS Specialists and the selected outside contractor(s) to review the RFP being developed and the selected vendor proposal. We will support the Commission and GIS Working Group as technical advisor. We will review data gathered to date and provide quality control review of the data.

FE/Kimball will work closely with the GIS Working Group to understand the architecture, standards, and workflow requirements necessary for GIS data to be aggregated and provisioned for NG9-1-1 to meet the needs of the State.

We will assist in development of standard operating procedures for critical areas affected by NG9-1-1 transition, including development of GIS standards based on industry best practices. Procedures will be developed for workflows between local, regional, state, and 911





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Department GIS staff and for aggregation of local and regional GIS data into a seamless, statewide coverage.

FE/Kimball has more than two decades of GIS experience with 9-1-1 systems and 9-1-1 addressing. Our GIS staff members participate on NENA technical workgroups in the development of 9-1-1 GIS standards and are familiar with the current NENA GIS guidelines and technical documents that are in development for NG9-1-1. We serve as the GIS resource for the South Dakota NG9-1-1 system as well as for NINGA. We have experience in the development of technical requirements for GIS data aggregation and maintenance systems for local and state governments, assuring that required objectives and specifications will clearly meet the overall needs of the client.

Deliverable: Ongoing technical advice and Status Reports as requested

4. PSAP Policies and Procedures (RFP V.A.4; V.B.4.a, b, c)

PSAP Policies and Procedures (RFP V.B.4.a)

Although PSAPs in Nebraska will continue to be under the operation and control of local authorities, the Nebraska 911 Service System Act requires the Commission to develop uniform policies and procedures for statewide use that will help ensure the effective operations and a consistent level of service across the state. The awarded Contractor will be required to assist the 911 Department develop policies and procedures that meet PSAP needs and provide for consistent operations statewide.

a. Please describe your approach and methodology for providing these services to the Commission.

Bidder Response:

We will work with the Commission to establish a Policies and Procedures Working Group, as outlined in the State of Nebraska NG9-1-1 Service System Plan, with representatives from both the State-level Commission and identified PSAPs from each region. We will review information already collected from previous survey efforts.

FE/Kimball will then spend two days onsite with the Working Group to review existing practices and policies to identify how they can most effectively be modified so that local PSAPs can meet national standards of performance. We will assist in developing uniform statewide policies and procedures for PSAP use to support effective operations and a consistent level of service across the state. These will be based upon nationally recognized best practices for PSAP operations.

An integral part of our clients' success and progress is dependent on their ability to successfully navigate the 9-1-1 and public safety government and regulatory affairs arena. To respond to these demands, *FE/Kimball* will provide legislative and regulatory consulting, acting as an advocate for the Commission as you navigate funding, legislative, and policy barriers. Our team will assist with policy guidance throughout the three years of the contract.





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Our government and regulatory affairs consultants offer sophisticated knowledge of legislation, the regulatory environment and funding strategies, as well as access to local, state and national information databases. Our policy specialists have worked in federal, state and local governments and agencies, trade associations and other influential organizations and will offer support in public policy and regulatory/legislative affairs, fund management, and planning.

We will recommend governance models and sample Memoranda of Understanding (MOUs) for regions and local jurisdictions to use as models to define standardized call handling processes and policy rules for NG9-1-1 call flow management. We will spend two days onsite assisting the Sub-Committee to develop a plan for working with PSAPs to adopt policy/procedures that meet the needs of the system and individual PSAPs. We will serve as technical advisor in helping the Sub-Committee resolve issues from individual PSAPs.

FE/Kimball is uniquely qualified to support the review and revision of existing governance structure. We are the only public safety consulting firm to have assisted 27 states with their 9-1-1 legislation and 9-1-1 regulations; and dozens more local and regional governments and authorities with their governance agreements and planning activities.



We will tailor our approach to the State's particular needs, gaining a thorough understanding of legal, policy, and financial parameters for 9-1-1 governance as well as an informed view of the strengths and challenges of any existing structure through both document research as well as interviews with informed governance participants.

Deliverable: Draft and Final Report: Analysis and Recommendations of Statewide and Best Practices NG9-1-1 Call Handling Policies and Procedures

COOP and Disaster Recovery Planning (RFP V.B.4.b)

The 911 Service System must remain fully operational in the event of disaster, equipment failure or other mishap so that emergency services will be available when needed. To mitigate the potential impact of disaster and provide resiliency to the 911 Service System, the Plan calls for the State 911 Department to work with PSAPs statewide to develop model Continuity of Operations and Disaster Recovery Plans that can be tailored to meet their specific needs. The awarded Contractor will be required to assist the 911 Department with development of model policies and procedures for PSAP operations, training and education, continuity of operations plans (COOP), and disaster recovery (DR).





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b. Please describe your approach and methodology for providing these services to the Commission.

Bidder Response

We will assist the Working Group with development of model policies and procedures for PSAP operations, training and education, COOP and disaster recovery in the event of disaster, equipment failure, or other mishap.

We will review survey data previously collected to identify existing resiliency of the 9-1-1 system and PSAPs and to identify gaps in the system in meeting physical building standards and NITC cyber security standards. *FE/Kimball* will support the Working Group as it works with individual PSAPs to develop plans to meet NITC standards and "failover" plans to reroute calls to the regional backup PSAP. We will develop a standardized COOP and disaster recovery plan template for distribution to PSAPs for further customization to meet their local needs.

FE/Kimball consultants have been instrumental in the United States Department of Transportation (USDOT) NG9-1-1 Concept of Operations initiative and with many states and localities conducting studies and implementing NG9-1-1, IP-based networks, and associated equipment to serve PSAPs and emergency communication centers.

The addition of IP-based NG9-1-1 services will introduce an additional level of complexity to an already complex PSAP operational environment and infrastructure. It is becoming increasingly common for PSAPs to be the target of cyber-attacks. We will assist in development of a Disaster Recovery Plan template outlining procedures to prevent, respond to, and recover from common incidents that can impact public safety communications systems. The Disaster Recovery Plan template will address both physical building security and cyber security. We will segment disaster recovery planning, development, and audit into the following three distinctive groupings: business processes, systems, and operations processes.

During the pre-bid meeting, the PowerPoint presentation mentioned testing plan and exercise scenarios for disaster planning. As an option, *FE/Kimball* can assist the State of Nebraska and the COOP and Disaster Recovery Working Group with these tasks, including development of the testing plan and scenario, conducting the exercise (either table top or full-scale field test), and leading the debriefing and After Action Report following the exercise.

Deliverable: Standardized COOP and Disaster Recovery Plan Template to be Customized by Local PSAPs





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Training Requirements and State Certification Process (RFP V.B.4.c)

The State of Nebraska currently has no training requirements or certification program for PSAP Telecommunicators. The awarded Contractor will be required to assist the Commission in developing minimum training requirements and establishing a state certification process for Telecommunicators to be administered by the State 911 Department.

c. Please describe your approach and methodology for providing these services to the Commission.

Bidder Response

We will work with the Commission to establish a Training and Certification Working Group, as outlined in the State of Nebraska NG9-1-1 Service System Plan, with representatives from both the State-level Commission and identified PSAPs from each region. *FE/Kimball* will spend two days onsite with the Working Group to review solutions and options outlined in the State of Nebraska NG9-1-1 Service System Plan. We will support the Working Group in identifying the minimum training requirements for and establishing a basic state certification process for Telecommunicators.



We will review information collected from previous survey efforts regarding user needs and challenges for PSAP Telecommunicator training and certification. Through our active participation in NENA and other organizations that set public safety training and certification standards, our subject matter experts will support the Working Group in identifying

methods to establish a Statewide Certification Process and basic telecommunicator training plan.

We understand the challenges associated with this task, especially given the number of single-position PSAPs across rural Nebraska. We will explore various methods of training delivery for all Telecommunicators, including those in single-position PSAPs where individuals cannot leave to attend training.

We will conduct three online regional webinars to discuss the proposed training program. We will prepare a draft Training and Certification Analysis Report incorporating feedback from the regional webinars, review it with the Working Group, incorporate changes and issue the final report.

Deliverable: Draft and Final “Recommended Training and Certification Requirements Report”





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5. Call Handling Equipment (RFP V.A.5; V.B.5.a)

PSAPs operating in the NG9-1-1 environment will require robust, reliable and interoperable call handling equipment that is fully compliant with current NENA i3 standards. Call handling equipment must also be upgradeable to facilitate compliance with future i3 standards and technological advances. The awarded Contractor will be required to assist the 911 Department with the development of standards, specifications and an RFP for NG9-1-1 call handling equipment, including statewide management information systems (MIS) and computer aided dispatch (CAD) capability.

a. Please describe your approach and methodology for providing these services to the Commission.

Bidder Response:

FE/Kimball will assist the Technical Advisory Working Group with the development of standards, specifications and an RFP for NG9-1-1 call handling equipment, including statewide management information systems (MIS) and computer aided dispatch (CAD) capability. We understand the comprehensive comparison of costs, associated features and risks, as well as technology options to identify the ideal customer premise solution. We will develop specifications for both remotely hosted CPE and locally installed CPE.

We will work with the Working Group to understand the existing emergency services system and form conclusions regarding bandwidth requirements, policies, network resources, and equipment characteristics essential to address in an RFP. A part of the process will be to identify what existing technology might be utilized in the new environment. This forms the baseline of a migration strategy and identifies the existing conditions while noting areas that may be improved to meet long-term network goals. The RFP solutions should enable interoperability, network sharing, and the convergence of applications among entities. The RFP will include requirements for call handling equipment to be upgradeable for compliance with future i3 standards and technological advances.

FE/Kimball recognizes the importance and increasing reliance that public safety operations and management place on automated systems and technologies, particularly MIS, CAD, and RMS. We recognize they are essential components of a public safety and emergency response system that relies on the efficient processing of information beginning with calls for service from the public and through the response to the scene of an incident and including protecting the safety of field personnel. We will include requirements for MIS and CAD interfaces and integration in call handling specifications.

FE/Kimball will outline and prepare the necessary content for an RFP document based on the needs assessment and specification and requirement identification tasks described above. Our procurement documents typically include the following:

- Software functionality and capabilities
- Integration/interface requirements (among systems and with external systems)
- Back-up and recovery requirements
- Operations and business processes to be supported
- System redundancies





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- System performance and reliability levels
- Training
- Disaster recovery requirements
- Technical and user documentation
- Implementation schedule
- Emergency technical support
- State responsibilities
- Warranties
- Insurance
- Performance/reliability testing
- Data sharing
- Contracting terms and conditions
- Bid requirements
- Database inquiry and maintenance
- Peripheral support
- Request for references
- Data conversion and loading
- Site preparation
- Hardware requirements
- Installation
- Transition planning
- Professional/technical support
- System security
- Period of service
- Maintenance support
- Functional testing
- Final acceptance
- Reporting and query capabilities
- Evaluation criteria
- Scope of vendor services
- System and network
- Purchased equipment

We will review the draft specifications and RFP document with the Working Group via conference call, incorporate changes, and issue the final RFP for equipment to the State. We will provide technical advice and assistance in selecting equipment for a State Master Contract.

Deliverable: Standards, Specifications and an RFP for Call Handling Equipment

6. Funding Considerations and Legislative Recommendations (RFP V.A.6; V.B.6.a)

The funding available to the Commission for the implementation of statewide NG9-1-1 service comes from a surcharge on each wireless subscriber account with a billing address in Nebraska. The surcharge for each wireless subscriber is presently 45 cents per month. Additional funding is also provided from a surcharge on prepaid wireless accounts, a portion of which is shared with retailers and the Nebraska Department of Revenue as a collection fee. Wireless and prepaid surcharge amounts are credited to the 911 Service System Fund. The wireless surcharge generates approximately \$8.0 million per year. The Commission has practiced careful stewardship of the 911 Service System Fund in anticipation of the transition to Next Generation 911, resulting in a reserve balance of approximately \$14 million. The awarded Contractor will be required to assist the 911 Department with the modeling of future funding needs for the 911 Service System, as well as assisting with the preparation of proposed legislation which may be necessary to account for technological advances, demographic changes, funding needs, or other factors.





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a. Please describe your approach and methodology for providing these services to the Commission.

Bidder Response

We will work with the Commission to assist with its identification of new funding mechanisms to support NG9-1-1 Core Services. We will review the data included in the State's NG9-1-1 Service System Plan, including existing surcharges.

We will assist in modeling future funding needs for the 911 Service System and assist with preparation of proposed legislation necessary to implement recommended funding changes. As discussed during the pre-bid conference, estimates and funding models will be considered to support operation of the NG9-1-1 network, support from NG9-1-1 Core Services, continuation of interim measures such as text-to-911 solutions, and development of a statewide contract from which PSAPs can purchase NG9-1-1 call handling and other CPE equipment.

FE/Kimball has conducted 911 audits and billing reviews of statewide 911 systems, most recently for the State of New Mexico. Our experts understand the various 911 funding mechanisms and surcharges deployed by different states. We will assist the 911 Department with the modeling of future funding needs for the 911 Service System and assist with the preparation of proposed legislation as necessary for account for technological advances, demographic changes, funding needs, and other relevant factors identified during the project.

FE/Kimball clearly understands the difficulty and sensitivity when assisting our clients in implementing new technologies and making changes to PSAP operational practices. This is especially relevant when various stakeholders must consider the significant changes that may result when different governance, funding, staffing, management, administrative, service delivery, and funding approaches are adopted.

FE/Kimball will assist the State in identifying and applying for grant funding sources available to help fund implementation of the recommended NG9-1-1 options. We will leverage our knowledge and background researching funding sources for other clients. Our proposed team includes three former 9-1-1 directors, who bring additional knowledge of grant arenas and the methodology of gaining successful applications.

The State has submitted its Step 1 application for grant funds through the 9-1-1 Grant Program Final Rule that took effect on August 3, 2018. Depending on federal timing for Step 2 applications, *FE/Kimball* will work with the State's Program Manager to help finalize and review the grant program application.

FE/Kimball will conduct a cost analysis outlining the current capital and operating expenditures, benefits of the expenditures, gaps resulting from areas of duplication, estimated total cost of ownership and operation of the fully implemented NG9-1-1 solution. We will refine previous cost estimates for network operations and NG Core Services and establish estimates for text-to-9-1-1 recurring costs and annual call handling equipment costs. We will summarize our analysis and provide the State with a *NG9-1-1 Cost and Funding Analysis and Considerations Report* that identifies options to attain funding alternatives or





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options. The analysis will help the State to optimize the costs, expenditures, and fees to develop a framework for financial management and provide the State of Nebraska with increased efficiency to manage funding.

Deliverable: Draft and Final Report: NG9-1-1 Cost and Funding Analysis and Considerations

Deliverable: Draft Legislation as May Be Requested by the Commission to Modify Surcharges

7. General Consulting Services (RFP V.7; V.C)

In addition to providing the above-referenced services in connection with NG9-1-1 implementation, the awarded Contractor will also be required to assist the State 911 Department on an as-needed basis with technical and operational aspects of the legacy 911 system, primarily in the Enhanced 9-1-1 environment. The State 911 Department will request such general consulting services from the awarded Contractor on an as-needed basis.

The awarded Contractor must have successful experience in, and be able to provide professional consulting services to the Commission, in the following areas relevant to Enhanced 9-1-1:

1. Evaluation of PSAP technical needs;
2. Call Handling Equipment selection;
3. Evaluation of vendor presentations;
4. Geographic Information Services;
5. Text-to-911 design and deployment;
6. IP and PSTN network configuration;
7. Network security and vulnerability; and
8. Telecommunicator training.

The awarded Contractor will be required to use the same (or equivalently experienced) personnel for General Consulting Services as for NG9-1-1 Implementation Consulting Services during the term of the contract, including any renewal period(s).

General consulting tasks as described in this Section V.C. will be assigned to the awarded Contractor by the State 911 Director from time-to-time on an as-needed basis. The Commission's annual hourly requirements for General Consulting Services will vary as circumstances arise and cannot be reliably estimated in advance. Therefore, there can be no minimum or maximum number of general consulting hours that are guaranteed or expected to be assigned to the awarded Contractor as a result of this RFP.

In recent years, the quantity of General Consulting Services required by the Commission has varied from approximately 350 hours to 500 hours on an annual basis. In no event will Commission expenditures for General Consulting Services performed by the awarded Contractor exceed \$100,000 with respect to any Contract Year or Renewal Period.

a. Describe your approach and methodology for meeting these requirements.

Bidder Response:

FE/Kimball will support the Commission with general consulting services related to the operational and technical aspects of the legacy 9-1-1 system, especially as the State begins its transition to a NG9-1-1 environment. We understand requests for services will vary as circumstances arise and cannot be reliably estimated in advance, although the State has required





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support in the past ranging from 350 to 500 hours annually. We are prepared to provide whatever level of support is requested by the Commission.

FE/Kimball professionals will support the Commission with any requested 9-1-1 related consulting services, including the following areas identified in the RFP as particularly relevant to Enhanced 9-1-1.

Evaluation of PSAP Technical Needs

FE/Kimball will provide day-to-day technical guidance throughout the project as required. We have been the primary consultant on a majority of state-level 9-1-1 efforts to migrate from the legacy 9-1-1 system to NG9-1-1. In addition to developing long-term strategic roadmaps, defining system architectures and developing transition plans, we will provide a variety of support to assist the Commission build and transition to an IP-based foundation for NG9-1-1. Our network consultants have provided system design recommendations and implementation support for systems ranging from the small-scale, localized level to broad state-level operations. We will develop seamless NG9-1-1 network requirements that integrate the appropriate networks, devices and procedures.

Our specific assessment services for NG9-1-1 deployment include the following:

- Planning effectiveness
- Policy and legislative analysis assessment
- Needs assessment and requirements definition prior to migration
- System specifications/RFP development in preparation for migration
- ESInet design and engineering in preparation for migration
- Vendor performance during the migration process
- System deployment and transition oversight during the migration process
- Adherence to the contract provisions
- Adherence to industry standards
- Disparity of deployment results versus contract requirements
- Risk identification and countermeasures
- NG9-1-1 performance audits

Call Handling Equipment Selection

We will provide consulting assistance to the state upon the release of the RFP to support the process to evaluate, select and document the selection of the most qualified vendor, services and applications. Our team of experienced consultants are available to provide expert technical recommendations and advice during the entire competitive solicitation process.

Our value to the state is to guide you in selecting software, hardware, and/or systems that are the right fit and satisfy your business needs, are priced fairly, and offer the level of integration and interface capabilities that you desire and expect. We provide a level of technical knowledge that, typically, a single jurisdiction does not have because of limited exposure to these public safety systems in a production environment. Our team serves as the state's advocate and





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represents your best interests throughout the analysis, recommendation, vendor and equipment selection process.

Our team has the most up-to-date information available regarding how public safety vendors are designing their system architecture, equipment features and functions, the level of resiliency and redundancy, and available levels of system backup and disaster recovery.

Evaluation of Vendor Presentations

In collaboration with the State and in conjunction with the development of the RFP, *FE/Kimball* will develop the technical evaluation and vendor selection criteria to be used uniformly for vendor presentations. We will assist the state in developing the weighting and scoring factors for evaluating vendor short-list presentations and demonstrations.

Geographic Information Services

Our GIS consultant will evaluate the compliance of GIS data with the 911 Department's data standards for NG9-1-1 implementations. We will verify GIS database requirements and determine if the responsibilities for maintenance are clearly defined, allowing vendors, as well as the State and local entities, to understand their roles. *FE/Kimball* will also provide GIS consulting services to review data standards and quality and assist in the design and implementation of GIS databases and data maintenance.

Text-to-911 Design and Deployment

With the ongoing emergence of Text to 9-1-1 usage, *FE/Kimball* will assist the state in understanding the current offerings of Text-to-9-1-1 services and its impact on NG9-1-1. Our team will work with the state to understand the desired requirements and then include these requirements in RFPs to be developed. This will result in current and practical options to consider for migration to the complete NG9-1-1 environment.

IP and PSTN Network Configuration

The *FE/Kimball* project team has participated in numerous NG9-1-1 network configurations. We have planned, designed, and assisted with the procurement, implementation, and service management of the resulting networks based upon NENA, APCO, IETF, ATIS, and ISO standards.

We will act as the state's technical consultant and assist with contractual or technical decisions and discussions with the awarded NG9-1-1 system network provider to develop interfaces between the legacy PSTN 9-1-1 network and the evolving IP-based ESINet. We will prepare responses to the awarded vendor's questions in a timely manner. Network configuration in conformance with NENA i3 requirements are a top priority. Redundancy and reliability of network infrastructure are at the top of the priority list.

We will document the broad goals, general user needs, and a high-level view of the operating environment that the Commission looks to achieve with an RFP for its ESINets and next generation functional systems. In implementing the State of Nebraska NG9-1-1 Plan, we will





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identify operational scenarios to be supported and outline a transition plan for the orderly and error-free migration from the PSTN to new functional IP platforms.

We will provide options to configure each part of the next generation system and the peripherals in a manner that is non-intrusive to working operations but is the timeliest and most cost effective for Nebraska and its de-centralized PSAPs. We will work with the Commission and PSAPs across Nebraska to plan for a system that will satisfy mandated criteria required for interoperability and provide maximum interoperability with PSAPs. We will also work with service providers and equipment vendors to provide the Commission with the most diverse, redundant and secure next generation system while maintaining functionality of the legacy PSTN network until migration to the next generation environment has been achieved.

Network Security and Vulnerability

FE/Kimball will review technical, operational, and management policies and procedures related to network and IT security in accordance with NENA NG-SEC standards documents, which some of our proposed team members helped to develop. This review will evaluate the extent to which the state and selected service providers' network security documentation (policies and procedures) addresses the elements of essential processes, security plans, and procedures and adequately documents and implements them. We will support the state in developing an efficient method for administering and evolving an often-interrelated set of products and program documentation and that procedures are effective, accurate, and up-to-date.

Telecommunicator Training

FE/Kimball will provide oversight and review of vendors' training plans to verify a comprehensive plan is provided to each agency. We will work with the agency to formulate plans, assign responsibility, and document the planning in a training plan. Our operational experts will assist in the organization, scheduling, and oversight of the training needed to effectively implement the new systems.

Having implemented many comparable systems in the past, our team has keen insight into how configuration and set-up elements may positively or negatively impact operations and can proactively advise the project team on these potential issues throughout the implementation process. *FE/Kimball* will provide feedback on the completeness of vendor training materials including instructor guides, student materials, operator's manuals, training aides and quick reference cards that will be employed throughout the entire training process.





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7.5 Deliverables and Due Dates (RFP VI.A.3.e)

e. Deliverables and due dates.

We have developed a preliminary schedule for completion of the project, shown on the following page, based on the scope of work we have outlined. We are estimating a two-year project, beginning December 2, 2018, and ending December 2, 2021. This schedule can be accelerated or expanded depending upon the needs of Nebraska. We are also available to provide ongoing General Consulting Services through December 2023.

Upon award, we will work with the commission to finalize the schedule. We are available to begin the project immediately upon award.



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ID	Task Name	Task Mode	Duration	Start	Finish	2018			Qtr 1, 2019		
						Nov	Dec	Jan	Feb	Mar	
1	Project Initiation		35 days	Mon 12/3/18	Fri 1/18/19						
2	Project Start-up and Initiation		35 days	Mon 12/3/18	Fri 1/18/19						
3	Task 1 - 9-1-1 Service System Design		95 days	Mon 1/21/19	Fri 5/31/19						
4	Establish Technical Subcommittee		95 days	Mon 1/21/19	Fri 5/31/19						
5	Regional ESInet Functional Requirements & RFP Development		95 days	Mon 1/21/19	Fri 5/31/19						
6	Statewide ESInet Functional Requirements & RFP Development		95 days	Mon 1/21/19	Fri 5/31/19						
7	Task 2 - NG9-1-1 Core Services		95 days	Mon 1/21/19	Fri 5/31/19						
8	NG9-1-1 Core Services Functional Requirements & RFP Development		95 days	Mon 1/21/19	Fri 5/31/19						
9	Task 3 - Technical Assistance with GIS		95 days	Mon 1/21/19	Fri 5/31/19						
10	RFP and Selected Vendor Proposal Review Support		95 days	Mon 1/21/19	Fri 5/31/19						
11	Task 4 - Policies and Procedures		109 days	Wed 5/1/19	Mon 9/30/19						
12	Policies and Procedures Development Support		66 days	Wed 5/1/19	Wed 7/31/19						
13	COOP and Disaster Recovery Plan Development Support		46 days	Mon 7/1/19	Sat 8/31/19						
14	Training and Certification Program Development Support		86 days	Mon 6/3/19	Mon 9/30/19						
15	Task 5 - Call Handling Equipment		95 days	Mon 1/21/19	Fri 5/31/19						
16	CPE Functional Requirements & RFP Development		95 days	Mon 1/21/19	Fri 5/31/19						
17	Task 6 - Funding Considerations and Legislative Recommendations		1 day	Wed 5/2/18	Wed 5/2/18						
18	Funding Considerations & Legislative Recommendations Support		195 days	Fri 2/1/19	Thu 10/31/19						

State of Nebraska NG911
Date: Fri 9/28/18

Task: Manual Summary Rollup, Manual Summary, Start-only, Finish-only, External Tasks

External Milestone: Deadline, Progress, Manual Progress

Task Legend: Task, Split, Milestone, Summary, Project Summary, Inactive Task, Inactive Milestone, Inactive Summary, Manual Task, Duration-only