



STATE OF WASHINGTON
Washington State Patrol

Request for Qualifications/Quotations No. C090433PSC

Project Title: Criminal Intelligence Analyst Services

Estimated Schedule for Procurement Activities:

Issue Request for Proposals	October 23, 2008
Consultant questions due	October 31, 2008
Issue addendum to RFQQ (if applicable)	November 5, 2008
Proposals due	November 14, 2008
Announce first tier apparent successful proposers	November 24, 2008
Conduct proposer interviews	December 1, 2008

WSP reserves the right to revise the above schedule.

Expected Time Period for Contract: December 15, 2008 through September 30, 2012

Consultant Eligibility: This procurement is open to those consultants that satisfy the minimum qualifications stated herein, and that are available to work in Washington State.

Contents of the Request for Qualifications/Quotation:

1. Introduction
2. General Information for Consultants
3. Evaluation and Award
4. Exhibits
 - A. Certifications and Assurances
 - B. Checklist for Responsiveness
 - C. Questionnaire
 - D. Quotation
 - E. Waiver and Authorization to Release Information
 - F. Sample Contract

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1. Introduction

- 1.1 **Purpose.** The Washington State Patrol, hereafter called "WSP," is initiating this Request for Qualifications/Quotation (RFQQ) to solicit proposals from Consultants that can provide criminal intelligence analyst services at the Washington Joint Analytical Center.
- 1.2 **Background.** The Washington Joint Analytical Center is housed at the Seattle Field Office of the Federal Bureau of Investigation (FBI). WAJAC builds on existing intelligence efforts by local, regional, and federal agencies by organizing and disseminating threat information and other intelligence efforts to law enforcement agencies, first responders, and key decision makers throughout the state, allowing real-time, accurate, two-way flow of intelligence information. WAJAC participating agencies including the FBI; U.S. Immigration and Customs Enforcement; the Washington National Guard; the Washington State Patrol; and several local law enforcement agencies.
- 1.3 **Objectives.** WSP anticipates filling one (1) Criminal Intelligence Analyst - Lead position; and five (5) Criminal Intelligence Analyst positions through this procurement.
- 1.3.1 Criminal Intelligence Analyst Services: The first objective of this RFQQ is to contract with vendor(s) to provide a local presence at WAJAC in order to provide the following products:
- Raw intelligence classification and analysis
 - Daily intelligence briefings
 - Weekly and monthly written intelligence bulletins
 - Periodic intelligence assessments
 - Information dissemination to local law enforcement agencies
 - Effective communication to help others learn, understand and apply specific criminal intelligence analysis principles, techniques or information.
 - Effective identification, collection, organization and documentation of criminal intelligence data and information in ways that make the information most useful for subsequent assessment, analysis and investigation.
- 1.3.2 Criminal Intelligence Analyst – Lead Services: The second objective of this RFQQ is to contract with vendor(s) to provide a local presence at WAJAC in order to provide the following products:
- Provide quality control for intelligence analyst services and provide expert input to the fusion center's investigative, program management and policy decisions.
 - Plan intelligence analytical activities to support WAJAC's mission and work priorities
 - In coordination with management team, assist in determining goals and objectives; preparing short and long-range work plans and schedules.
 - Identify, prioritize and establish deadlines for intelligence analyst services
 - Review intelligence reports, daily briefs and periodic assessments for relevance, significance, validity and potential applications to countering terrorism acts and organized crimes against regional jurisdictions, critical infrastructure, services and the community at large.
 - Attend and provide high-level intelligence briefings on current or ongoing projects
 - Support WAJAC's chain of command in developing policies and procedures to accomplish necessary improvements for enhancing routine or highly specialized intelligence work performance requirements.

1.3.3 Task Orders. The purpose of this RFQQ is to identify qualified firms, place those firms who have successfully completed the RFQQ process under contract, and to negotiate separate task orders with contracted firms for specific services and maximum task order amounts. The award of a contract as a result of this RFQQ is not a guarantee of work.

1.4 Minimum Qualifications.

1.4.1 Business License: The Consultant will be required to have a license to conduct business in Washington State within ten business days of your announcement as an “Apparent Successful Proposer” or you will not be awarded a contract under this RFQQ. You may apply for a business license at Washington State Department of Licensing office or online through the Department of Licensing’s Master License Service located at <http://www.dol.wa.gov/mls/mlsinfo.htm>.

1.4.2 Criminal Intelligence Analyst Services: At a minimum, each proposed Consultant Team Member proposed for criminal intelligence analyst services must meet the following requirements:

- *Work Experience and/or Education*: Must have previously served as an intelligence analyst for a minimum of two (2) years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit. A Bachelor’s degree or higher college degree in criminal justice, law enforcement, statistical analysis or a related field may be substituted for the work experience requirement.
- *Specialized Training*: Must have completed Intelligence Analyst Training to ensure baseline proficiency in intelligence analysis and production.
- Must be proficient in the use of Microsoft Office Suite applications.
- Must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP. Proposed Consultant Team Members may be required to pass a polygraph examination.

1.4.3 Criminal Intelligence Analyst – Lead Services: At a minimum, each proposed Consultant Team Member proposed for criminal intelligence analyst-lead services must meet the following requirements:

- *Work Experience*: Must have four years of progressively responsible work experience in either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.
- *Education*: Possess a Bachelor’s degree from an accredited college or university; or, an Associate’s degree in criminal justice, law enforcement, statistical analysis or related field from an accredited college or university.
- *Specialized Training*: Must have completed Intelligence Analyst Training to ensure baseline proficiency in intelligence analysis and production.
- Must be proficient in the use of Microsoft Office Suite applications.
- Must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP. Proposed Consultant Team Members may be required to pass a polygraph examination.

1.4.4 WSP reserves the right to contract with multiple Consultants to ensure agency requirements are met.

1.4.5 WSP reserves the right to reject any proposed Consultant team member for any reason.

1.5 Period of Performance. The period of performance of any contract resulting from this RFQQ is tentatively scheduled to begin on or about December 15, 2008 and to end on September 30, 2012. Work is assigned through task orders detailing the Contractor Team Members providing services; the location of the services; and the maximum dollar amount for the task order period of performance.

Task orders and contracts resulting from this RFQQ are funded through a U.S. Department of Homeland Security grant award to Washington State. The award of any work through task orders is contingent on continued federal funding for the project.

1.6 Definitions. Definitions for the purposes of this RFQQ include:

Consultant – Individual or company submitting a proposal in order to attain a contract with WSP.

Consultant Team Member – An employee of the Consultant who is proposed for work under any contract resulting from this RFQQ.

Contractor – Individual or company whose proposal has been accepted by the WSP and has been awarded a fully executed, written contract.

Intelligence Analyst Training - Training received for the position of Intelligence Analyst in accordance with Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States dated October 2007 as published by the Bureau of Justice Assistance, U.S. Department of Justice.

Proposal – A formal offer submitted in response to this solicitation.

Request for Qualifications/Quotation (RFQQ) – Formal procurement document in which a service or need is identified but the evaluation of responses is limited to an analysis of the firm's qualifications, experience and ability to perform the specified services and their costs.

WSP - The Washington State Patrol is the agency of the State of Washington that is issuing this RFQQ.

2. General Information for Consultants

2.1 RFQQ Coordinator. The RFQQ Coordinator is the sole point of contact in WSP for this procurement. All communication between the Consultant and WSP upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Ms. Cindy Haider, RFQQ Coordinator
Mailing Address	Budget and Fiscal Services PO Box 42602 Olympia WA 98504-2602
Physical Address	210 – 11 th Avenue SW, Room 116 Olympia WA 98501
Fax Number	(360) 596-4077
E-Mail Address	cindy.haider@wsp.wa.gov

Any other communication will be considered unofficial and non-binding on WSP. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant. The use of facsimile transmission or e-mail communications with the RFQQ is acceptable except for the submission of proposals; see Section 2.3 below.

2.2 Consultant Questions and Answers. A Bidders Conference will not be held. Specific questions concerning this RFQQ should be submitted in writing via e-mail or fax to the RFQQ Coordinator at the address specified in Section 2.1 of this RFQQ. Questions must be received by the RFQQ Coordinator no later than 4:00 p.m. local time on October 31, 2008.

2.3 Submission of Proposals. Consultants are required to submit four (4) copies of their proposal. One copy must have original signatures and three copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at WSP no later than 4:00 p.m. local time on November 14, 2008.

The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator. Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Consultants assume the risk for the method of delivery chosen. WSP assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission or via e-mail. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of WSP and will not be returned.

2.4 Proprietary Information/Public Disclosure. Materials submitted in response to this competitive procurement shall become the property of WSP. All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Chief of the Washington State Patrol and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

WSP will consider a Consultant's request for exemption from disclosure; however, WSP will make a decision predicated upon Chapter 42.56 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.5 Revisions to the RFQQ. In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided to all who received the RFQQ. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFQQ. WSP also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.6 Minority and Women's-Owned Businesses Participation. The State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that

basis. Bidders may contact OMWBE at (866) 208-1064 to obtain information on certified firms and the certification process.

2.7 Acceptance Period. Proposals must provide 90 days for acceptance by WSP from the due date for receipt of proposals.

2.8 Responsiveness. All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive. WSP also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

Consultants may propose more than one Consultant Team Member in response to this RFQQ. However, the submission of Consultant Team Members meeting the requirements of this RFQQ with Consultant Team Members who do not meet those requirements may result in WSP holding the entire proposal as non-responsive.

2.9 Most Favorable Terms. WSP reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. WSP does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to WSP.

2.10 Contract Terms & Conditions. The apparent successful contractor will be expected to enter into a contract which is substantially the same as Exhibit F. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. WSP will review requested exceptions and accept or reject them at its sole discretion.

2.11 Cost to Propose. WSP will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of interviews, or any other activities related to responding to this RFQQ.

2.12 No Obligation to Contract. This RFQQ does not obligate the State of Washington or WSP to contract for services specified herein.

2.13 Rejection of Proposals. WSP reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.14 Commitment of Funds. The Chief of the Washington State Patrol or those with authority delegated by the Chief of the Washington State Patrol are the only individuals who may legally commit WSP to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 Insurance Requirements.

2.15.1 Worker's Compensation Coverage. The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. WSP will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2.15.2 Business Auto Policy. As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$500,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage. The Contractor shall furnish evidence of Business Auto Policy insurance meeting contract requirements at the request of WSP.

2.16 Background Checks. At its own discretion, WSP may complete background checks on any proposed Consultant team member. You must submit a Waiver and Authorization to Release Information form (Exhibit E) for all Consultant Team Member(s) proposed for work from any contract resulting from this RFQQ.

Consultants shall comply with WSP instructions on submitting fingerprints and other information to WSP in order to complete these background checks. Failure of a Consultant, Consultant Team Members or Consultant subcontractors to cooperate with WSP and other law enforcement agencies during the background check process will result in WSP's rejection of the Consultant's proposal.

3. Evaluation and Contract Award

3.1 Evaluation Procedure. Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. Proposals will be evaluated on a two tier evaluation system: the first tier is an initial evaluation of proposals by an evaluation team; the second tier consists of proposed Consultant Team Member interviews.

3.1.1 First Tier Evaluation. The first tier is an initial evaluation of proposals by an evaluation team consisting of both WSP, federal and other law enforcement agencies to determine the top proposed Consultant Team members for each of the two services procured under this RFQQ.

Items in Exhibit B, Checklist for Responsiveness, marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team. Based on scores from the first tier evaluation, WSP will select the top-scoring Consultant Team Members as finalists for the second tier evaluation.

The following weighting and points will be assigned to the proposal for both Criminal Intelligence Analyst Services and Criminal Intelligence Analyst-Lead Services for evaluation purposes:

Section	Possible Points
Consultant Team Member Education	25
Consultant Team Member Work Experience	45
Consultant Team Member References	15
Hourly Rate	15
Total Possible Points	100

3.1.2 Second Tier Evaluation. Top scoring Consultant Team Members selected during the first tier evaluation shall be interviewed by WAJAC member agencies; the second tier evaluation may involve a written examination and the submission of sample work products for evaluator review. The second tier evaluation will determine the Consultant Team Members that will be accepted for work under contracts resulting from this RFQQ. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

- 3.2 Notification to Proposers.** Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.
- 3.3 Debriefing of Unsuccessful Proposers.** Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request. Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.
- 3.4 Protest Procedure.** This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the acquisition with the WSP Budget and Fiscal Services Administrator at the address below:

WSP Budget and Fiscal Services

ATTN: Administrator

Mailing Address:

PO Box 42602

Olympia WA 98504-2602

Phone: (360) 596-4043

Street Address:

210 – 11th Avenue SW, Room 116

Olympia, Washington 98501

Fax: (360) 596-4078

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the WSP Budget and Fiscal Services Administrator. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or WSP policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) WSP's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by WSP. The Chief of WSP or an employee delegated by the Chief of WSP who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay. In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the WSP Budget and Fiscal Services Administrator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold WSP's action; or
- Find only technical or harmless errors in WSP's acquisition process and determine the WSP to be in substantial compliance and reject the protest; or

- Find merit in the protest and provide options to WSP, including correcting errors and reevaluating all proposals; reissuing the solicitation document; or making other findings and determining other courses of action as appropriate.

If WSP determines that the protest is without merit, WSP will enter into a contract with the apparently successful contractor(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

4. Proposal Format

4.1 Proposal Contents. Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The five major sections of the proposal are to be submitted in the order noted below:

- Letter of Submittal;
- Certifications and Assurances (Exhibit A to this RFQQ);
- The Consultant's response to Exhibit C, Questionnaire;
- The Consultant's Quotation (Exhibit D); and
- A Waiver and Authorization to Release Information (Exhibit E) signed by proposed Consultant Team Members

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

4.2 Letter of Submittal Requirements. The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Legal status of the Consultant (sole proprietorship, general partnership, limited partnership, limited liability partnership, corporation, or limited liability company) and the year the entity was organized to do business as the entity now substantially exists.
3. If the Consultant is a general partnership, limited partnership, limited liability partnership, corporation, or limited liability company, the name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
4. The Consultant's Federal Employer Tax Identification number or Social Security number, and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
5. Identify any State employees or former State employees employed or on the Consultant's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by WSP that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
6. Identify the Consultant Team Members proposed for work for Criminal Intelligence Analysis Services; and/or Criminal Intelligence Analysis – Lead Services.

5. RFQQ Exhibits

- Exhibit A Certifications and Assurances
- Exhibit B Checklist for Responsiveness
- Exhibit C Questionnaire
- Exhibit D Quotation
- Exhibit E Waiver and Authorization to Release Information
- Exhibit F Sample Contract

CHECKLIST FOR RESPONSIVENESS

- _____ One (1) original Letter of Submittal and Certifications and Assurances was submitted with the Consultant's proposal. Letter of Submittal and Certifications and Assurances were signed by a person authorized to legally obligate the Consultant.
- _____ 4 separately-bound copies of the proposal were submitted.
- _____ Proposal was submitted on or before **4:00 p.m. on November 14, 2008.**
- _____ The Consultant is licensed to do business in the State of Washington.
- _____ For Criminal Intelligence Analyst Services, the proposal clearly demonstrates that any proposed Consultant Team Member(s):
 - Has previously served as an intelligence analyst for a minimum of two (2) years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit; or has a Bachelor's degree or higher college degree in criminal justice, law enforcement, statistical analysis or a related field that substitutes for the work experience requirement; and
 - Has provided proof of completion of Intelligence Analyst Training to ensure baseline proficiency in intelligence analysis and production.
- _____ For Criminal Intelligence Analyst – Lead Services, the proposal clearly demonstrates that any proposed Consultant Team Member
 - Has four years of progressively responsible work experience in either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit; and
 - Possess a Bachelor's degree from an accredited college or university; or, an Associate's degree in criminal justice, law enforcement, statistical analysis or related field from an accredited college or university; and
 - Has provided proof of completion of Intelligence Analyst Training to ensure baseline proficiency in intelligence analysis and production.
- _____ For Criminal Intelligence Analyst Services the hourly reimbursement rate for proposed Consultant Team Members does not exceed \$50.00.
- _____ For Criminal Intelligence Analyst – Lead Services the hourly reimbursement rate for proposed Consultant Team Members does not exceed \$60.00.
- _____ The proposal contains a Waiver and Authorization to Release Information form for every Consultant Team Member proposed for work. The form is signed by each respective proposed Consultant Team Member.
- _____ Proposal provided 90 days for acceptance of its terms from the due date of proposals.

QUESTIONNAIRE**1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services (SCORED).**

- A. If you are submitting a proposal for Criminal Intelligence Analyst Services, identify Consultant Team Member(s) who will provide services under the potential contract, indicating the responsibilities and qualifications of such personnel. In particular please provide information on proposed Consultant Team Member experience and training in the following areas:
- Formal education in criminal justice, law enforcement, statistical analysis or a related field.
 - Work experience in national security or criminal intelligence analysis
 - Specialized intelligence analysis training
 - Ability to use Microsoft Office Suite software
- B. Please provide resumes' for the proposed Consultant Team Member(s), which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Please provide certificates of completion or other proof of specialized intelligence analyst training with the resumes'.

2. Team Member Qualifications/Experience for Criminal Intelligence Analyst-Lead Services (SCORED).

- A. If you are submitting a proposal for Criminal Intelligence Analyst-Lead Services, identify Consultant Team Member(s) who will provide services under the potential contract, indicating the responsibilities and qualifications of such personnel. In particular please provide information on proposed Consultant Team Member experience and training in the following areas:
- Formal education in criminal justice, law enforcement, statistical analysis or a related field.
 - Work experience in national security or criminal intelligence analysis
 - Specialized intelligence analysis training
 - Ability to use Microsoft Office Suite software
- B. Please provide resumes' for the proposed Consultant Team Member(s), which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Please provide certificates of completion or other proof of specialized intelligence analyst training with the resumes'.

3. References (SCORED) - List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for which work has been accomplished and briefly describe the type of service provided. The Consultant must grant permission to WSP to contact the references. Do not include current WSP staff as references.**4. Related Information (MANDATORY)**

- A. If the Consultant contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- B. If the Consultant's team member was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- C. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated

due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

- D. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. WSP will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

- 5. Waiver and Authorization to Release Information (MANDATORY)** – Any proposed Consultant Team Member must be able to obtain a federal Top Secret level security clearance, and must pass a criminal history background check conducted by WSP. Please provide one Waiver and Authorization to Release Information form (Exhibit E) for each Consultant team member proposed. This form must be signed by the respective Consultant team member.

QUOTATION

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ. However, Consultants are encouraged to submit proposals which are consistent with State government efforts to conserve state resources.

A. Identification of Costs (SCORED)

Identify the hourly reimbursement rate for proposed Consultant Team Members for services through September 30, 2009; and each of the three optional years of a contract resulting from this RFQQ. If the hourly rate differs for each individual, please identify the specific rate for each proposed Consultant Team Member.

For Criminal Intelligence Analyst Services, WSP will accept proposals for hourly rates up to \$50.00; submission of a proposal with an hourly rate in excess of \$50.00 for these services will result in the rejection of your proposal as non-responsive.

For Criminal Intelligence Analyst-Lead Services, WSP will accept proposals for hourly rates up to \$60.00; submission of a proposal with an hourly rate in excess of \$60.00 for these services will result in the rejection of your proposal as non-responsive.

Period	Initial - 9/30/09	10/1/09 – 9/30/10	10/1/10 – 9/30/11	10/1/11 – 9/30/12
Hourly Rate				

B. Basis for Determining Rates.

1. The hourly rate must include all costs associated with providing services, including Consultant Team Member salary and benefits, industrial insurance, and federal and state taxes.
2. WSP will reimburse for maximum one hundred and seventy-three (173) hours per month for each Consultant Team Member providing services under contracts resulting from this RFQQ.
3. The worksite, office supplies, personal computer, and communications shall be provided to the Contractor. Any such goods and/or services shall remain the property of WSP.
4. When services are required by WSP at locations other than the Consultant Team Members worksite, WSP will reimburse Contractors for authorized lodging, subsistence and business vehicle mileage costs at current State of Washington approved reimbursement rates. These rates are published in the State Accounting and Administrative Manual (SAAM). This manual is available at the Office of Financial Management’s SAAM website: <http://www.ofm.wa.gov/policy/saamintro.htm>.

C. Computation. The score for the cost proposal will be computed by dividing the lowest average hourly rate received by the Consultant’s average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section.

WAIVER AND AUTHORIZATION TO RELEASE INFORMATION

To whom it may concern:

I authorize you to furnish the Washington State Patrol with any and all information that you have concerning me, my work, my reputation, my driving record, my criminal history record, including any arrest records, any information contained in investigatory files, any internal affairs investigations and discipline, including any files which are deemed to be confidential and/or sealed, my medical records, my psychological testing analysis and recommendation, my military service records, and my financial status. Information of a confidential or privileged nature may be included.

Your reply will be used to assist the Washington State Patrol in determining my qualifications. I understand my rights under Title 5, United States Code, Section 552a (The Privacy Act of 1974), and waive these rights with the understanding that information furnished will be used by the Washington State Patrol.

I hereby release to you, your organization, and others from any liability or damage which may result from furnishing the information requested.

A photocopy of this authorization shall be as valid as the original.

To be completed by the applicant:

Applicant Name (First, Middle, Last)			
Other names you have been know by, including prior marriage(s) or nickname(s)			
Address	City	State	Zip Code
Social Security Number		Date of Birth	
Applicant Signature		Date	

SAMPLE CONTRACT

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No.	
		Other Contract No.	
This Contract is between the State of Washington, Washington State Patrol and the Contractor identified below, and is governed by chapter 39.29 RCW.			
CONTRACTOR NAME		Contractor Doing Business As (DBA)	
Contractor Address		Contractor Federal Employer Identification Number (mandatory, for tax purposes)	
Contact Name		Contact Telephone	
Contact Fax		Contact E-mail Address	
WSP Contact Information			
WSP Project Manager Name and Title		WSP Project Manager Address	
Telephone	Fax	E-mail Address	
WSP Administrative Contact Name and Title		WSP Administrative Contact Address	
Telephone	Fax	E-mail Address	
Contract Start Date		Contract End Date	Maximum Contract Amount
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work. <input checked="" type="checkbox"/> Exhibit B, General Terms and Conditions <input checked="" type="checkbox"/> Additional Exhibits as specified: Exhibit C, Contractor Employee Nondisclosure Agreement			
This Contract, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.			
FOR THE WASHINGTON STATE PATROL:		FOR THE CONTRACTOR:	
WSP Signature	Date	Contractor Signature	Date
Printed Name and Title John R. Batiste, Chief		Printed Name and Title	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/20/02

STATEMENT OF WORK

1. Statement of Work.

- a. General. As assigned by WSP, the Contractor Employee(s) identified below shall provide criminal intelligence analyst services at the Location of Work in order to provide the following products:
- Raw intelligence classification and analysis
 - Daily intelligence briefings
 - Weekly and monthly written intelligence bulletins
 - Periodic intelligence assessments
 - Information dissemination to local law enforcement agencies
 - Effective communication to help others learn, understand and apply specific principles, techniques or information.
 - Effective identification, collection, organization and documentation of data and information in ways that make the information most useful for subsequent assessment, analysis and investigation.

Contractor Employee _____ Location of Work

- b. Task Orders. Work shall be assigned by a negotiated Task Order and must be signed by both parties. Each Task Order must identify the Contractor’s Employee assigned to do the work (“Contractor Employees”), the Local Worksite to which the Contractor’s Employee will be assigned and a start and end date for work at that location.

2. Contractor Qualifications. During the period of performance of this Contract, the Contractor Employee must be able to obtain a federal Top Secret level security clearance.

3. Rules of Conduct. During the period of performance of this Agreement, the Contractor must follow these basic rules of conduct while providing instruction:

- a. Alcohol and Drug Use. The Contractor shall not consume any alcohol or intoxicating beverage while providing services under this Contract, and will not appear for work while under the influence of alcohol or while having alcohol in their system. The Contractor shall not possess, use, or store alcoholic beverages while at any WSP facility or local worksite. Contractor employees shall not use or possess any narcotic, dangerous drug, or controlled substance except at the direction of a physician, dentist, or other medical authority for medical purposes. If the Contractor is directed by competent medical authority to use a narcotic, dangerous drug, or controlled substance, he/she shall not use such medication to the extent that their performance is affected while at any WSP facility or local worksite.

STATEMENT OF WORK (Continued)

- b. Courtesy. The Contractor shall be courteous to WSP staff, other law enforcement partners, and the public. The Contractor shall be tactful in the performance of their duties, shall control their tempers and exercise the utmost patience and discretion, and shall not engage in argumentative discussions. In the performance of their duties, the Contractor shall not use coarse, violent, profane, or insolent language or gestures, and shall not express any prejudice concerning race, religion, sex, politics, national origin, lifestyle, or similar personal characteristics.
- c. Appearance. WSP expects the Contractor to present a professional image when providing services under this Contract. Clothing shall be neat, clean, and in good condition.

- 4. Confidential Information. The Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. The Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without WSP's express written consent or as provided by law.

The Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Immediately upon expiration or termination of this Contract, the Contractor shall, at WSP's option: (i) certify to WSP that the Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to WSP; or (iii) take whatever other steps WSP requires of the Contractor to protect Confidential Information. WSP reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the Contractor through this Contract.

Contractor Employees working under this Contract shall complete and sign Exhibit C, Contractor Employee Nondisclosure Agreement, attached hereto and incorporated into the Contract herein. Violation of this section by the Contractor may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties. Furthermore, the Contractor is subject to all applicable state and federal laws, rules, and regulations, including RCW 10.97, violation of which may result in criminal prosecution.

- 6. Fees. WSP will reimburse the Contractor at the hourly rate identified below for services provided by the Contractor Employee(s) under this Contract.

<u>Contractor Employee</u>	<u>Initial Rate</u>	<u>FFY10 Rate</u>	<u>FFY11 Rate</u>	<u>FFY12 Rate</u>
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STATEMENT OF WORK (Continued)

When services are required by WSP at locations other than the local worksite, WSP will reimburse the Contractor for authorized lodging, subsistence and business vehicle mileage costs at current State of Washington approved reimbursement rates. These rates are published in the State Accounting and Administrative Manual (SAAM). This manual is available at the Office of Financial Management's SAAM website:
<http://www.ofm.wa.gov/policy/saamintro.htm>

GENERAL TERMS AND CONDITIONS

1. Definitions.

“Contract” means this Personal Service Contract, including all documents attached or incorporated by reference.

“Contractor” means the entity performing services to this Contract and includes the Contractor’s owners, members, officers, director, partners, employees and/or agents unless otherwise stated in this Contract. For purposes of any permitted Subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, director, partners, employees and/or agents.

“General Terms and Conditions” means this Exhibit B.

“Statement of Work” means the Special Terms and Conditions of this Contract, which is attached hereto and incorporated herein as Exhibit A.

“Subcontract” means a separate contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

“RCW” means the Revised Code of Washington. All references in the Contract to RCW chapters or sections shall include any successor, amended or replacement statutes.

“USC” means United States Code. All references in the Contract to USC chapters or sections shall include any successor, amended or replacement statutes.

“WSP” means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. Payment. WSP shall reimburse the Contractor an amount not to exceed the Maximum Contract Amount specified on the Face Sheet of this Contract.
3. Billing Procedure. WSP shall reimburse the Contractor according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoices shall describe and document to WSP’s satisfaction a description of the work performed, activities accomplished, the progress of the project, fees and expenses, and WSP’s contract number.
4. Advance Payments Prohibited. WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Contractor pursuant to this Contract.
5. Assignment. The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by the Contractor in whole or in part, without the express written consent of WSP.
6. Attorneys’ Fees and Costs. If any litigation is brought to enforce any term, clause, provision or section of this Contract or as a result of this Contract in any way, the prevailing party shall be awarded

its reasonable attorney's fees together with expenses and costs incurred with such litigation, including necessary fees, costs and expenses for services rendered at both trial and appellate levels as well as subsequent to judgment in obtaining execution thereof. In the event that parties to this Contract engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution, including the cost of mediation or arbitration services. Each party shall be responsible for their own attorney's fees incurred as a result of the alternative dispute resolution method.

7. Compliance with Civil Rights Laws. During the period of performance for this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to, Title VII of the Civil Rights Act, 42 USC 12101 et seq.; the Americans with Disabilities Act (ADA); and Chapter 49.60 RCW.
8. Confidentiality. The Contractor shall not use or disclose any information concerning WSP, or information that may be classified as confidential, to any third party without the written permission of WSP. The Contractor shall destroy or return all such information to the WSP Program Manager at the end of this Contract.
9. Contract Execution and Amendments. This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee. WSP and the Contractor may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Contractor.
10. Contractor Certification Regarding Ethics. The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and will comply with Chapter 42.52 RCW throughout the term of the Contract.
11. Disputes. In the event that a dispute arises under this Contract, it shall be resolved by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Contractor shall appoint a member to the Dispute Board. The Chief of WSP and the Contractor shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Contract.
12. Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
13. Indemnification. The Contractor shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. The Contractor expressly agrees to indemnify, defend and hold harmless WSP for any claim arising out of or incident to the Contractor's performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor.
14. Independent Capacity. The Contractor acknowledges that the Contractor is an independent contractor, and not an officer, employee or agent of WSP or the State of Washington. The Contractor shall not hold itself out as, nor claim status as, and officer, employee or agent of WSP or the State of Washington. The Contractor shall indemnify and hold WSP harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees unless otherwise specified in this Contract.

15. Industrial Insurance Coverage. Prior to performing work under this Contract, the Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the period of performance for this Contract. WSP shall not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.
16. Insurance. The Contractor shall provide insurance coverage as set out in Exhibit A, Statement of Work. The intent of the required insurance is to protect the State of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or any subcontractor, or agents of either, while performing under the terms of this Contract.
17. Inspection; Maintenance of Records. During the term of this Contract and for one year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Contractor's place of business and its records, and monitoring, auditing and evaluating the Contractor's performance and compliance with applicable laws, regulations, rules and this Contract.

During the term of this Contract and for six years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Contract; (ii) substantiate the Contractor's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to WSP and all expenditures made by the Contractor to perform as required by this Contract.

18. Order of Precedence. In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;
Exhibit A, Statement of Work;
Any other provision of this Contract; and
Any document incorporated by reference.

19. Overpayments to Vendors. Upon notice of an erroneous payment or overpayment to which the Contractor is not entitled pursuant to this Contract, the Contractor shall promptly refund to WSP the full amount of any such payment or overpayment.
20. Personnel. WSP employees performing work under the terms of this Contract (if any) shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Contract in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Contract shall be at the discretion of the Chief of WSP or designee.
21. Rights in Data. Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to , reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

Material delivered by the Contractor under the terms of this Contract, but which does not originate therefrom, shall be transferred with a nonexclusive, royalty-free irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, provided that such a license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable efforts to advise WSP at the time of material delivery of all known or potential invasions of privacy contained therein and of any portion of such material which was not produced in performance of this Contract. WSP shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this Contract. WSP shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

22. **Savings.** In the event that funds WSP relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Contract by providing written notice to the Contractor. This termination shall be effective on the date specified in the notice of termination.
23. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.
24. **Site Security.** While on WSP's premises, the Contractor shall conform in all respects with physical, fire or other security regulations communicated to the Contractor by WSP.
25. **Subcontracting.** Except as otherwise provided in this Contract, the Contractor may subcontract for any of the services provided under this Contract with the prior, written approval of WSP. The Contractor shall be responsible for the acts and omissions of any subcontractor.
26. **Survivorship of Provisions.** Any terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive performance by the parties to this Contract shall so survive the completion of the period of performance or termination of this Contract.
27. **Taxes.** WSP shall pay sales and use taxes imposed on services provided by the Contractor under this Contract if required by state law. The Contractor shall pay all other taxes, including, but not limited to, Washington State Business and Occupation Tax, taxes based on the Contractor's income, or personal property taxes levied or assessed on the Contractor's personal property to which WSP does not own title.
28. **Termination for Convenience.** Except as otherwise provided in this Contract, either party may terminate this Contract upon thirty (30) calendar days written notification. If this Contract is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Contract for performance rendered prior to the effective date of termination.
29. **Termination for Default.** WSP may terminate the Contract for default, in whole or in part, if WSP has a reasonable basis to believe that the Contractor failed to perform under any provision of this Contract; violated any applicable law, regulation, rule or ordinance; or otherwise breached any provision or condition of this Contract.

WSP shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) calendar days, the Contract may be terminated. WSP reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional

obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by WSP to terminate the Contract.

In the event of termination for default, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract, and all administrative costs directly related to procuring the replacement contract. If it is determined that the Contractor was not in default the termination shall be deemed a termination for convenience. The rights and remedies of WSP provided under this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

30. Termination Procedure. The following provisions shall survive and be binding on the parties to this Contract in the event this Contract is terminated.
 - a. The Contractor shall stop work under this Contract on the date specified in the notice of termination, and shall comply with all instructions contained in the notice of termination.
 - b. The Contractor shall deliver to the WSP Project Manager identified on the Face Sheet of this Contract, all WSP property in the Contractor's possession and any WSP property produced under this Contract. The Contractor grants WSP the right to enter upon the Contractor's premises for the sole purpose of recovering any WSP property that the Contractor fails to return within ten (10) calendar days of termination of the Contract. Upon failure to return WSP property within ten (10) calendar days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation and attorney's fees. The Contractor shall protect and preserve any property of WSP that is in the possession of the Contractor pending return to WSP. The Contractor shall provide written certification to WSP that the Contractor has returned all WSP property in the Contractor's possession.
 - c. WSP may direct assignment of the Contractor's rights to and interest in any subcontract or orders placed to WSP. WSP may terminate any subcontract or orders, and settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - d. WSP shall be liable for and shall pay for only those services authorized and provided through the date of termination. WSP may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to WSP.
 - e. In the event of termination for default, WSP may withhold a sum from the final payment to the Contractor that WSP determines necessary to protect WSP against loss or additional liability.
31. Treatment of Assets. Title to all property furnished by WSP to the Contractor under the terms of this Contract shall remain with WSP. Any property furnished by WSP to the Contractor under the terms of this Contract shall be used only for the performance of this Contract. The Contractor shall be responsible for any loss or damage of property provided to the Contractor by WSP resulting from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices. Upon the discovery of loss or damage of WSP property, the Contractor shall notify WSP and take all reasonable steps to prevent any further loss or damage. upon the termination or completion of this Contract the Contractor shall surrender all WSP property to the WSP Project Manager indicated on the Face Sheet of this Contract .
32. Waiver. A failure by WSP to exercise its rights under this Contract shall not preclude WSP from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of WSP and attached to the original Contract.

CONTRACTOR EMPLOYEE NONDISCLOSURE AGREEMENT

I acknowledge that some of the material and information that may come into my possession or knowledge in connection with Washington State Patrol Contract Number _____ (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes ("Confidential Information").

Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information.

I agree to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the Washington State Patrol's express written consent or as provided by law.

I also agree to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

Immediately upon expiration or termination of this Contract or my employment with the Contractor, I shall surrender any and all Confidential Information in my possession to the Vendor for its disposition according to the terms of the Contract.

I understand that I am subject to all applicable state and federal laws, rules, and regulations, including RCW 10.97, violation of which may result in criminal prosecution.

Signature of Contractor Employee

Printed Name and Title

Date