

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051032PSC (7)		Other Contract Number	A/R Number
Contract Start Date		Contract End Date December 31, 2008	AFRS End Date
Contract Title Criminal Intelligence Analyst Services			CFDA No. QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Security and Investigations Inc.			
Contractor Contact Address			
Contractor Contact Name		Contractor Contact Phone	Contractor EIN/SSN
Contractor E-Mail Address		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager LT Drake		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Sue Aschenbrenner

Remarks: Extends period of performance for one month.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$843,950.00	Grants and Contracts Manager	<i>[Signature]</i> 11/21/08
Amendment Amount	\$11,000	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$854,950.00	Budget Manager	<i>[Signature]</i> 11/18/08
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 11/18/08

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ7	001	01*	00271	WAJ7	CE					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
Travel Authorized: Yes No Voluntary O/T: Yes No
Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

300-365-522 (R 6/03)

WSP Contract No. C051032PSC
Amendment 7

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$11,000 for a revised maximum contract amount of \$854,950.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

Paul S. Beckler
John R. Batiste, Chief

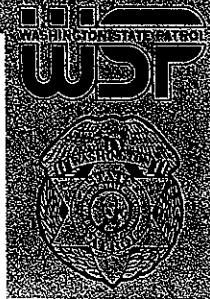
[Signature]
Signature

11/20/08
Date

11-21-08
Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 7 to WSP Contract No. C051032PSC
DATE: December 3, 2008

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Security and Investigations Inc. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 12, ext. 11052 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Sue Aschenbrenner, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

December 3, 2008

Ms. Priscilla Coy-Monahan
Security and Investigations Inc.
407 Howell Way
Edmonds WA 98020

Dear Ms. Coy-Monahan:

Subject: Amendment 7 to WSP Contract No. C051032PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 596-4052.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Huddahl
Budget and Fiscal Services

jh
Enclosure



Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. 6051032P3C(7) Period of Performance: - 12/31/08

Contract Title: Criminal Intel Analyst Services

Other Party: Security & Investigations Inc

Amount: \$850,950

- Payable
- Receivable
- Other: _____

Scope of Work: Extends for one add'l month using WAJAC FFY07 LETPP Funds (WAJ2) - one of 4 analysts working at WAJAC. Won't be extended - new contracts are being procured.

Comments:

Grants and Contract Manager: IRG 12/1

BFS Administrator: RPM 12/1/08 - OK

Management Services Bureau Director: RPM for DP

Chief/Deputy Chief: JB 12-2-08

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

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- c. This amendment is effective on November 30, 2008.

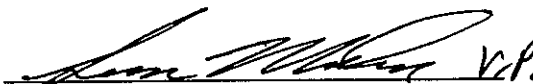
All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

11-21-08

Date

SECURITY & INVESTIGATIONS INC.

407 HOWELL WAY
EDMONDS WA 98020
425-672-8787 PHONE
425-672-0877 FAX

TO:
Jeff Hugdahl

FROM:
Sean Monahan/Security & Investigations
Inc.

COMPANY:
WSP

DATE:
11/21/2008

FAX NUMBER:
360-596-4078

TOTAL NO. OF PAGES INCLUDING COVER:
2

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE:

YOUR REFERENCE NUMBER:

WSP Contract No. C051032PSC
Amendment 7

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Mr. Hugdahl, the following page is the signed copy of WSP Contract No. C051032PSC Amendment 7. The original is going out in the mail today.

WSP Contract No. C051032PSC
Amendment 7

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

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STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

11-21-08
Date

WASHINGTON STATE PATROL
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THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Thursday, November 20, 2008 4:35 PM
To: 'Sean Monahan'
Subject: RE: WSP Contract No. C051032PSC Amendment 6
Attachments: sii amd 7.doc

Sean, the attached amendment will fund Mr. Kristof at WAJAC through December 31, 2008. If you could sign this amendment, fax it to me no later than Wednesday, November 26 and mail the original I'd appreciate it.

From: Hugdahl, Jeff (WSP)
Sent: Wednesday, September 24, 2008 4:01 PM
To: 'Sean Monahan'
Subject: RE: WSP Contract No. C051032PSC Amendment 6

Sean, we've learned today that Region 1 will not be providing WSP with the funding for Mr. Melton's portion of the contract. I've attached a revised amendment to continue funding Mr. Kristof at WAJAC for an additional 2 months. If you could sign this amendment, fax it to me and mail the original I'd appreciate it.

From: Sean Monahan [mailto:sean@cssow.org]
Sent: Wednesday, September 24, 2008 2:39 PM
To: Hugdahl, Jeff (WSP)
Subject: WSP Contract No. C051032PSC Amendment 6

Mr. Hugdahl, I just faxed over the signed above mentioned Contract amendment. The original will go out in the mail today. If you have time please let me know that the faxed was received. Thanks.

Sean Monahan
Security & Investigations, Inc.
425-672-8787 Phone
1-800-865-2880 Phone
425-670-1640 Fax

No virus found in this outgoing message.
Checked by AVG.
Version: 7.5.524 / Virus Database: 270.7.1/1688 - Release Date: 9/24/2008 6:29 AM

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, November 20, 2008 3:46 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 11/18/2008 3:54:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34379-07

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 11/18/2008 3:54:00 PM
Start Date: 11/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$849,950
Amendment Value: \$11,000
New Total Contract Value: \$860,950

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Tuesday, November 18, 2008 3:54 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 11/18/2008 3:54:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 64562

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 11/18/2008 3:54:00 PM
Start Date: 11/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$849,950
Amendment Value: \$11,000
New Total Contract Value: \$860,950

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 64562

Agency Contract Number: C051032PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 900087242

Legal Name Security and Investigations Inc.

DBA

UBI 602293493

Address 407 Howell Way, Edmonds, WA USA 98020

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To provide criminal intelligence analyst services to local, state and federal law enforcement agencies through the Washington Joint Analytical Center (WAJAC). The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional month.

Fund Source

Filing Number	Federal	State	Other	Total
34379 - 00	\$158,000			\$158,000
34379 - 01	\$32,000			\$32,000
34379 - 02	\$22,300			\$22,300
34379 - 03	\$86,500			\$86,500
34379 - 04	\$264,600			\$264,600
34379 - 05	\$264,600			\$264,600
34379 - 06	\$21,950			\$21,950
This Filing	\$11,000			\$11,000
Contract Total				\$860,950

Contract Dates

Filed Date	Start Date	End Date
	11/30/2008	12/31/2008

Contacts

Jeff Hugdahl	(360)596-4052	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)596-4052	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification**Reason for Late Filing:**

The program anticipated completing a procurement for these services in time to allow this contract to end on November 30; and new contracts providing services effective December 1. The procurement process is taking longer than originally anticipated.

Action taken to prevent future Late Filings:

The agency will plan on a longer time period for the procurement of these services in the future.

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional month. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program (LETPP) funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The services assist the State Patrol, federal agencies, and local law enforcement by providing criminal intelligence analysis for law enforcement missions. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. WSP is contractually obligated to the federal government to provide these services. These services are critical to WSP to fulfill their mission of "enhancing the safety and security of our state" which includes sharing information with other local, state and federal law enforcement organizations. In light of the Personal Service contract freeze, this amendment was approved by executive management, the deputy chief and chief.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at WAJAC while the agency conducts a competitive procurement of these services. A new RFQQ for these services was issued on October 31, 2008; the agency is currently conducting an evaluation of proposals but will not be completed with the procurement process by the time this contract ends on November 30, 2008. Should this contractor become an apparent successful proposer under the new RFQQ they will be placed under a new contract; this current contract will not be extended after this amendment.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would be available beyond November 30, 2008.

Explain why the services were not included in the terms of the original contract.

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would be available beyond November 30, 2008.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

The contract has been amended to extend the period of performance through December 31, 2008 while the agency conducts a competitive procurement of these services. A waiver was granted by the U.S. Department of Homeland Security for the use of \$1 million dollars of federal fiscal year 2008 funds to continue funding contracted intelligence analysts; rather than continue to extend this contract the agency is conducting a new procurement for these services and allowing all previous contracts for this service to expire.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

sii amd 7.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 9/26/08

LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051032PSC (6)		Other Contract Number		A/R Number	
Contract Start Date		Contract End Date November 30, 2008		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Security and Investigations Inc.					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Drake		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Shawn Eckhart	

Remarks: Extends period of performance for two months for John Kristof only.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$822,000.00	Grants and Contracts Manager	9/29
Amendment Amount	\$21,950.00	Business Office Manager	
Revised Total Amount	\$843,950.00	Budget Manager	9/29/08
Indirect Costs %		Accounting Manager	9/29/08

Allot: Yes No
 Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ7	001	01*	00271	WAJ7	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue	<input type="checkbox"/> Interagency Reimbursement
	<input type="checkbox"/> Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____
 300-365-522 (R 6/03)

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$21,950.00 for the services of Contractor employee John Kristof at the Washington Joint Analytical Center. The revised maximum contract amount is \$843,950.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

P. S. Beckley
John R. Batiste, Chief

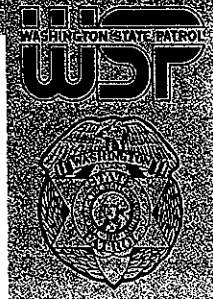
[Signature] SB V.P.
Signature

9-30-08
Date

9-24-08
Date

INTER-OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 6 to WSP Contract No. C051032PSC
DATE: October 8, 2007

Attached is a fully executed copy of the above-listed amendment between the Washington State Patrol and Security and Investigations Inc. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract.

- If you feel the indicated budget code is incorrect, please contact Ms. Cindy Haider, Budget and Fiscal Services, within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact Ms. Cindy Haider at Micro 12, ext. 11071 if you have any questions or concerns regarding this contract.

CJH/JRH:clh
for Attachment

cc: Ms. Sue Aschenbrenner, Budget and Fiscal Services
Captain Tim Braniff, Investigative Services Division
Ms. Tanya Pierce, Budget and Fiscal Services



RECEIVED
- 10/8/07 -

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

October 6, 2008

Ms. Priscilla Coy-Monahan.
Security and Investigations Inc.
407 Howell Way
Edmonds WA 98020

Subject: Amendment 6 to WSP Agreement No. C051032PSC

Enclosed with this letter is one fully executed amendment of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L. Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosure

MAILED
10/6/08





Budget and Fiscal Services
Contract Routing Face Sheet

Contract No. 6051032PSC(G) Period of Performance: 6/1/05 - 11/30/08
Contract Title: Criminal Intelligence Analyst Services
Other Party: Security & Investigations Inc.

- New
- Amendment
- Recurring

Amount: \$843,950
 Payable
 Receivable
 Other: _____

Scope of Work: Extends contract for 2 add'l months with remaining funding from WAJ7 (LETPP FFY07 contract w/EMD).

Comments:
Grants and Contract Manager: JRH 9/26

Business Office Manager: _____

BFS Administrator: RPM 9/29/08

Management Services Bureau Director: DP 9/29

Chief: PB 9.30.08

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, October 01, 2008 1:23 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/15/2008.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34379-06

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 9/15/2008
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$828,000
Amendment Value: \$21,950
New Total Contract Value: \$849,950

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

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THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

7-24-08

Date

Security & Investigations, Inc.

407 Howell Way
Edmonds, WA 98020
425-672-8787 Phone
425-672-0877 Fax

September 25, 2008

Jeff Hugdahl
Washington State Patrol
Budget & Fiscal Services
PO Box 42602
Olympia, WA 98504-2602

Dear Mr. Hugdahl:

Included with this letter is the updated signed copy of WSP Contract No. C051032PSC Amendment 6 that omits funding for Dan Melton in Region 1. Please return the fully executed amendment to me here at our main office located at the address listed above in Edmonds. If the budget allows for another extension after November 2008 for John Kristof at WAJAC please send the contract amendment to me directly via fax at 425-672-0877 or e-mail to sean@cssow.org. If other areas become available again please let us know. Thank you for the opportunity to continue to serve WSP. We are sorry to have lost the services for Region 1.

Sincerely,



Sean Monahan
Security & Investigations, Inc.
V. P.

SECURITY & INVESTIGATIONS INC.

407 HOWELL WAY
EDMONDS WA 98020
425-672-8787 PHONE
425-672-0877 FAX

TO:
Jeff Hugdahl

FROM:
Sean Monahan/Security & Investigations
Inc.

COMPANY:
WSP

DATE:
9/24/2008

FAX NUMBER:
360-596-4078

TOTAL NO. OF PAGES INCLUDING COVER:
2

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE:

YOUR REFERENCE NUMBER:

WSP Contract No. C051032PSC
Amendment 6

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Mr. Hugdahl, the following page is the signed copy of WSP Contract No. C051032PSC Amendment 6. The original is going out in the mail today.

WSP Contract No. C051032PSC
Amendment 6

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$21,950.00 for the services of Contractor employee John Kristof at the Washington Joint Analytical Center. The revised maximum contract amount is \$843,950.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature *John Kristof* S.I. K.P.

Date

Date *22408*

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 23, 2008 3:37 PM
To: 'jkristof@leo.gov'; 'cmelton1@leo.gov'
Cc: Braniff, Tim (WSP)
Subject: WSP Contract No. C051032PSC
Attachments: SII amd 6.doc

Attached is an amendment to your firm's criminal intelligence analyst contract to extend and fund the contract for two additional months.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 596-4078, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Tuesday, September 30, 2008 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of amendment to you for your records.

Please let me know if you have any questions.

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, October 01, 2008 1:23 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/15/2008.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34379-06

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 9/15/2008
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$828,000
Amendment Value: \$21,950
New Total Contract Value: \$849,950

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, September 15, 2008 4:19 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/15/2008 4:19:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 63848

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 9/15/2008 4:19:00 PM
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$828,000
Amendment Value: \$43,900
New Total Contract Value: \$871,900

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 63848

Agency Contract Number: C051032PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 900087242

Legal Name Security and Investigations Inc.

DBA

UBI 602293493

Address 407 Howell Way, Edmonds, WA USA 98020

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through the Washington Joint Analytical Center (WAJAC). The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for two additional months.

Fund Source

Filing Number	Federal	State	Other	Total
34379 - 00	\$158,000			\$158,000
34379 - 01	\$32,000			\$32,000
34379 - 02	\$22,300			\$22,300
34379 - 03	\$86,500			\$86,500
34379 - 04	\$264,600			\$264,600
34379 - 05	\$264,600			\$264,600
This Filing	\$43,900			\$43,900
Contract Total				\$871,900

Contract Dates

Filed Date	Start Date	End Date
------------	------------	----------

09/30/2008

11/30/2008

Contacts

Jeff Hugdahl	(360)596-4052	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)596-4052	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for two additional months. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program (LETPP) funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The services assist the State Patrol, federal agencies, and local law enforcement by providing criminal intelligence analysis for law enforcement missions. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively

procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at WAJAC. This amendment is funded by dollars remaining from the state's 2007 LETPP allocation. Although the state has determined that \$1 million dollars of federal fiscal year 2008 funds are available to continue funding contracted intelligence analysts, using these funds for this purpose requires a waiver to the U.S. Department of Homeland Security's grant guidance document. This waiver was requested in April 2008 and is still pending.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would be available beyond September 30, 2008.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through November 30, 2008. Although the state has determined that \$1 million dollars of federal fiscal year 2008 funds were available to continue funding contracted intelligence analysts, we require a waiver to the U.S. Department of Homeland Security's grant guidance document to allow that use. This waiver was requested in April 2008 and is still pending. Because this waiver request has not been granted we cannot extend this contract beyond the two months of remaining funding. Should the waiver not be granted this contract will terminate with no further extensions on November 30, 2008.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

Funding was made available for two additional months by leaving an agency employee position also funded by this grant vacant. A number of contracts providing these services statewide will cease work and/or terminate pending the waiver decision noted above, and the decision by local jurisdictions to continue providing funds for local LETPP allocation – funded contracts.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

SII amd 6.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$43,900.00 for a revised maximum contract amount of \$865,900.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051032PSC (5)		Other Contract Number	A/R Number
Contract Start Date June 7, 2005		Contract End Date September 30, 2008	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Security and Investigations Inc.			
Contractor Contact Address			
Contractor Contact Name		Contractor Contact Phone	Contractor EIN/SSN
Contractor E-Mail Address		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager LT Zeller		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Shawn Eckhart

Remarks: Extends period of performance for one year. Use SIS7/WAJ7 when FFY06 funds are expended.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$557,400.00	Grants and Contracts Manager	<i>[Signature]</i> 7/14
Amendment Amount	\$264,600	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$822,000	Budget Manager	<i>[Signature]</i> 11/26/07
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 11/30/07

Allot: Yes No
 Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00272	SIS6	CE					
WAJ6	001	020	00271	WAJ6	CE					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
 Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
 Travel Authorized: Yes No Voluntary O/T: Yes No
 Special Rules: Yes No _____
 Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
 Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
 Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____
 Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C051032PSC
Amendment 5

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$264,600 for a revised maximum contract amount of \$822,000.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

P. S. Beckley
John R. Batiste, Chief

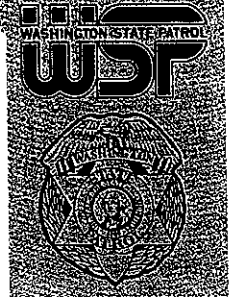
[Signature]
Signature

9/30/07
Date

9/24/07
Date

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 5 to WSP Contract No. C051032PSC
DATE: October 26, 2007

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Security and Investigations Inc.. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Mr. Shawn Eckhart, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

October 26, 2007

Ms. Priscilla Coy-Monahan
Security and Investigations Inc.
407 Howell Way
Edmonds WA 98020

Dear Ms. Coy-Monahan:

Subject: Amendment 5 to WSP Contract No. C051032PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "Jeffrey R. Hagedahl".

Mr. Jeffrey R. Hagedahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C05T032PSC(5) Period of Performance: 10/1/07-9/30/08

Contract Title: Criminal Intelligence Analyst Services

Other Party: Security & Investigations, Inc.

- Payable
- Receivable
- Other:

Amount: \$822,000

Scope of Work: Extends & Funds 1 additional year. Paid out of L.ETPP FFY07 funds. For 2 Analysts.

Comments:

Grants and Contract Manager: JRH 10/15

Business Office Manager: _____

BFS Administrator: RPM 10/16/07

Management Services Bureau Director: JB 10/17

Chief: PS 10-23-07

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$264,600 for a revised maximum contract amount of \$822,000.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

9-24-07

Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, October 15, 2007 10:35 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/26/2007.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34379-05

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 9/26/2007
Start Date: 9/30/2007
Filed By: Jeff Hugdahl

Contract Value To Date: \$563,400
Amendment Value: \$264,600
New Total Contract Value: \$828,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

SECURITY & INVESTIGATIONS INC.
407 HOWELL WAY
EDMONDS WA 98020
425-672-8787 PHONE
425-672-0877 FAX

TO: Jeff Hugdahl	FROM: Sean Monahan
COMPANY: WSP Budget & Fiscal Services	DATE: 9/24/2007
FAX NUMBER: 360-664-0657	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: Amendment 5# C051032PSC	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Mr. Hugdahl, the following page is Amendment 5 to contract C051032PSC. The original will go out in the mail today. Thank you.

[CLICK HERE AND TYPE RETURN ADDRESS]

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, September 26, 2007 3:35 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/26/2007 3:35:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 58691

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 9/26/2007 3:35:00 PM
Start Date: 10/1/2007
Filed By: Jeff Hugdahl

Contract Value To Date: \$563,400
Amendment Value: \$264,600
New Total Contract Value: \$828,000

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 58691

Agency Contract Number: C051032PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 900087242

Legal Name Security and Investigations Inc.

DBA

UBI 602293493

Address 407 Howell Way, Edmonds, WA USA 98020

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through regional intelligence centers co-located with local law enforcement jurisdictions; or at the Washington Joint Analytical Center. The amendment allows the contractor for provide continuous services for the next federal fiscal year.

Fund Source

Filing Number	Federal	State	Other	Total
34379 - 00	\$158,000			\$158,000
34379 - 01	\$32,000			\$32,000
34379 - 02	\$22,300			\$22,300
34379 - 03	\$86,500			\$86,500
34379 - 04	\$264,600			\$264,600
This Filing	\$264,600			\$264,600
Contract Total				\$828,000

Contract Dates

Filed Date	Start Date	End Date
	10/01/2007	09/30/2008

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification**Reason for Late Filing:**

The agency only recently learned that it would receive additional federal funding for these services; the agency has yet to receive the funding agreement from the Military Department but is proceeding in anticipation of the agreement.

Action taken to prevent future Late Filings:

The agency will continue to work with the Military Department in order to secure funding earlier in order to facilitate the filing process.

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional year. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services. Additionally, the agency has conducted seven procurements for these services over the past 2.5 years, and is finding it increasingly difficult to identify qualified contractors to provide these services. The agency is currently in the process of conducting another procurement to provide these services to local jurisdictions where services are not currently being provided.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond September 30, 2007.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through September 30, 2007 when the agency received an extension of funding from the Military Department. The agency's intent is to continue to conduct procurements for the services as contractors terminate services at different locations throughout the state. The agency has almost continuously been conducting procurements for these services since in inception of the project in 2005.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

This contract has been funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program (LETPP) federal fiscal year 2004 funds provided to WSP through the Washington State Military Department. The agency was recently notified that it would receive federal fiscal year 2007 funds from this grant program.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

SII amd 5.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Friday, September 21, 2007 11:13 AM
To: 'dmelton@ci.everett.wa.us'
Cc: Zeller, Kevin (WSP)
Subject: Criminal intelligence analyst contract extension
Attachments: SII amd 5.doc

Mr. Melton –

Attached is an amendment to your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 664-0657, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Sunday, September 30, 2007 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of amendment to you for your records.

Please let me know if you have any questions.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$264,600 for a revised maximum contract amount of \$822,000.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 10/27/06

LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051032PSC (4)		Other Contract Number		A/R Number	
Contract Start Date June 7, 2005		Contract End Date September 30, 2007		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Security and Investigations Inc.					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Eileen Nashleanas	

Remarks: Extends period of performance for one year.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$292,800.00	Grants and Contracts Manager	<i>[Signature]</i> 10/27
Amendment Amount	\$264,600.00	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$557,400.00	Budget Manager	<i>[Signature]</i> 11/2 Allot: <input type="checkbox"/> Yes <input type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input type="checkbox"/> No
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 11/2

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00270	SIS6	CE					
WAJ6	001	020	00271	WAJ6	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C051032PSC
Amendment 4

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$264,600.00 for a revised maximum contract amount of \$557,400.00.
- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

Paul S. Beckley
John R. Batiste, Chief

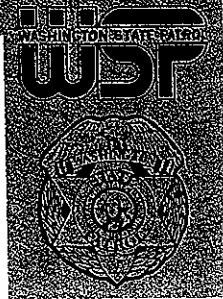
[Signature]
Signature SECURITY & INVESTIGATIONS V.P.

9/30/06
Date

9-26-05
Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 4 to WSP Contract No. C051032PSC
DATE: November 3, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Security and Investigations Inc. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

November 3, 2006

Ms. Priscilla Coy-Monahan
Security and Investigations Inc.
407 Howell Way
Edmonds WA 98020

Dear Ms. Coy-Monahan:

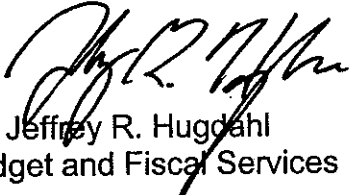
Subject: Amendment 4 to WSP Contract No. C051032PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE



Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. 2051032P3C(1) Period of Performance: 6/7/05 - 9/30/07
 Contract Title: Criminal Intelligence Analyst SERVICES
 Other Party: Security & Investigations

Amount: \$557,400
 Payable
 Receivable
 Other:

Scope of Work: Extends for one add'l year.
Paid out of LETPP FFY04 & 06 grants.

Comments:

Grants and Contract Manager: TRH 10/27

Business Office Manager: _____

BFS Administrator: RSM 10/27/06

Management Services Bureau Director: [Signature]

Chief: [Signature]

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$264,600.00 for a revised maximum contract amount of \$557,400.00.
- c. This amendment is effective on September 30, 2006.

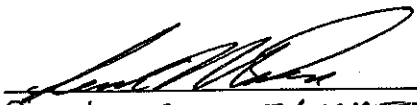
All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature SECURITY INVESTIGATIONS, INC. V.P.

Date

7-26-06

Date

SECURITY & INVESTIGATIONS INC.
 407 HOWELL WAY
 EDMONDS WA 98020
 425-672-8787 PHONE
 425-672-0877 FAX

TO:	FROM:
Jeff Hugdahl	Sean Monahan
COMPANY:	DATE:
WSP Budget and Fiscal Services	9/26/2006
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
360-664-0657	2
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
Security Contract Amendment	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Jeff, attached is signed amendment #4 to contract # C051032PSC. I will send the original in the mail today as requested. Thanks.

Sean Monahan, SIS VP.

[CLICK HERE AND TYPE RETURN ADDRESS]

WSP Contract No. C051032PSC
Amendment 4

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$264,600.00 for a revised maximum contract amount of \$557,400.00.
- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature SECURITY INVESTIGATIONS V.P.

Date

9-26-05

Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, October 11, 2006 7:28 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/28/2006.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34379-04

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 9/28/2006
Start Date: 9/30/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$298,800
Amendment Value: \$264,600
New Total Contract Value: \$563,400

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, September 28, 2006 10:59 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/28/2006 10:58:00 AM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 53414

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 9/28/2006 10:58:00 AM
Start Date: 10/1/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$298,800
Amendment Value: \$264,600
New Total Contract Value: \$563,400

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 53414

Agency Contract Number: C051032PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 900087242

Legal Name Security and Investigations Inc.

DBA

UBI 602293493

Address 407 Howell Way, Edmonds, WA USA 98020

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To extend and fund the contract for criminal intelligence analyst services for one additional year.

Fund Source

Filing Number	Federal	State	Other	Total
34379 - 00	\$158,000			\$158,000
34379 - 01	\$32,000			\$32,000
34379 - 02	\$22,300			\$22,300
34379 - 03	\$86,500			\$86,500
This Filing	\$264,600			\$264,600
Contract Total				\$563,400

Contract Dates

Filed Date	Start Date	End Date
	10/01/2006	09/30/2007

Contacts

Jeff Hugdahl (360)753-0602 jeff.hugdahl@wsp.wa.gov In Process

Jeff Hugdahl (360)753-0602 jeff.hugdahl@wsp.wa.gov Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification

Reason for Late Filing:

The agency only recently learned that it would receive additional federal funding for these services, and was unable to file the amendment in time.

Action taken to prevent future Late Filings:

The agency will continue to work with the Military Department in order to secure funding earlier in order to facilitate the filing process.

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through regional intelligence centers co-located with local law enforcement jurisdictions; or at the Washington Joint Analytical Center. The amendment allows the contractor to provide continuous services for the next federal fiscal year.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, replace and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services. Additionally, the agency has conducted four procurements for these services over the past 1.5 years, and is finding it increasingly difficult to identify qualified contractors to provide these services. The agency is currently in the process of conducting another procurement to provide these services to local jurisdictions where services are not currently being provided.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond September 30, 2006.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through September 30, 2006 when the agency received an extension of funding from the Military Department. The agency's intent is to conduct a procurement for the services provided through this contract and issue a new competitively procured contract once this contract expires on September 30, 2007.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

This contract has been funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program (LETPP) federal fiscal year 2004 funds provided to WSP through the Washington State Military Department. The agency recently received federal fiscal year 2006 funds from this grant program.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

ssi amd 4 0906.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 26, 2006 9:38 AM
To: 'dmelton@ci.everett.wa.us'
Cc: Huntley, Keith (WSP); Ladines, Lance (WJAC)
Subject: Criminal intelligence analyst contract extension
Attachments: ssi amd 4 0906.doc

Attached is an amendment to your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 664-0657, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Friday, September 29, 2006 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of the amendment to you for your records.

Please let me know if you have any questions.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$264,600.00 for a revised maximum contract amount of \$557,400.00.
- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 6/2/06

LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051032PSC (3)		Other Contract Number		A/R Number	
Contract Start Date June 7, 2005		Contract End Date September 30, 2006		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Security and Investigations Inc.					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Eileen Nashleanas	

Remarks: Extends period of performance for four months.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$206,300.00	Grants and Contracts Manager	<i>[Signature]</i> 6/2
Amendment Amount	\$86,500.00	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$292,800.00	Budget Manager	<i>[Signature]</i> 6/13
Indirect Costs %		Accounting Manager	<i>[Signature]</i>

Allot: Yes No
 Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CE					
WAJ4	001	020	00271	WAJ4	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C051032PSC
Amendment 3

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:


- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$86,500.00.

All other terms and conditions of this Contract remain in full force and effect.

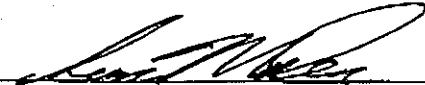
THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR



 John R. Batiste, Chief



 Signature

5/31/06

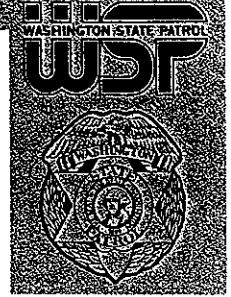
 Date

5-25-06

 Date

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 3 to WSP Contract No. C051032PSC
DATE: June 13, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Security and Investigations Inc.. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH/
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

June 13, 2006

Ms. Priscilla Coy-Monahan
407 Howell Way
Edmonds WA 98020

Dear Ms. Coy-Monahan:

Subject: Amendment 3 to WSP Contract No. C051032PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Huggdahl
Budget and Fiscal Services

jh
Enclosure



**Budget and Fiscal Services
Contract Routing Face Sheet**

Contract No. C051032PSC (3) Period of June 7, 2005 - September 30, 2006 Performance: 2006 New Amendment Recurring

Contract Title: Criminal Intelligence Analyst Services

Other Party: Security and Investigations Inc.

Amount: \$292,800.00 Payable Receivable Other: _____

Scope of Work: Extends and adds sufficient funds for 4 additional months.

Funded via LETPP FFY04 grant from the Military Department.

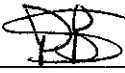
Comments:

Grants and Contract Manager: IRH 6/2

Business Office Manager: _____

BFS Administrator: 

Management Services Bureau Director: 

Chief: 

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$86,500.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

5-25-06

Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, June 07, 2006 7:46 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 6/2/2006.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34379-03

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 6/2/2006
Start Date: 5/31/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$212,300
Amendment Value: \$86,500
New Total Contract Value: \$298,800

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, June 02, 2006 1:47 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 6/2/2006 1:47:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 51746

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 6/2/2006 1:47:00 PM
Start Date: 5/31/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$212,300
Amendment Value: \$86,500
New Total Contract Value: \$298,800

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 51746

Agency Contract Number: C051032PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 900087242

Legal Name Security and Investigations Inc.

DBA

UBI 602293493

Address 407 Howell Way, Edmonds, WA USA 98020

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To continue providing criminal intelligence analyst services for four additional months.

Fund Source

Filing Number	Federal	State	Other	Total
34379 - 00	\$158,000			\$158,000
34379 - 01	\$32,000			\$32,000
34379 - 02	\$22,300			\$22,300
This Filing	\$86,500			\$86,500
Contract Total				\$298,800

Contract Dates

Filed Date	Start Date	End Date
	05/31/2006	09/30/2006

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification

Reason for Late Filing:

Despite the agency's efforts to resolve funding issues with the Military Department well in advance of the filing period, the agency received notification of the funding extension during the afternoon of May 31, 2006 and was unable to file the amendment in time.

Action taken to prevent future Late Filings:

The agency will continue to work with the Military Department in order to secure funding earlier in order to facilitate the filing process.

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers. This contract is funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program (federal fiscal year 2004 funds) provided to WSP through the Washington State Military Department. WSP's funding agreement with the Military Department was originally scheduled to end on April 30, 2006; the Military Department had extended the period of performance of the funding agreement through May 31, 2006. The Military Department extended the period of performance once again at the request of the agency through November 30, 2006.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contract provides two criminal intelligence analysts (Dan K. Melton and John L. Kristof) to intelligence centers service federal, state and local jurisdictions. Mr. Melton provides services to the Region 1 intelligence group (Everett); Mr. Kristof provides services to the Washington Joint Analytical Center in Seattle. Both contractor employees were select through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the

intelligence center where the contractor employee would provide services. Both contractor employees have been providing services to their respective centers over the last several months and have been integrated into their center's work processes to the point where it would take several months to procure, evaluate, replace and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

It is not efficient to conduct a competitive procurement solely for four months of contract performance. Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services. Additionally, the agency has conducted four procurements for these services over the past year, and is finding it increasingly difficult to identify qualified contractors to provide these services.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond April 30, 2006. The contract has been amended to extend the period of performance through May 31, 2006 when the agency received an extension of funding from the Military Department.

Explain why the services were not included in the terms of the original contract.

The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond April 30, 2006. The contract has been amended to extend the period of performance through May 31, 2006 when the agency received an extension of funding from the Military Department.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

This contract is funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program (federal fiscal year 2004 funds) provided to WSP through the Washington State Military Department. WSP's funding agreement with the Military Department was originally scheduled to end on April 30, 2006; the Military Department had extended the period of performance of the funding agreement through May 31, 2006. The Military Department extended the period of performance once again at the request of the agency through November 30, 2006.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

SII amd 3 0506.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

SECURITY & INVESTIGATIONS INC.
407 HOWELL WAY
EDMONDS WA 98020
425-672-8787 PHONE
425-672-0877 FAX

TO: Jeff Hugdahl	FROM: Sean Monahan
COMPANY: WSP Budget and Fiscal Services	DATE: 5/25/2006
FAX NUMBER: 360-664-0657	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: Security Contract Amendment	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Jeff, attached is signed amendment #3 to contract # C051032PSC. I will send the original in the mail today as requested. Thanks.

Sean Monahan, SIS VP.

[CLICK HERE AND TYPE RETURN ADDRESS]

WSP Contract No. C051032PSC
Amendment 3

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$86,500.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

5-25-06

Date

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Thursday, May 25, 2006 10:30 AM
To: 'Sean Monahan'
Cc: Huntley, Keith (WSP)
Subject: RE: Contract # C051032PSC Extension

We still haven't received an extension to the funds for your contract from the Military Department. In anticipation of an extension, I've attached an amendment to this e-mail that will extend your contract and provide funding through September 30, 2006.

Please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 664-0657, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Wednesday, May 31, 2006 at 4:00 p.m. local time.

If we do not receive an extension to your contract's funds the contract will end at midnight on May 31, 2006. I will inform you of the status of this extension via e-mail no later than noon on May 31, 2006. Should the funding for your contract lapse, it is our intent to enter into a new contract for your services as soon as funding can be secured.

Please let me know if you have any questions concerning this e-mail.

From: Sean Monahan [mailto:smonahan@pro-network.biz]
Sent: Wednesday, May 24, 2006 11:54 AM
To: Hugdahl, Jeff (WSP)
Subject: Contract # C051032PSC Extension

Mr. Hugdahl. Please let me know if you have any information regarding the renewal of the criminal analyst services we are providing the will end 5-31-06. Thanks.

Sean Monahan
Security & Investigations, Inc.
425-672-8787 ext 12.

-----Original Message-----

From: Jeff.Hugdahl@wsp.wa.gov [mailto:Jeff.Hugdahl@wsp.wa.gov]
Sent: Wednesday, April 12, 2006 2:04 PM
To: smonahan@pro-network.biz
Cc: Keith.Huntley@wsp.wa.gov
Subject: RE: Contract Maximum Contract # C051032PSC

Sean, the Military Department has extended current funding through May 31, 2006; beyond that we're still waiting for word. Attached is an amendment to your contract to extend it and provide funding through the end of May. If this is OK with you, please sign and date the amendment, fax it back to me at (360) 664-0657, and send the document with the original signature to my attention at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602.

5/25/2006

From: Sean Monahan [mailto:smonahan@pro-network.biz]
Sent: Wednesday, April 12, 2006 12:24 PM
To: Hugdahl, Jeff (WSP)
Subject: RE: Contract Maximum Contract # C051032PSC

Mr Hugdahl, can you update me on the status of our contract renewal. Our current contract is set to expire 4-30-06. Will there be openings for new applicants? I sent this to Lieutenant Huntley and he is out of the office until next Tuesday. Thanks.

Sean Monahan
Community Support Solutions
425-672-8787 ext 12 Phone
425-672-0877 Fax

-----Original Message-----

From: Jeff.Hugdahl@wsp.wa.gov [mailto:Jeff.Hugdahl@wsp.wa.gov]
Sent: Thursday, March 02, 2006 3:29 PM
To: smonahan@pro-network.biz
Cc: Keith.Huntley@wsp.wa.gov
Subject: FW: Contract Maximum Contract # C051032PSC

Sean, please have someone authorized for your firm sign the attached amendment, fax the amendment to me at (360) 664-0657, and mail the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602.

From: Sean Monahan [mailto:smonahan@pro-network.biz]
Sent: Thursday, January 19, 2006 10:20 AM
To: Huntley, Keith (WSP)
Subject: Contract Maximum Contract # C051032PSC

Lietenant Huntley, Our contract specifies a maximum amount of 152,000.00\$. June 2005 through December 2005 we have been reimbursed for 111042.60\$ which leaves us with 40957.42\$ remaining through April 30, 2006. At the current rate our contract maximum will be reached the first week of March 2006. Please

let us know what we need to do to make sure Dan Melton and John Kristof will be able to continue after the 152,000.00\$ maximum has been reached. If you could also update us on the potential openings coming up that would be great as one of the initial six applicants we submitted last spring is now interested. On another note

I have spoken with Dan and John and they are both planning on attending next weeks FIAT training. Thanks.

Sean Monahan SIS, Inc.
425-672-8787 ext 12 Phone
425-672-0877 Fax

-----Original Message-----

From: Keith.Huntley@wsp.wa.gov [mailto:Keith.Huntley@wsp.wa.gov]
Sent: Tuesday, December 06, 2005 3:24 PM
To: smonahan@pro-network.biz
Subject: RE: FIAT Training

Sean,

The deadline for submitting proposals is now closed; however, we may be opening it up again early next year. I'll keep you posted.

Keith Huntley

Lieutenant Keith Huntley
Washington State Patrol
Washington Joint Analytical Center
(360) 704-2422
keith.huntley@wsp.wa.gov

From: Sean Monahan [mailto:smonahan@pro-network.biz]
Sent: Tuesday, December 06, 2005 12:09 PM
To: Huntley, Keith (WSP)
Subject: RE: FIAT Training

Keith, we have another officer interested in the criminal Analyst positions. Are the positions now full for this contract period?

Sean Monahan
Community Support Solutions
Community Builders
Security & Investigations Inc.
Professional Network Inc.
Accounts Receivable
425-672-8787 ext 12 Phone
425-672-0877 Fax

-----Original Message-----

From: Keith.Huntley@wsp.wa.gov [mailto:Keith.Huntley@wsp.wa.gov]
Sent: Monday, December 05, 2005 3:20 PM
To: [REDACTED]; smonahan@pro-network.biz
Subject: FW: FIAT Training

Keith Huntley

Lieutenant Keith Huntley
Washington State Patrol
Washington Joint Analytical Center
(360) 704-2422
keith.huntley@wsp.wa.gov

From: Huntley, Keith (WSP)
Sent: Monday, December 05, 2005 2:54 PM
To: Alaina Corona (acorona@spokanepolice.org); Castanares, Donald; Duane Clarke (clarked@ci.pasco.wa.us.); Gibson, Shawna; Joslin, William; Knapp, Ron; Melton, Dan; Mike Chamness [REDACTED]
msweeney@spokanepolice.org; Smith, Gary; Thurston, Bob; Tomaso, Doug
Cc: 'BK.Palmer@METROK.COV'; Hugdahl, Jeff (WSP); Eckhart, Shawn (WSP)
Subject: FIAT Training

I just learned that the LETPP 06 grant guidance (The grant we are funded from) will require all contracted analysts to show proof of completion of FIAT training as well as completion of the Intelligence Analyst Training Program (FLETC).

I encourage all of you to sign up for this training as it may affect your ability to contract with the WSP next year. I will find out more about the other training they mention and give you details of when and where it's offered.

Thank you and stay tuned,

Keith Huntley

Lieutenant Keith Huntley

Washington State Patrol

Washington Joint Analytical Center

(360) 704-2422

keith.huntley@wsp.wa.gov

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$86,500.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051032PSC (2)		Other Contract Number	A/R Number
Contract Start Date 6/7/2005		Contract End Date 5/31/06	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Security and Investigations Inc.			
Contractor Contact Address			
Contractor Contact Name		Contractor Contact Phone	Contractor EIN/SSN
Contractor E-Mail Address		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Eileen Nashleanas

Remarks: Extends period of performance for one month.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$184,000	Grants and Contracts Manager	<i>[Signature]</i> 4/18
Amendment Amount	22,300	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	206,300	Budget Manager	<i>[Signature]</i> 4/18
Indirect Costs %		Accounting Manager	<i>[Signature]</i>

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CE					
WAJ4	001	020	00271	WAJ4	CE					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
Travel Authorized: Yes No Voluntary O/T: Yes No
Special Rules: Yes No _____
Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____
Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C051032PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through May 31, 2006.
- b. The maximum dollar amount is increased by \$22,300.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

Paul S. Beckley
John R. Batiste, Chief

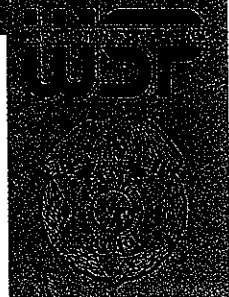
[Signature] SS VP
Signature

4-21-06
Date

4-21-06
Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 2 to WSP Contract No. C051032PSC
DATE: April 21, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Security and Investigations Inc. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administrative Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

April 21, 2006

Ms. Priscilla Coy-Monahan
Security and Investigations Inc.
407 Howell Way
Edmonds WA 98020

Dear Ms. Coy-Monahan:

Subject: Amendment 2 to WSP Contract No. C051032PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Huguahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. 2051032P5C Period of Performance: 6/7/05-5/31/06
 Contract Title: Criminal Intel Analyst Services
 Other Party: Security & Investigations, Inc.

Amount: \$184,000
 Payable
 Receivable
 Other:

Scope of Work: One month extension to match LETPP grant end date

Comments:

Grants and Contract Manager: JRH 4/19

Business Office Manager: _____

BFS Administrator: RJM 4/19

Management Services Bureau Director: JR

Chief: [Signature] 4-21-06

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through May 31, 2006.
- b. The maximum dollar amount is increased by \$22,300.00.

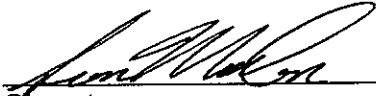
All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

4-12-06

Date

SECURITY & INVESTIGATIONS INC.
407 HOWELL WAY
EDMONDS WA 98020
425-672-8787 PHONE
425-672-0877 FAX

TO: Jeff Hugdahl	FROM: Sean Monahan
COMPANY: WSP Budget and Fiscal Services	DATE: 4/12/2006
FAX NUMBER: 360-664-0657	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: Security Contract Amendment	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Jeff, attached is the signed amendment to contract # C051032PSC. I will send the original in the mail today as requested. Thanks.

Sean Monahan, SIS VP.

[CLICK HERE AND TYPE RETURN ADDRESS]

WSP Contract No. C051032PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

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All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

 55 VP

Signature

Date

4-12-06

Date

Hugdahl, Jeff (WSP)

From: Sean Monahan [smonahan@pro-network.biz]
Sent: Wednesday, April 12, 2006 2:04 PM
To: Hugdahl, Jeff (WSP)
Subject: RE: Contract Maximum Contract # C051032PSC

Thank you for the update. I will sign and fax back to you today and send the original in the mail.

Sean Monahan
425-672-8787 ext 12 Phone
425-672-0877 Fax

-----Original Message-----

From: Jeff.Hugdahl@wsp.wa.gov [mailto:Jeff.Hugdahl@wsp.wa.gov]
Sent: Wednesday, April 12, 2006 2:04 PM
To: smonahan@pro-network.biz
Cc: Keith.Huntley@wsp.wa.gov
Subject: RE: Contract Maximum Contract # C051032PSC

Sean, the Military Department has extended current funding through May 31, 2006; beyond that we're still waiting for word. Attached is an amendment to your contract to extend it and provide funding through the end of May. If this is OK with you, please sign and date the amendment, fax it back to me at (360) 664-0657, and send the document with the original signature to my attention at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602.

From: Sean Monahan [mailto:smonahan@pro-network.biz]
Sent: Wednesday, April 12, 2006 12:24 PM
To: Hugdahl, Jeff (WSP)
Subject: RE: Contract Maximum Contract # C051032PSC

Mr Hugdahl, can you update me on the status of our contract renewal. Our current contract is set to expire 4-30-06. Will there be openings for new applicants? I sent this to Lieutenant Huntley and he is out of the office until next Tuesday. Thanks.

Sean Monahan
Community Support Solutions
425-672-8787 ext 12 Phone
425-672-0877 Fax

-----Original Message-----

From: Jeff.Hugdahl@wsp.wa.gov [mailto:Jeff.Hugdahl@wsp.wa.gov]
Sent: Thursday, March 02, 2006 3:29 PM
To: smonahan@pro-network.biz
Cc: Keith.Huntley@wsp.wa.gov
Subject: FW: Contract Maximum Contract # C051032PSC

Sean, please have someone authorized for your firm sign the attached amendment, fax the

amendment to me at (360) 664-0657, and mail the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602.

From: Sean Monahan [mailto:smonahan@pro-network.biz]
Sent: Thursday, January 19, 2006 10:20 AM
To: Huntley, Keith (WSP)
Subject: Contract Maximum Contract # C051032PSC

Lietenant Huntley, Our contract specifies a maximum amount of 152,000.00\$. June 2005 through December 2005 we have been reimbursed for 111042.60\$

which leaves us with 40957.42\$ remaining through April 30, 2006. At the current rate our contract maximum will be reached the first week of March 2006. Please

let us know what we need to do to make sure Dan Melton and John Kristof will be able to continue after the 152,000.00\$ maximum has been reached. If you could

also update us on the potential openings coming up that would be great as one of the initial six applicants we submitted last spring is now interested. On another note

I have spoken with Dan and John and they are both planning on attending next weeks FIAT training. Thanks.

Sean Monahan SIS, Inc.
425-672-8787 ext 12 Phone
425-672-0877 Fax

-----Original Message-----

From: Keith.Huntley@wsp.wa.gov [mailto:Keith.Huntley@wsp.wa.gov]
Sent: Tuesday, December 06, 2005 3:24 PM
To: smonahan@pro-network.biz
Subject: RE: FIAT Training

Sean,

The deadline for submitting proposals is now closed; however, we may be opening it up again early next year. I'll keep you posted.

Keith Huntley

Lieutenant Keith Huntley
Washington State Patrol
Washington Joint Analytical Center
(360) 704-2422
keith.huntley@wsp.wa.gov

From: Sean Monahan [mailto:smonahan@pro-network.biz]
Sent: Tuesday, December 06, 2005 12:09 PM
To: Huntley, Keith (WSP)
Subject: RE: FIAT Training

Keith, we have another officer interested in the criminal Analyst positions. Are the positions now full for this contract period?

Sean Monahan
Community Support Solutions
Community Builders

Security & Investigations Inc.
Professional Network Inc.
Accounts Receivable
425-672-8787 ext 12 Phone
425-672-0877 Fax

-----Original Message-----

From: Keith.Huntley@wsp.wa.gov [mailto:Keith.Huntley@wsp.wa.gov]
Sent: Monday, December 05, 2005 3:20 PM
To: [REDACTED] smonahan@pro-network.biz
Subject: FW: FIAT Training

Keith Huntley

Lieutenant Keith Huntley

Washington State Patrol

Washington Joint Analytical Center

(360) 704-2422

keith.huntley@wsp.wa.gov

From: Huntley, Keith (WSP)
Sent: Monday, December 05, 2005 2:54 PM
To: Alaina Corona (acorona@spokanepolice.org); Castanares, Donald; Duane Clarke (clarked@ci.pasco.wa.us); Gibson, Shawna; Joslin, William; Knapp, Ron; Melton, Dan; Mike Chamness [REDACTED]
msweeney@spokanepolice.org; Smith, Gary; Thurston, Bob; Tomaso, Doug
Cc: 'BK.Palmer@METROKC.GOV'; Hugdahl, Jeff (WSP); Eckhart, Shawn (WSP)
Subject: FIAT Training

I just learned that the LETPP 06 grant guidance (The grant we are funded from) will require all contracted analysts to show proof of completion of FIAT training as well as completion of the Intelligence Analyst Training Program (FLETC).

I encourage all of you to sign up for this training as it may affect your ability to contract with the WSP next year. I will find out more about the other training they mention and give you details of when and where it's offered.

Thank you and stay tuned,

Keith Huntley

Lieutenant Keith Huntley

Washington State Patrol

Washington Joint Analytical Center

(360) 704-2422

keith.huntley@wsp.wa.gov

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations Inc. (Contractor) is hereby amended as follows:

- a. The period of performance is extended through May 31, 2006.
- b. The maximum dollar amount is increased by \$22,300.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, April 19, 2006 9:26 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 4/12/2006.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 34379-02

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 4/12/2006
Start Date: 4/30/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$190,000
Amendment Value: \$22,300
New Total Contract Value: \$212,300

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, April 12, 2006 2:17 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 4/12/2006 2:17:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 51102

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 4/12/2006 2:17:00 PM
Start Date: 4/30/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$190,000
Amendment Value: \$22,300
New Total Contract Value: \$212,300

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Amendment is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 51102

Agency Contract Number: C051032PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 900087242

Legal Name Security and Investigations Inc.

DBA

UBI 602293493

Address 407 Howell Way, Edmonds, WA USA 98020

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To provide continued criminal intelligence analyst services.

Fund Source

Filing Number	Federal	State	Other	Total
34379 - 00	\$158,000			\$158,000
34379 - 01	\$32,000			\$32,000
This Filing	\$22,300			\$22,300
Contract Total				\$212,300

Contract Dates

Filed Date	Start Date	End Date
	04/30/2006	05/31/2006

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

It is not efficient to conduct a competitive procurement solely for one month of contract performance. Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Option to extend the contract was included in the solicitation. List what optional periods: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond April 30, 2006.

Explain why the services were not included in the terms of the original contract.

This contract is funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program provided to WSP through the Washington State Military Department. WSP's funding agreement with the Military Department was scheduled to end on April 30, 2006; the Military Department has extended the period of performance of that funding agreement through May 31, 2006.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

See above.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

ssi amd 2.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number 6051032PSC Other Contract Number _____ A/R Number _____

Contract Start Date 6/7/05 Contract End Date 4/30/06 AFRS End Date _____

Contract Title Criminal Intelligence Analyst SERVICES CFDA No. _____ QFSR Yes No

Contractor Name SECURITY & INVESTIGATIONS, Inc.

Contractor Contact Address _____

Contractor Contact Name _____ Contractor Contact Phone _____ Contractor EIN/SSN _____

Contractor E-Mail Address _____ Contractor Contact Fax _____ BFS Accountant Name Tanya Pierce

WSP Project Manager LT Hootley WSP Section/Division/Bureau IAD BFS Budget Analyst Name Eileen Nashleenas

Remarks: _____

Contract Amount _____ Position _____ Signature and Date _____

Previous Contract Amount \$ 152,000 Grants and Contracts Manager [Signature] 3/6

Amendment Amount \$ 32,000 Business Office Manager [Signature]

Revised Total Amount \$ 184,000 Budget Manager [Signature] 3/13 Allot: Yes No
Unanticipated Receipt: Yes No

Indirect Costs % _____ Accounting Manager [Signature] 3/25

Master Index Fund AI PI Project Sub Object Revenue Code Major Group Major Source Sub Source TAR Code Percent/Amount

5154 JE

Billable Contracts Only Mileage Allowed: Yes No Mileage Only: Yes No

Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile

Travel Authorized: Yes No Voluntary O/T: Yes No

Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No

Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No

Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C051032PSC
Amendment 1

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations, Inc. (Contractor) is hereby amended as follows:

- The maximum contract amount is increase by \$32,000 to \$184,000.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

Paul S. Beckley
John R. Batiste, Chief

[Signature]
Signature

3-14-06
Date

3-2-06
Date

INTER-FICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 1 to WSP Contract No. C051032PSC
DATE: March 15, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Security and Investigations Inc.. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administrative Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

March 15, 2006

Mr. Sean Monahan
Security and Investigations
407 Howell Way
Edmonds WA 98020

Dear Mr. Monahan:

Subject: Amendment 1 to WSP Contract No. C051032PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Huggdahl
Budget and Fiscal Services

jh
Enclosures





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C051032P2(1) Period of Performance: 6/7/05 - 4/30/06
 Contract Title: Criminal Intelligence Analysis Services
 Other Party: Security & Investigation S

Amount: \$184,000
 Payable
 Receivable
 Other: _____

Scope of Work: Adds \$32,000 to fund contract thru end of period of performance.

Comments:

Grants and Contract Manager: JRM/ 3/8

Business Office Manager: _____

BFS Administrator: RJM 3/10/06

Management Services Bureau Director: [Signature]

Chief: [Signature] 3-14-06

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations, Inc. (Contractor) is hereby amended as follows:

- The maximum contract amount is increase by \$32,000 to \$184,000.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

3-206

Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, March 08, 2006 2:58 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 2/28/2006 1:48:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 34379-01

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 2/28/2006 1:48:00 PM
Start Date: 2/28/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$158,000
Amendment Value: \$32,000
New Total Contract Value: \$190,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Amendment is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 50612

Agency Contract Number: C051032PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 900087242

Legal Name Security and Investigations Inc.

DBA

UBI 602293493

Address 407 Howell Way, Edmonds, WA USA 98020

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To provide continued criminal intelligence analyst services.

Fund Source

Filing Number	Federal	State	Other	Total
34379 - 00	\$158,000			\$158,000
This Filing	\$32,000			\$32,000
Contract Total				\$190,000

Contract Dates

Filed Date	Start Date	End Date
	02/28/2006	04/30/2006

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Thursday, March 02, 2006 3:29 PM
To: 'smonahan@pro-network.biz'
Cc: Huntley, Keith (WSP)
Subject: FW: Contract Maximum Contract # C051032PSC

Sean, please have someone authorized for your firm sign the attached amendment, fax the amendment to me at (360) 664-0657, and mail the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602.

From: Sean Monahan [mailto:smonahan@pro-network.biz]
Sent: Thursday, January 19, 2006 10:20 AM
To: Huntley, Keith (WSP)
Subject: Contract Maximum Contract # C051032PSC

Lietenant Huntley, Our contract specifies a maximum amount of 152,000.00\$. June 2005 through December 2005 we have been reimbursed for 111042.60\$

which leaves us with 40957.42\$ remaining through April 30, 2006. At the current rate our contract maximum will be reached the first week of March 2006. Please

let us know what we need to do to make sure Dan Melton and John Kristof will be able to continue after the 152,000.00\$ maximum has been reached. If you could

also update us on the potential openings coming up that would be great as one of the initial six applicants we submitted last spring is now interested. On another note

I have spoken with Dan and John and they are both planning on attending next weeks FIAT training. Thanks.

Sean Monahan SIS, Inc.
425-672-8787 ext 12 Phone
425-672-0877 Fax

-----Original Message-----

From: Keith.Huntley@wsp.wa.gov [mailto:Keith.Huntley@wsp.wa.gov]
Sent: Tuesday, December 06, 2005 3:24 PM
To: smonahan@pro-network.biz
Subject: RE: FIAT Training

Sean,

The deadline for submitting proposals is now closed; however, we may be opening it up again early next year. I'll keep you posted.

Keith Huntley

Lieutenant Keith Huntley
Washington State Patrol
Washington Joint Analytical Center
(360) 704-2422
keith.huntley@wsp.wa.gov

From: Sean Monahan [mailto:smonahan@pro-network.biz]

Sent: Tuesday, December 06, 2005 12:09 PM
To: Huntley, Keith (WSP)
Subject: RE: FIAT Training

Keith, we have another officer interested in the criminal Analyst positions. Are the positions now full for this contract period?

Sean Monahan
Community Support Solutions
Community Builders
Security & Investigations Inc.
Professional Network Inc.
Accounts Receivable
425-672-8787 ext 12 Phone
425-672-0877 Fax

-----Original Message-----

From: Keith.Huntley@wsp.wa.gov [mailto:Keith.Huntley@wsp.wa.gov]
Sent: Monday, December 05, 2005 3:20 PM
To: [REDACTED]; smonahan@pro-network.biz
Subject: FW: FIAT Training

Keith Huntley

Lieutenant Keith Huntley

Washington State Patrol

Washington Joint Analytical Center

(360) 704-2422

keith.huntley@wsp.wa.gov

From: Huntley, Keith (WSP)
Sent: Monday, December 05, 2005 2:54 PM
To: Alaina Corona (acorona@spokanepolice.org); Castanares, Donald; Duane Clarke (clarked@ci.pasco.wa.us); Gibson, Shawna; Joslin, William; Knapp, Ron; Melton, Dan; Mike Chamness [REDACTED]; msweeney@spokanepolice.org; Smith, Gary; Thurston, Bob; Tomaso, Doug
Cc: 'BK.Palmer@METROK.COV'; Hugađahl, Jeff (WSP); Eckhart, Shawn (WSP)
Subject: FIAT Training

I just learned that the LETPP 06 grant guidance (The grant we are funded from) will require all contracted analysts to show proof of completion of FIAT training as well as completion of the Intelligence Analyst Training Program (FLETC).

I encourage all of you to sign up for this training as it may affect your ability to contract with the WSP next year. I will find out more about the other training they mention and give you details of when and where it's offered.

Thank you and stay tuned,

Keith Huntley

Lieutenant Keith Huntley

Washington State Patrol

Washington Joint Analytical Center

(360) 704-2422

keith.huntley@wsp.wa.gov

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Security and Investigations, Inc. (Contractor) is hereby amended as follows:

- The maximum contract amount is increase by \$32,000 to \$184,000.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051032PSC		Other Contract Number	A/R Number
Contract Start Date DOE		Contract End Date April 30, 2006	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Security and Investigations Inc.			
Contractor Contact Address 407 Howell Way, Edmonds WA 98020			
Contractor Contact Name Priscilla Coy-Monahan		Contractor Contact Phone (425) 672-8787	Contractor EIN/SSN 90-0087242
Contractor E-Mail Address		Contractor Contact Fax (425) 672-0877	BFS Accountant Name Tanya Pierce
WSP Project Manager SGT Huntley		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Eileen Nashleanas

Remarks: Reimbursed at an hourly rate up to the maximum contract amount; travel costs in addition to the maximum

contract amount must be authorized by WSP in advance. Hourly rate: Dan K. Melton \$60.00

John L. Kristof \$60.00

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 5/27
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i> \$131
Revised Total Amount	\$152,000	Budget Manager	<i>[Signature]</i> 6/1/05 Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Anticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 6/2

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CF <i>CB</i>					100
WAJ4	001	020	00271	WAJ4	CF					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
Travel Authorized: Yes No Voluntary O/T: Yes No
Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C051032PSC
		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 Security and Investigations Inc.		Contractor Doing Business As (DBA)
Contractor Address 407 Howell Way Edmonds WA 98020		Contractor Federal Employer Identification Number (mandatory, for tax purposes) 90-0087242
Contact Name Ms. Priscilla Coy-Monahan		Contact Telephone (425) 672-8787
Contact Fax (425) 672-0877		Contact E-mail Address [REDACTED]
WSP Contact Information		
WSP Project Manager Name and Title Keith Huntley Detective Sergeant		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347
Telephone (360) 753-6800	Fax (360) 586-8231	E-mail Address keith.huntley@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jhugdahl@wsp.wa.gov
Contract Start Date Date of Execution	Contract End Date April 30, 2006	Maximum Contract Amount \$152,000
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 <i>John R. Batiste</i>	Date 6/7/05	Contractor Signature <i>Keith Huntley</i>
Printed Name and Title John R. Batiste, Chief		Date 5-31-05
		Printed Name and Title SEAN MONAHAN V.P.
WSP Budget and Fiscal Services: <i>[Signature]</i>	Date 6/6/05	

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

STATEMENT OF WORK

1. **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

<u>Contractor Employee</u>	<u>Location of Work</u>
Dan K. Melton	Region 1 Regional Intelligence Center (Everett)
John L. Kristof	Washington Joint Analytical Center (Seattle)

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; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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.

 - 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.

STATEMENT OF WORK (Continued)

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 42.17 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 hour for services provided by the Contractor Employee(s) under this Contract.

<u>Contractor Employee</u>	<u>Hourly Rate</u>
Dan K. Melton	\$60.00
John L. Kristof	\$60.00

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

GENERAL TERMS AND CONDITIONS (Continued)

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

GENERAL TERMS AND CONDITIONS (Continued)

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.

GENERAL TERMS AND CONDITIONS (Continued)

- 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, performs, 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 produce 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.

GENERAL TERMS AND CONDITIONS (Continued)

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

GENERAL TERMS AND CONDITIONS (Continued)

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 **C051032PSC** (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

RECEIVED

JUN 03 2005

**BUDGET & FISCAL
WSP**

CONTRACTOR EMPLOYEE NONDISCLOSURE AGREEMENT

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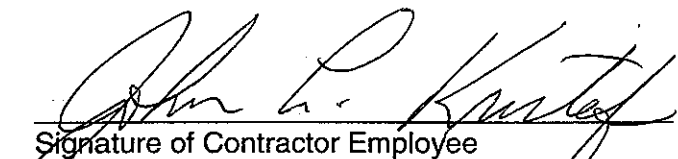
Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data,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

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Signature of Contractor Employee

John L. KRISTOF

Printed Name and Title

6-1-05

Date

RECEIVED

JUN 03 2005

**BUDGET & FISCAL
WSP**

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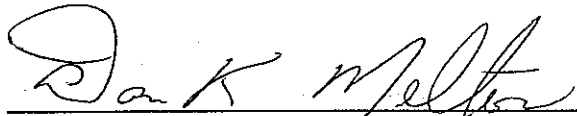
Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, 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

Dan K. Melton

Printed Name and Title

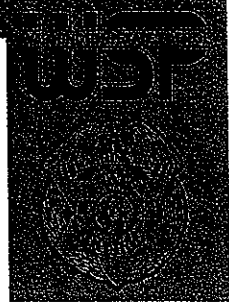
6/1/2005

Date

RECEIVED
JUN 03 2005
BUDGET & FISCAL
WSP

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Sergeant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C051032PSC
DATE: June 14, 2005

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Security and Investigations Inc. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Mary Thygesen, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

June 14, 2005

Ms. Priscilla Coy-Monahan
Security and Investigations Inc.
407 Howell Way
Edmonds WA 98020

Dear Ms. Coy-Monahan:

Subject: WSP Contract No. C051032PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh

Enclosure

cc: Sergeant Keith Huntley, Investigative Assistance Division





**Budget and Fiscal Services
Contract Routing Face Sheet**

- New
- Amendment
- Recurring

Contract No. CO51032Psc Period of Performance: DOE - 4/30/06

Contract Title: Criminal Intelligence Analyst Services

Other Party: Security and Investigations Inc.

Amount: \$ 152,000

- Payable
- Receivable
- Other: _____

Scope of Work: Intelligence analyst contract for Dan Melton @ Reg 2
Regional Intell. Ctr in Everett and John Kistof @ WAJAC in Seattle

Comments:

Grants and Contract Manager: JRI 4/6

Business Office Manager: _____

BFS Administrator: Funded by HCS grant #

Management Services Bureau Director: DP

Chief

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Tuesday, June 07, 2005 3:18 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 5/27/2005.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 34379-00

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

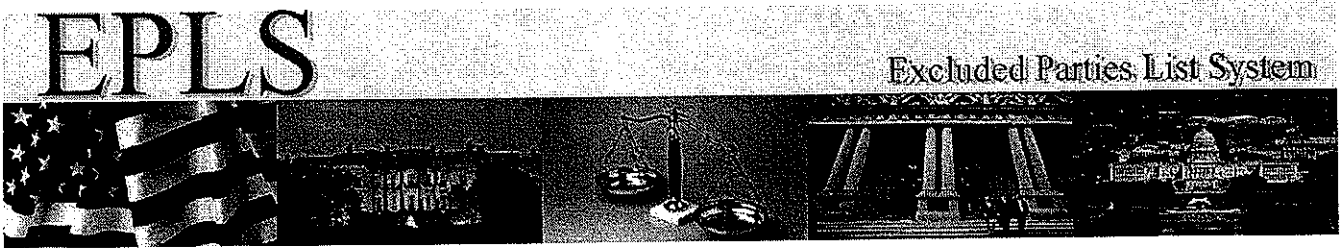
Agency: 225
Agency Contract #: C051032PSC
Filed Date: 5/27/2005
Start Date: 5/27/2005
Filed By: Jeff Hugdahl

Contract Value: \$158,000

Decision Comments: OFM Policy 15.20.30.b requires that competitive contracts of \$20,000 or more be advertised in a major daily newspaper in Washington state. Please ensure all future applicable contracts are so advertised.

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Partial Name : security or and or investigations
State : WASHINGTON

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
- > Advanced Reports

Archive Search - Past Exclusions

-
- > Advanced Archive Search
- > Multiple Names

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	<i>Security & Investigations</i>
WSP Project Manager	<i>LT Huatleg</i>
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	<i>C051032P3C</i>
BFS Contracts Specialist	<i>JEFF HOGDAHL</i>

A. PRE-CONTRACT PLANNING

1. Description of Services: *Intel Analyst Services*

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	<i>LETTP WAT-IP JIS-</i>
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	<i>Federal</i>
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	<i>N/A</i>
• Agency resources	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other public (governmental) resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>N/A</i>
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>↓</i>
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If former, provide last date of employment.	
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

If the contract is federally funded, is the Contractor a subrecipient or vendor?	
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?
 Competitive Sole Source

2. If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

 In RFPQ folder

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

 Seattle Daily Journal of Commerce

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No N/A

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
 If factor is not applicable, risk point = 0. Unknown, risk point = 5.
 1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

Personal Service Contract Risk Assessment
Page 3 of 4

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	2
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	4
Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	2

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	3
Experience and past performance	4
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	1
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	1
Organizational changes (is organization stable or does it have frequent turnover?)	3
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	3
Legal actions (has there been any for the last 12 months? - if so, what?)	3
Background of individuals (do you have resumes?)	2

3. Total Risk Points

37

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

1. Were contract and contractor risks assessed prior to entering into a contract?
 Yes No

2. Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment
Page 4 of 4

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?
 Yes No
4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	X
Review of entity invoices and other documentation	X
Conduct onsite reviews or other observations (meetings, etc.)	X
Maintain other periodic contact with contractor (telephone, email, etc.)	
Other:	

E. AUDITS (for subrecipients of federal funds) *N/A*

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	
Was a risk assessment completed to determine whether an audit was needed?	
Is corrective action necessary? Were questioned costs resolved?	
Are audit findings, if any, resolved?	

F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes: _____

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, May 27, 2005 11:43 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 5/27/2005 11:43:00 AM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 46382

Contractor Legal Name: Security and Investigations Inc.
Contractor TIN: 900087242

Agency: 225
Agency Contract #: C051032PSC
Filed Date: 5/27/2005 11:43:00 AM
Start Date: 5/27/2005 Filed By: Jeff Hugdahl

Contract Value: \$152,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 46382

Agency Contract Number: C051032PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 900087242

Legal Name Security and Investigations Inc.

DBA

UBI 602293493

Address 407 Howell Way, Edmonds, WA USA 98020

Contract Information

Procurement Competitive

Service Description CF Technical Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$152,000			\$152,000
Contract Total				\$152,000

Contract Dates

Filed Date	Start Date	End Date
	05/27/2005	04/30/2006

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

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. Nine Regional Intelligence Centers (RIGs) are being created to provide criminal intelligence services in an effort to prevent terrorism. The RIGs are located regionally throughout Washington State, and are comprised of representatives of local and state law enforcement agencies. The RIGs serve to provide regionally-focused intelligence analysis products, and well as a conduit for information to and from the WAJAC.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Competitive Solicitation Process

Advertisement Information

Name of the newspapers the advertisement was published in: The RFQQ was also published on the internet at WSP's website, announced through the Washington Association of Sheriffs and Police Chiefs to their member organizations, and advertised on the Law Enforcement Analyst Mailing List website (<http://www.leanalyst.info/>).

Solicitation Notification

Number of Solicited Documents: 90. This document was posted on the Internet.

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of local jurisdictions that will be receiving the services.

Names of Firms Responding With Proposals.

Gary L. Smith (dba Northern Watch) William J. Joslin (dba Joslin Consulting) Kelly Miller Dan L. Collier (dba Collier & Associates) Ronald Knapp (dba Shadow Enterprises) Leah J. Belshay (dba Analysis Contracting Services) Crystal L. Van Meter Shawna Gibson Robert C. Orth (dba Strait Solutions) Michael R. Chamness Mike Sweeney (Matrix Public Sector Services) William J. Giannetti Robert C. Thurston Science Applications International Corporation Security and Investigations Inc. Setrecon Inc.

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center staff to score vendor education, training and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. Proposed consultant team members were separated by work location availability; the highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating the regional intelligence centers and the WAJAC where the proposed consultant team members would work. The final selection was based on the outcome of these interviews.

Reasonableness of Cost

How was it determined that costs are fair and reasonable, or within the competitive range?

For proposed consultant team members, the average hourly rate was \$48.04 per hour. The contractor proposed \$60 per hour. Although the hourly rate was higher than the average, it was comparable to other non-sole proprietors submitting proposals for these services.

Attachments

sii0505.doc - 102400kb

amendment 1 to RFQQ No C050836PSC.doc - 60928kb

RFQQ No. C050836PSC.doc - 188416kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes



STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

May 27, 2005

Ms. Priscilla Coy-Monahan
Security and Investigations, Inc.
407 Howell Way
Edmonds WA 98020

Dear Ms. Coy-Monahan:

Subject: WSP Contract No. C051032PSC, Criminal Intelligence Analyst Services

Enclosed are two originals of the referenced contract between the Washington State Patrol and your firm. Once an approved individual for your firm has signed these originals, please return both originals to my attention at the following address:

Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

Please have Mr. Melton and Mr. Kristof each complete and sign Exhibit C, Contractor Employee Nondisclosure Agreement, and return them with the signed original contracts.

The Washington State Patrol contract tracking number is the contract number referenced above; please use this number on all correspondence regarding this contract. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

jh

Enclosures

cc: Sergeant Keith Huntley, Investigative Assistance Division



WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C051032PSC	
		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 Security and Investigations Inc.		Contractor Doing Business As (DBA)	
Contractor Address 407 Howell Way Edmonds WA 98020		Contractor Federal Employer Identification Number (mandatory, for tax purposes) 90-0087242	
Contact Name Ms. Priscilla Coy-Monahan		Contact Telephone (425) 672-8787	
Contact Fax (425) 672-0877		Contact E-mail Address [REDACTED]	
WSP Contact Information			
WSP Project Manager Name and Title Keith Huntley Detective Sergeant		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 753-6800	Fax (360) 586-8231	E-mail Address keith.huntley@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jhugdahl@wsp.wa.gov	
Contract Start Date Date of Execution		Contract End Date April 30, 2006	Maximum Contract Amount \$152,000
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	
WSP Budget and Fiscal Services:			
	Date		

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

STATEMENT OF WORK

1. **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

<u>Contractor Employee</u>	<u>Location of Work</u>
Dan K. Melton	Region 1 Regional Intelligence Center (Everett)
John L. Kristof	Washington Joint Analytical Center (Seattle)

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; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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.

 - 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.

STATEMENT OF WORK (Continue)

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 42.17 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 hour for services provided by the Contractor Employee(s) under this Contract.

<u>Contractor Employee</u>	<u>Hourly Rate</u>
Dan K. Melton	\$60.00
John L. Kristof	\$60.00

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

GENERAL TERMS AND CONDITIONS (Continued)

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 judgement 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

GENERAL TERMS AND CONDITIONS (Continued)

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.

GENERAL TERMS AND CONDITIONS (Continued)

- 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.

GENERAL TERMS AND CONDITIONS (Continued)

- 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

GENERAL TERMS AND CONDITIONS (Continued)

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 **C051032PSC** (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

Consultant Name: Security & Investigations Inc. Number: 15
RFQQ No. C050386PSC, Criminal Intelligence Analyst Services

- 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 Monday, April 4, 2005.

Proposal contains:

- Letter of Submittal
- Certifications and Assurances (Exhibit A to the RFQQ)
- The Consultant's response to Exhibit C, Questionnaire
- Resume(s) for proposed Consultant Team Member(s)
- Waiver and Authorization to Release Information for proposed Consultant Team Member(s) (Exhibit E)
- The Consultant's Quotation (Exhibit D)

At a minimum, the proposal clearly demonstrates that any proposed Consultant Team Member:

- Has a two year college degree in criminal justice, law enforcement, statistical analysis or a related field (two years experience as a criminal intelligence analyst or as a commissioned law enforcement officer may substitute for each year of college);
- Has two years work experience in national security or criminal intelligence analysis, or five years work experience as a commissioned law enforcement officer

Reviewed: JRK

✓ DAN K. MELTON
✓ BENNY J. DePALMO
✓ DUANE PAUL LEWIS
✓ JOHN L. KRISTOF
✓ KENNEDY C. CONDER

✓ DREW R. DOWD

15

Criminal Intelligence Analyst
Services Proposal
RFQ # CO50836PSC

Original

Security and Investigations Inc.
407 Howell Way
Edmonds, WA 98020
425-672-8787

Criminal Intelligence Analyst
Services Proposal
RFQ # CO50836PSC

Letter of Submittal

To Whom It May Concern:

Thank you for allowing us the opportunity to submit a proposal for the **Criminal Intelligence Analyst Services**. Security and Investigations Inc. has been in business for seven years providing Security and Investigation Services in the Greater Puget Sound for the State of Washington. All our investigators are retired Seattle police officers with quality training as well as years of hands-on experience. Their experience includes a myriad of law enforcement experience and training ranging from intelligence work and homicide investigation to explosives detection and disposal. This is an energetic group looking forward to taking on new challenges and responsibilities. Their dedicated service to our community continues through their work with our company.

As per your submittal requirements, the following information is included:

1. The contact information is as follows:
Security and Investigations Inc. (principal place of business)
407 Howell Way, Edmonds, WA 98020.
Telephone -- 425.672.8787
Fax -- 425.672.0877
Email - [REDACTED]
2. Security and Investigations Inc. is an S Corporation. The company was organized as this entity in 1999
3. Our Principal Officers are:
 - a. Priscilla Coy-Monahan -- President
 - b. Sean Monahan -- Vice President
 - c. Address and phone information for both is the same as above.
4. Our tax ID number is 90-0087242 . Our UBI is 602-293-493.
5. At this present time, we have no current or former state employees on our governing board.

Once again, thank you for the opportunity to submit our company for consideration. These services are vital to the safety of our communities and workers. We are confident that our experienced officers will be able to provide the highest level of service and quality attention.

Sincerely,



Priscilla Coy-Monahan
CEO

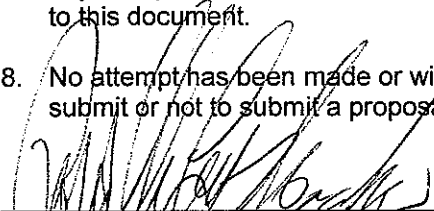
Criminal Intelligence Analyst
Services Proposal
RFQ # CO50836PSC

Certifications And Assurances

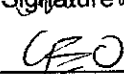
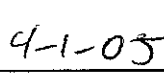
CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.



Signature of Proposer

Title Date

Criminal Intelligence Analyst
Services Proposal
RFQ # CO50836PSC

The Consultant's Response

1. Team Member Qualifications:

The following are the names of the team members who would be involved. Each has extensive education and work experience in the appropriate fields. A resume for each is included with the questionnaire. Each resume provides the education, work experience and specialized training information required.

- a. Dan K. Melton
- b. Benny J. DePalmo
- c. Duane Paul Lewis
- d. John L. Kristof
- e. Kennedy C. Conder
- f. Drew R. Dowd

Each of these men either presently has the ability to use i2's Analyst Notebook, Penlink and Microsoft Office software or is willing to be trained/take classes for these applications.

2. Here is the availability for each of the team members:

- a. Dan K. Melton – King, Pierce, Snohomish, Skagit and Whatcom Counties
- b. Benny J. DePalmo – King, Pierce, Snohomish, Skagit and Whatcom Counties
- c. Duane Paul Lewis – King, Pierce, Snohomish, Skagit and Whatcom Counties
- d. John L. Kristof – King, Pierce, Snohomish, Skagit and Whatcom Counties
- e. Kennedy C. Conder – King and Pierce Counties
- f. Drew R. Dowd – King, Pierce, Snohomish, Skagit and Whatcom Counties

3. The past several years, Security & Investigations, Inc. has provided services for DSHS and DCFS in Region 4. During this time, we have been responsible for the security of five building and the employees and clients who frequent these facilities. Our responsibilities range from site security, client/social worker safety to internal and external theft problems.

While working in this region, we conducted a surveillance operation that resulted in the conviction of an employee for theft and the recovery of several thousand dollars worth of stolen state computers and equipment. This was accomplished while still carrying out our regular duties and maintaining normal interactions with the employees and clients.

We have also performed work for the Division of Developmental Disabilities located in Buckley, WA. On several occasions when they have had to dismiss employees and the safety of other employees became an issue, we maintained a presence on campus and ensured that a safe and viable working situation existed.

We are a company that consists of retired Seattle police officers. We have a myriad of law enforcement experience and training ranging from intelligence work, homicide investigation to explosives detection and disposal. We are energetic and look forward to taking on new challenges and responsibilities.

Feel free to contact the following business references:

- a. Department of Social and Health Services
Division of Child and Family Services
Judy Smith – Manager
1700 E. Cherry St.
Seattle, WA 98122
206.568.5510
- b. Department of Social and Health Services
Rainier School – Department of Developmental Disabilities
Neal Crowley – Manager
2120 Ryan Rd.
Buckley, WA 98321
360.829.3023
- c. Department of Social and Health Services
Division of Child and Family Services
Diane Chesterfield
101 South King St.
Seattle, WA 98104
206.691.2300

4. Here is the required information required under section 4:
 - a. We worked for DCFS as Armed Security Guard Service under contract number 97-001-9780.
 - b. Not applicable.
 - c. Not applicable.
 - d. Not applicable.
5. The waivers for each of the team members are attached.

Thank you for your consideration.

Dan K. Melton



OBJECTIVE: To obtain meaningful employment & continue contributing to my community in a positive manner.

QUALIFICATIONS

EDUCATION

1975

Bachelor of Arts - Public Administration University of Puget Sound

1972

Assoc. of Applied Arts - Criminal Science Shoreline Comm. Coll.

EMPLOYMENT

1 Sept. 2001 Manager Security & Investigations Inc.

Manage fourteen security officers working at four different DSHS offices in Seattle insuring a safe work place for the social workers, support staff & their clients and families when they come to the office for services. Insure that the officers are on time & conversant with DSHS policies & procedures.

1999 2001 Background Investigator Seattle Police Dept.

Assist the Personnel Office of the Police dept. back grounding potential civilian employees. This was a temporary position while the Dept. was in a hiring mode after a period of inactivity in that area.

1984 1998 Detective Seattle Police Dept, assigned to the Criminal Intelligence Section where I worked traditional & non-traditional organized crime problems in the Northwest. During this time I also worked on cases involving domestic terrorism. I received training in criminal analysis work and used it in various investigations.

1978 1984 Detective Seattle Police Dept. assigned to the Crimes Against Persons Section, Homicide & Assault Unit. I worked various homicide, assault & sexual cases while assigned to this area.

1970 1978 Detective Seattle Police Dept. assigned to the Juvenile Section & Crimes Against Property Section. While assigned to these units I worked general crimes involving follow up & court prosecutions.

References for Dan K. Melton:

Michael R. Germann

[REDACTED]

Allan R. Lorette

[REDACTED]

Charles E. McClure

[REDACTED]

Respectfully submitted,

Dan K. Melton

[REDACTED]

Benny J. DePalmo

DOB 11-29-42

SS#

EDUCATION: High School Diploma 1960
Two Years College Equivalency - Police Science S.C.C. 1969

EMPLOYMENT: Seattle Police Department March, 28, 1967 to March 30, 1993
610 - 3rd Avenue
Seattle, WA 98104

PROMOTIONS: Seattle Police Academy September 5, 1967 to December 1, 1967
Police Officer from December 1, 1967 to January 12, 1972
Detective from January 12, 1972 to October 5, 1977
Patrol Sergeant from October 5, 1977 to February 4, 1980
Detective Sergeant from February 4, 1980 to March 30, 1993

JOB ASSIGNMENTS:

Patrol Officer, Downtown Corridor - Seattle
December 1, 1967 to July 1, 1970

Patrol Division - South Precinct July 1, 1970 to August 10, 1970

Traffic Division - Special Enforcement Unit - Downtown Seattle
August 10, 1970 to March 10, 1971

Traffic Division - D W I Detail - Downtown Seattle
March 10, 1971 to January 12, 1972

Detective, Investigations Bureau, Burglary and Theft Unit
January 12, 1972 to March 6, 1974

Detective Investigations Bureau, Homicide Unit
March 6, 1974 to October 5, 1977

Sergeant, Patrol Division, Pct. -1
October 5, 1977 to January 18, 1978

Detective/Sergeant Narcotics Section
February 4, 1980 to April 18, 1984

Detective/Sergeant Fugitive/Felony Warrant Unit
April 18, 1984 to March 30, 1993

SPECIAL TRAINING:

- 10/71 Expert Court Testimony - Washington State Justice Training Center - Seattle
- 1972 Crime Scene Investigation and Processing - Seattle
- 1/75 Death Investigation - Southern Police Institute University of Louisville - Louisville, Kentucky
- 1978 Special Weapons and Tactics (S. W. A. T. Training - Seattle
- 1979 Mid-management School - Seattle, Washington
- 1981 Narcotics Investigator School - Federal Drug Enforcement Administration - Seattle, Washington
- 1982 Drug Identification and Processing - Seattle, Washington
- 1983 Advanced First Aid and Emergency Medical Technician Training - Seattle Fire Department
- 1990 National Sheriff Association - Transportation and Prisoner Extradition - Newport, Oregon
- 1991 Prisoner Transportation, Officer Safety, and Intergovernmental Relations - Seattle

SPECIAL ASSIGNMENTS:

Death Investigation Instructor and Crime Scene Investigation,
Washington State Criminal Justice and Training Center 1977

Acting Lieutenant - Seattle Police Narcotics Unit - 1983

Acting Lieutenant - Seattle Police Fraud and Explosive Unit - 1990
1991 and 1992

Narcotics Instructor - Washington State Patrol Academy
Shelton, Washington - 1988

Narcotics Instructor - Search and Seizure Techniques
Washington State Criminal Justice and Training Center 1982

Special Weapons and Tactics (S. W. A. T.) Commander
and Instructor. Washington State Criminal Justice and Training
Center - Fort Lewis, Washington - 1979

Mid-management Supervisor Instructor, Washington State
Criminal Justice and Training Center - Seattle - 1988, 1989, 1990
and 1991

SPECIAL WEAPONS QUALIFICATIONS:

Qualified Expert in the following weapons:

- ~ 38 Cal. Revolver
- ~ 9 MM Automatic Pistol
- ~ 9 MM Automatic Machine Gun
- ~ Police Baton
- ~ 12 Ga. Shotgun

SPECIAL MEMBERSHIPS:

The Washington State Council of Police Officers
National Sheriff Association
Extradition and Transportation Officers
National Association of Sheriffs and Police Chiefs

EMPLOYMENT REFERANCES

James Deschane
Seattle Police Assistant Chief/Ret

[REDACTED]

Michael Germann
Seattle Police Captain/Ret.

[REDACTED]

Donald Cameron
Seattle Police Detective Sergeant/Ret.

[REDACTED]

Duane Paul Lewis

WORK EXPERIENCE:

- April 2000 to current:
Self-Employed: contracting with various security companies. Security detail for jewelry representatives.
- February 2002 to July 2003:
Cell Therapeutics: Bodyguard for CEO and family
- July 2003 to December 2004:
Department of Social & Health Services: Security for Regional Office
- December 1969 to January 1995:
Seattle Police Department:
 - o Police Officer
 - SWAT
 - Tactical Operations
 - Dignitary Protection
 - Defensive Tactics Instructor at Washington State Criminal Justice Training Center
 - o Detective
 - Narcotics Unit
 - Felony Warrant & Fugitive Apprehension Unit

MILITARY BACKGROUND:

- March 1966 to March 1968:
United State Marine Corps
 - o Viet Nam
 - o Corporal / Squad Leader

REFERENCES:

Dan Bryant, retired Assistant Chief from the Seattle Police Department

Ed Joiner, retired Assistant Chief from the Seattle Police Department

Tim Carlin, Fred Meyer Jewelry Representative
11840 SE 184th, Renton, WA 98055 206-369-0150 mobile #

John L. Kristof



SUMMARY

Retired as a Senior Detective from the Seattle Police Department. Conducted investigations on major fraud, employee theft, arson and bomb cases while assigned to the Fraud and Explosives Unit for over fourteen years. Employed by The Hartford Insurance Company as a Special Investigator assigned to a five state area conducting investigations into suspected fraudulent claims including arson and organized crime issues. Experienced in the private sector with building security and conflict resolution with the State of Washington division of Child Protective Services. Proficient in various Microsoft office applications.

OBJECTIVE

To obtain an investigative/analyst position that is interesting, meaningful and which utilizes my professional experience and expertise.

SUMMARY OF QUALIFICATIONS

- Twenty-eight years of police experience.
- Nineteen years of investigative experience; specializing in fraud, internal theft, arson, explosion and fraudulent claims.
- Experienced in the preparation of criminal and civil cases, and their filing, with the King County Prosecutors Office, State Attorney General's Office, US Attorney General and corporate lawyers.
- Certified as an expert witness in fraud and employee theft cases.
- Instructor, Western Washington Criminal Justice Training Center and Seattle Police Academy.
- Instructor, FBI Post Blast Investigation Academy.
- Extensive training with interview techniques and years of practical application.
- Investigated, obtained charges and testified in over five-hundred criminal cases.

- Extensive experience with testifying in civil hearings and trials relating to insurance fraud.
- Experience in tracking and tracing business and personal financial records.
- Eight years of experience in building security and conflict resolution techniques during Child Protective Services interviews and hearings.

PROFESSIONAL EMPLOYMENT

6/97 to present: Employed by PNI on a contract basis to the State of Washington DSHS Child Protective Services. Provided building and personal security to employees and conducted conflict resolution during client interviews, meetings and hearings.

2/99 to 8/04: Employed by The Hartford Insurance Company as a Special Investigator. Responsible for investigating suspicious claims in a five state area. Reported and made recommendations on findings and, if criminal, coordinated the investigation with the law enforcement agency having jurisdiction. I was also responsible for training of new adjustors in fraud awareness and detection. Responsible for analyzing organized crime trends as they pertained to insurance fraud and generating reports to senior administrators.

5/98 to 2/99: Employed as a civilian contractor for the Seattle Police Department. Responsible for the evaluation of the candidate and recommendations as to their fitness for employment.

5/69 to 12/97: Employed by the Seattle Police Department in various capacities including Liaison Officer between SPD and the US Secret Service, K9 Officer and various undercover assignments. The last fourteen years of my career were spent as a Senior Detective with the Fraud and Explosives Unit. In this capacity I was responsible for the investigation of major fraud and white collar crimes reaching into seven figure amounts. I was responsible for investigating all reports of internal theft involving City of Seattle employees and elected officials. I was in the Bomb Squad and am an expert in explosive detection, investigation and devices. I conducted numerous arson investigations and was involved in multi-jurisdictional task forces involving the King County Prosecutors Office, FBI, IRS, US Secret Service, ATF, Washington State Attorney General's Office and the Washington State Insurance Commissioners Office.

REFERENCES:

George Marberg-Retired Seattle Police Lieutenant

[REDACTED]

Michael Dougherty-Special Investigator The Hartford Insurance Company

PO Box 665

Castle Rock, CO 80104

1-800-811-4832 ext 48227

303-263-9511 cell

Al Gerdes-Investigator Jefferson County Medical Examiners Office

[REDACTED]

RESUME
Kennedy C. Conder

Dates	Work Experience
1/98 to 8/01	Commander, Seattle Police Department Domestic Violence Unit Duties included leading and managing a detective unit, representing the Department, interacting with other members of the criminal justice community, writing policies and procedures, performing the duties of the Captain in his/her absence
4/97 to 1/98	Operations Lieutenant, Seattle Police Department North Precinct Implemented Community Oriented and Problem Solving Policing, Supervised School Team and Community Police Team Officers, managed Precinct budget, precinct wide administrative duties
9/95 to 4/97	Watch Commander, Seattle Police Department North Precinct Lead and manage 60 police officers, attend community meetings, provide training, perform Acting Captain duties
10/94 to 9/95	Supervisor, Seattle Police Department Anti Violence Team Created, supervised and wrote policies/procedures for a pro-active unit responsible for monitoring chronically violent youthful offenders, partnered with Department of Corrections, State and County Juvenile Probation Staff
1/94 to 10/94	Supervisor, Seattle Police Department SWAT Unit Plan and execute search warrant service, supervise responses to hostage/barricaded person situations, coordinate dignitary protection details with United States Secret Service, supervise training and respond to requests for support by other units
4/93 to 1/94	Detective, Seattle Police Department Robbery/Domestic Violence Investigate crimes against persons, prepare cases for presentation to the Prosecutors' Office, prepare and serve search warrants
8/89 to 4/93	Instructor, Washington State Criminal Justice Training Academy Lead instructor of Defensive Tactics, TAC Officer for recruit classes, created curriculum, assisted with other blocks of instruction
4/85 to 8/89	Officer, Seattle Police Department SWAT Unit Respond to hostage/barricaded person situations, serve high risk arrest and search warrants, pro-active plain clothes patrol related to specific high risk violent crimes, train other agencies, part time driver/security officer for the Mayor of Seattle
4/82 to 2/85	Detective, Seattle Police Department Narcotics and Vice Section Investigate complaints of Narcotics and Vice activity, prepare cases for presentation to the prosecutors' office, prepare and serve search and arrest warrants
4/80 to 4/82	Officer, Seattle Police Department Special Patrol Unit Plain clothes pro-active patrol, support detectives
5/77 to 4/80	Officer, Seattle Police Department West Precinct Patrol Foot beat and vehicle uniformed patrol, Field Training Officer, Co-authored first field training manual
12/73 to 12/76	Officer, University of Washington Police Department Uniformed foot and vehicle patrol, "Blue Blazer" patrol in University of Washington dormitories, Field Training Officer

Education, Training and Memberships

- Bachelor of Arts, Political Science/Psychology, University of Washington, 1972
- Continuous Law Enforcement training
- Member of American Association of Law Enforcement Trainers
- Executive Board member for King County VAWA Stop Grant
- Treasurer and Board member for the Greater Puget Sound Domestic Violence Conference
- Member of the City of Seattle's domestic Violence Council

Projects/Presentations

- Worked with State Coalition to create model Domestic Violence Offender Probation Protocol
- Lectured state wide on the Law Enforcement and Corrections SMART Partnership Program
- Created and managed Department of Corrections Seattle Police Department Domestic Violence Unit Partnership designed to hold batter's accountable through coordinated efforts
- Created and managed Seattle Police Department's Domestic Violence Fugitive Apprehension Team
- Presented at National Training Center on Domestic and Sexual Violence
- Primary delegate to Tashkent Uzbekistan Police Department For U. S. State Department delegation on Domestic Violence

References

- Seattle Police Chief Norm Stamper (Retired)
- Seattle Police Chief Herb Johnson (Retired)
- Seattle Police Assistant Chief Michael O'Mahony (Retired)
- Seattle Police Assistant Chief Harv Ferguson (Retired)
- Seattle Police Assistant Chief W. D. Bryant
- Seattle Police Deputy Chief John Diaz
- Seattle Police Captain Neil Low
- W. Randy Fillingam, Supervisor Washington State Department of Corrections
- Steven Marrs, Washington State Department of Corrections
- Judith Shoshana, Seattle City Attorney, Domestic Violence Unit
- Additional references available upon request

REFERENCES

Dennis P. Nordlund, D.D.S.



Captain Michael Sanford
Seattle Police Department
610 5th Ave.
Seattle, WA 98104
206-684-8770

Assistant Chief W. D. Bryant, (Retired)



Drew R. Dowd

Objective

Washington State Patrol Contract Position

Experience

August, 2001 - December 2004 Security and Investigative Services Lynnwood, Wa.

Security Officer

- *Facility, Staff and Client Security*
(Left Employment December 2004 due to state budget cuts)
Job Responsibilities:
 - Site Security
 - Provide for the safety of staff and clients

July 1970 - October 2000 Seattle Police Department Seattle Wa.

Patrolman and Firearms Instructor

- October 17, 2000:
Retired from Seattle Police Department
30 years of service: 17 years in patrol and 13 years in Training Division
- February 1987 thru October 2000 Training Division: Firearms Training Unit
Seattle Police Department Range Staff and Firearms Instructor
Training and Qualifications:
State Certified Firearms Instructor
 - W.S.C.J.T.C. (Washington State Criminal Justice Training Commission) Firearms Instructor's School
 - State Certified Instructor.
W.S.C.J.T.C. Instructor Development School*Certified Armorer and Instructor*
 - Glock Armorer and Instructor's Class.
Job Responsibilities
 - Conducted police department firearms training and qualification
 - Oversaw daily operations of the range facility i.e. opening and closing of facility, security, check-in, safety and usage verification
 - Operated range retail facility and customer service counter
 - Public Relations
 - Conducted firearms training for the W.S. C.J.T.C.
 - Coordinated range facility use with numerous local, state and federal agencies
- September 9, 1999 thru March 9, 2000
Acting Sergeant of Seattle Police Firearms Training Unit
- October 1970 thru February 1987
Seattle Police Uniformed Patrol Officer
Job Responsibilities:
 - Worked East and West precincts: Both Morning and Night Shifts
 - Worked relief squads, permanent district cars and foot beats

Drew R. Dowd

1976-1994

Washington Mutual

Seattle, Wa.

Armed Security Guard

- Armed lobby guard
- Provided security for staff and patrons

July 1970-October 1970

City of Seattle

Seattle, Wa.

Seattle Police Academy Cadet

- Seattle Police Academy Class # 65

Education

September 1972-1973

North Seattle Community College

Seattle, Wa.

Associate of Arts Police Science

- AA Degree
-

September 1963- 1965

Western Washington University

Bellingham, Wa.

College Attendance

PROFESSIONAL REFERENCES:

1) Michael German

[REDACTED]

Telephone Number: [REDACTED]

2) Richard Hinz

[REDACTED]

Telephone Number: [REDACTED]

3) C.J. Zentner

[REDACTED]

Telephone Number: [REDACTED]

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:

DANNY Kirth Melton			
Applicant Name (First, Middle, Last)			
DAN K. Melton			
Other names you have been know by, including prior marriage(s) or nickname(s)			
PP			
Address	City	State	Zip Code
Social Security Number	6/3/1944		
	Date of Birth		
Dan K Melton	3/29/05		
Applicant Signature	Date		

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:

<i>BENNY J. DEPALMO</i>			
Applicant Name (First, Middle, Last)			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[Redacted]		[Redacted]	[Redacted]
Address	City	State	Zip Code
[Redacted]		<i>11-29-42</i>	
Social Security Number		Date of Birth	
<i>Benny J. DePalmo</i>		<i>3-31-05</i>	
Applicant Signature		Date	

Exhibit E

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:

DUANE PAUL LEWIS			
Applicant Name (First, Middle, Last)			
"LEW"			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[REDACTED]		[REDACTED]	
Address	City	State	Zip Code
[REDACTED]		09-23-1946	
Social Security Number		Date of Birth	
Duane P Lewis		3-30-2005	
Applicant Signature		Date	

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:

John L. KRISTOF					
Applicant Name (First, Middle, Last)					
Other names you have been know by, including prior marriage(s) or nickname(s)					
[REDACTED]		[REDACTED]		[REDACTED]	
Address		City		State Zip Code	
[REDACTED]			1-8-48		
Social Security Number			Date of Birth		
[REDACTED]			3-31-05		
Applicant Signature			Date		

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:

KENNEDY C. CONDER			
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		
<i>K. M. Conder</i>	3/30/05		

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:

DREW REX DOWN			
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		
	04-01-05		

Criminal Intelligence Analyst
Services Proposal
RFQ # CO50836PSC

The Consultant's Quotation

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 team members. If the hourly rate differs from each individual, please identify the specific rate for each proposed team member.

Hourly rate for services: \$ 60.00

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. You should base your hourly rate on providing services at a maximum of forty (40) hours per work week.
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. All costs associated with training for i2's Analyst Notebook application, Penlink and Microsoft Office Suite are solely the responsibility of the Consultant.
5. 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>.

B. 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.



WSP Contract No.

Category

Amendment No.

Title

Other Party

Other No.

Start Date End Date

Amount User ID

Contract Status

Contract Notes:

Analyst Kathleena Almquist. See C090433PSC for RFQQ.

Program Information:

Program:

Program Contact:

Processing Status:

Amendment	<input type="text" value=""/>
Amd Amount	<input type="text" value="(\$79,000)"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text" value=""/>
Attorney General	<input type="text" value=""/>
Bureau Cdr IOC	<input type="text" value=""/>
BFS Notification	<input type="text" value="1/8/2009"/>
BFS Review	<input type="text" value="1/15/2009"/>
Chief's Office	<input type="text" value="1/20/2009"/>
Transmittal Letter	<input type="text" value="1/27/2009"/>
Mailed to Other Part	<input type="text" value="1/8/2009"/>
Received Back	<input type="text" value="1/15/2009"/>
Distributed	<input type="text" value="1/27/2009"/>

Amendment	<input type="text" value=""/>
Amd Amount	<input type="text" value="\$335,000"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text" value=""/>
Attorney General	<input type="text" value=""/>
Bureau Cdr IOC	<input type="text" value="12/17/2008"/>
BFS Notification	<input type="text" value="12/17/2008"/>
BFS Review	<input type="text" value="1/16/2009"/>
Chief's Office	<input type="text" value="1/20/2009"/>
Transmittal Letter	<input type="text" value="1/27/2009"/>
Mailed to Other Part	<input type="text" value="1/8/2009"/>
Received Back	<input type="text" value="1/15/2009"/>
Distributed	<input type="text" value="1/27/2009"/>

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	Operational Applications Kathleen Almqvist
WSP Project Manager	Lieutenant Randy Drake
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	C090550PSC
BFS Contracts Specialist	Cindy Haider

A. PRE-CONTRACT PLANNING

1. Description of Services:

Criminal Intelligence Analyst - WAJAC

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	001-01*-00271 WAJAC
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	WSP + WASPC not eligible
• Agency resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Other public (governmental) resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
• If former, provide last date of employment.	N/A
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

Personal Service Contract Risk Assessment
Page 2 of 4

If the contract is federally funded, is the Contractor a subrecipient or vendor?	NO
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?
 Competitive Sole Source

2. If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

In Contract file

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

N/A

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

WEBS - Washington Electronic Business Solutions

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No N/A

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
If factor is not applicable, risk point = 0. Unknown, risk point = 5.
1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

Personal Service Contract Risk Assessment
Page 3 of 4

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	3
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	3
Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	1

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	4
Experience and past performance	1
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	-
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	-
Organizational changes (is organization stable or does it have frequent turnover?)	-
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	1
Legal actions (has there been any for the last 12 months? - if so, what?)	1
Background of individuals (do you have resumes?)	1

3. Total Risk Points

27

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

- Were contract and contractor risks assessed prior to entering into a contract?
 Yes No
- Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?
 Yes No

4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	Yes
Review of entity invoices and other documentation	Yes
Conduct onsite reviews or other observations (meetings, etc.)	—
Maintain other periodic contract with contractor (telephone, email, etc.)	Yes
Other: Attends meetings with WASPC	

E. AUDITS (for subrecipients of federal funds)

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	N/A
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	N/A
Was a risk assessment completed to determine whether an audit was needed?	N/A
Is corrective action necessary? Were questioned costs resolved?	N/A
Are audit findings, if any, resolved?	N/A

F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes:

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Almquist, Kathleena Maria
SSN/TIN

As of 23-Dec-2008 7:08 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
- > Advanced Reports
 - > Recent Updates
 - > Dashboard

Archive Search - Past Exclusions

-
- > Advanced Archive Search
 - > Multiple Names
 - > Recent Updates

Contact Information

- > Email: support@epls.gov
episcments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, January 12, 2009 3:19 PM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 1/9/2009.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 39081-00

Contractor Legal Name: Larm, Doug
Contractor TIN: 300369267

Agency: 225
Agency Contract #: C090550PSC
Filed Date: 1/9/2009
Start Date: 1/15/2009
Filed By: Cindy Haider

Contract Value: \$335,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, January 12, 2009 10:34 AM
To: 'McMullen, Jan S. (OFM)'
Subject: RE: WSP Filings in PSCD

Yes – to all four contracts.

I thought that I had incorporated the language under Reasonableness of Cost but will ensure for future filings. This is the last of the filings that are associated to a recent RFQQ.

Thank-you for your assistance,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: McMullen, Jan S. (OFM) [mailto:Jan.McMullen@OFM.WA.GOV]
Sent: Monday, January 12, 2009 10:25 AM
To: Haider, Cindy (WSP)
Subject: WSP Filings in PSCD
Importance: High

Does the following apply to all of your recent filings for criminal analyst services? (one James Ward and three Doug Larm).

WSP considers this to be a convenience contract where the contractor provides services on an as-needed basis and the dollar value referenced is a maximum amount available, because it cannot be known if the total dollars will be used?

It would be appreciated if you would include this language, when applicable, in future filings.

As soon as I have your response to this e-mail, I will start to process your most recent filings. Thank you. Jan

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, January 09, 2009 10:30 AM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 1/9/2009 10:30:00 AM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 64974

Contractor Legal Name: Larm, Doug
Contractor TIN: 300369267

Agency: 225
Agency Contract #: C090550PSC
Filed Date: 1/9/2009 10:30:00 AM
Start Date: 1/15/2009 Filed By: Cindy Haider

Contract Value: \$335,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 64974

Agency Contract Number: C090550PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 300369267

Legal Name Larm, Doug

DBA

UBI 602632122

Address 4227 South Meridian Suite C366, Puyullap, WA USA 98373

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$335,000			\$335,000
Contract Total				\$335,000

Contract Dates

Filed Date	Start Date	End Date
	01/15/2009	09/30/2012

Contacts

Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	In Process
Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

The Washington Joint Analytical Center (WAJAC) is housed at the Seattle Field Office of the Federal Bureau of Investigations (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 includes the FBI; US Immigration and Customs Enforcement; the Washington National Guard; the Washington State Patrol; and several local law enforcement agencies. The Contractor's criminal analyst services are critical to the efforts of WAJAC in an effort to prevent terrorism.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's office. This contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. WSP is contractually obligated to the federal government to provide these services. These services are critical to WSP to fulfill their mission of "enhancing the safety and security of our state" which includes sharing information with other local, state and federal law enforcement organizations. In light of the Personal Service contract freeze, this contract is approved by Deputy Chief Paul S. Beckley.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Competitive Solicitation Process

Advertisement Information

Solicitation Notification

Number of Solicited Documents: 6

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The Contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of panel members from the WAJAC as well as a written assignment.

Names of Firms Responding With Proposals.

Network Transport Engineering Nighthawk Analytical Dan K. Melton Michael R. Chamness Chad R. Melton KSNK Enterprise Kristof Analysis & Investigation Services Intelligence Acumen Operational Applications Inc.

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center to score vendor education, training, leadership and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. The highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating in the regional intelligence centers and the WAJAC where the proposed consultant team member would work. The final selection was based on the outcome of these interviews and written assignment.

Reasonableness of Cost

How was it determined that costs are fair and reasonable, or within the competitive range?

The hourly rate is comparable to other contractors submitting proposals for these services. Work is assigned by Task Orders on an as-needed basis. Contract references maximum amount available.

Attachments

Operational090550.doc - 153600kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Revised

Possible Amendment to
Base agreement - 10/1/2011

Operational Applications
Kathleena Almqvist

WA-18

1/15/09 - 1/31/09 (12 days x 8 = 96 hrs)

\$48.00 x 96

4608.00

\$48.00 x 173 x 8 x 1.05

69,753.60

74,361.60

15,000

10/1/09 - 9/30/10

\$50.00 x 173 x 12 x 1.05

108,990

109,000

10/1/10 - 9/30/11

\$52.00 x 173 x 12 x 1.05

113,349.60

114,000

10/1/11 - 9/30/12

\$54.00 x 173 x 12 x 1.05

117,709.20

118,000

\$ 414,410.40

\$ 416,000 Est
Base

Operational Applications
Kathleena Almquist

W4J8

11/1/09 - 9/30/09

$$\begin{aligned} \$48.00 \times 173 \times 9 \times 1.05 &= 78,472.80 \\ &79,000 \end{aligned}$$

10/1/09 - 9/30/10

$$\begin{aligned} \$50.00 \times 173 \times 9 \times 1.05 &= 81,742.50 \\ &82,000 \end{aligned}$$

10/1/10 - 9/30/11

$$\begin{aligned} \$52.00 \times 173 \times 9 \times 1.05 &= 85,012.20 \\ &85,000 \end{aligned}$$

10/1/11 - 9/30/12

$$\begin{aligned} \$54.00 \times 173 \times 9 \times 1.05 &= 88,281.90 \\ &89,000 \end{aligned}$$

\$ 333,509.40

\$ 335,000

Budget and Fiscal Services Contract Notification Form

<input type="checkbox"/> Billable over \$10,000 <input type="checkbox"/> Billable under \$10,000 <input checked="" type="checkbox"/> Payable <input type="checkbox"/> Other:										
WSP Contract Number C090550PSC (1)				Other Contract Number				A/R Number		
Contract Start Date JANUARY 15 2009				Contract End Date SEPTEMBER 30, 2009				AFRS End Date		
Contract Title Criminal Intelligence Analyst Services							CFDA No.		QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contractor Name Operational Applications Inc. (Doug Larm)										
Contractor Contact Address 4227 South Meridian Suite C366, Puyallup WA 98373										
Contractor Contact Name Doug Larm				Contractor Contact Phone 253-226-9564				Contractor EIN/SSN 30-0369267		
Contractor E-Mail Address doug.larm@operationalapplications.com				Contractor Contact Fax				BFS Accountant Name TANYA PIERCE		
WSP Project Manager LT RANDY DRAKE				WSP Section/Division/Bureau IAD				BFS Budget Analyst Name SUE ASCHENBRENNER		
Remarks: TASK ORDER NO. 1. PERIOD OF PERFORMANCE AND AMOUNT IS FOR THIS TASK ORDER ONLY. REIMBURSES CONTRACTOR AT HOURLY RATE OF \$48.00 (SFY09).										
<i>Analyst Kathleena Almqvist</i>										
Contract Amount			Position			Signature and Date				
Previous Contract Amount	\$		Grants and Contracts Manager							
Amendment Amount	\$		Business Office Manager							
Revised Total Amount	\$79,000		Budget Manager							
Indirect Costs %			Accounting Manager			Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ8	001	01*	00271	WAJ8	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090550PSC**
Task Order Number: **1**

Contractor: **Operational Applications Inc.**

Period of Performance for Task Order: January 15, September 30,
Start Date: 2009 End Date: 2009

Description of Service: The Contractor's Employee (Kathleena Almquist) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor's Employee during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$48.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C090550PSC.

Maximum Task Order Amount: \$79,000.00


WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Doug Larm, (253) 226-9564

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

Paul S. Beckley 1-21-09
John R. Batiste, Chief Date

 12 JAN 2009
Signature Date

DOUG LARM, PRESIDENT
Printed Name and Title

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 1/8/09
 LDS TTT

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C090550PSC		Other Contract Number	A/R Number
Contract Start Date January 15 2009		Contract End Date September 30, 2012	AFRS End Date
Contract Title Criminal Intelligence Analyst Services			CFDA No. QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Operational Applications Inc. (Doug Larm)			
Contractor Contact Address 4227 South Meridian Suite C366, Puyallup WA 98373			
Contractor Contact Name Mr. Doug Larm		Contractor Contact Phone 253-226-9564	Contractor EIN/SSN 30-0369267
Contractor E-Mail Address doug.larm@operationalapplications.com		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager Lt. Randy Drake		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Sue Aschenbrenner

Remarks: Requires separate task orders – do not encumber.
 Analyst Kathleena Almquist

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	 Allot: <input type="checkbox"/> Yes <input type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Amendment Amount	\$	Business Office Manager	
Revised Total Amount	\$335,000	Budget Manager	
Indirect Costs	%	Accounting Manager	

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ8	001	01*	00271	WAJ8	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**
 300-365-522 (R 6/03)

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C090550PSC
		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 Operational Applications Inc.		Contractor Doing Business As (DBA)
Contractor Address 4227 South Meridian Suite C366 Puyallup WA 98373		Contractor Federal Employer Identification Number 30-0369267
Contact Name Mr. Doug Larm		Contact Telephone 253-226-9564
Contact Fax		Contact E-mail Address doug.larm@operationalapplications.com
WSP Contact Information		
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov
Contract Start Date January 15, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$335,000
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 <i>Paul S. Beckley</i>	Date 1-21-09	Contractor Signature <i>Doug Larm</i>
Printed Name and Title John R. Batiste, Chief	<i>Paul S. Beckley Deputy Chief</i>	Date 12-JAN-2009
		Printed Name and Title <i>DOUG LARM PRESIDENT</i>

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 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.

<u>Contractor Employee</u>	<u>Location of Work</u>
Kathleena Almquist	WAJAC

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 maintain 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 42.17 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.

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

Contractor Employee	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10 – 9/30/11	10/1/11 – 9/30/12
Kathleena Almquist	\$48.00	\$50.00	\$52.00	\$54.00

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>

6. Insurance Requirements.

- a. 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.
- b. 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.

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 judgement 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.

Matthew Magnus
Signature of Contractor Employee

Kathleena Almost / Intelligence Analyst
Printed Name and Title

15 January 2009
Date

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

January 27, 2009

Mr. Doug Larm
Operational Applications Inc
4227 South Meridian Suite C366
Puyallup WA 98373

Subject: WSP Agreement No. C090550PSC and Task Order No. 1
WSP Agreement No. C090551PSC and Task Order No. 1

Enclosed with this letter are two fully executed originals of the referenced agreements and task orders between you and the Washington State Patrol. Please keep these originals for your records.

The Washington State Patrol contract tracking number are the agreement numbers referenced above; please use these numbers on all correspondence regarding these agreements. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

for, *Cindy L. Haider*
Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosure

MAILED
1/27/09





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. (1) C090550PSC Period of Performance: 1/15/09-9/30/09

Contract Title: Criminal Intelligence Analyst Services

Other Party: Operational Applications Inc.

Amount: \$ 79,000

- Payable
- Receivable
- Other: _____

Scope of Work: Task Order No. 1

Analyst Kathleen Almqvist

Comments:

Grants and Contract Manager: JRH 1/20

BFS Administrator: RSM 1/20/09

Management Services Bureau Director: SP 1/20

Chief/Deputy Chief: DB 1-21-09



Budget and Fiscal Services
Contract Routing Face Sheet

New

Contract No. C090550PSC Period of Performance: 1/15/09-9/30/09

Contract Title: Criminal Intelligence Analyst Services

Other Party: Operational Applications Inc.

*R Should be
9/30/2012*

Amount: \$335,000 Payable
 Receivable
 Other: _____

Scope of Work: Requires separate task orders.

Analyst Kathleenva Almqvist

Comments:

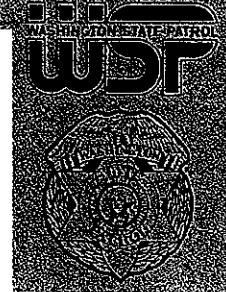
Grants and Contract Manager: JRH 1/20

BFS Administrator: RJM 1/20/09

Management Services Bureau Director: DP 1/20

Chief/Deputy Chief: DB 1-21-09

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C090550PSC and Task Order No. 1
DATE: January 27, 2009

Attached is a fully executed copy of the above-listed contract and task order between the Washington State Patrol and Operational Applications, Inc. for Criminal Intelligence Analyst Ms. Kathleena Almquist. Funding for this contract will be encumbered under separate task orders.

Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.

The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above; please use this number on all correspondence and payment documents associated with this contract. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at Micro 12, ext. 11071.

CLH
for JRH:clh
Attachment

cc: Ms. Sue Aschenbrenner, Budget Section
Captain Tim Braniff, Investigative Assistance Division
Ms. Tanya Pierce, Accounts Payable Section

1/27/09



Haider, Cindy (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, December 23, 2008 8:39 AM
To: Haider, Cindy (WSP)
Subject: FW: WAJAC - Analysts

Cindy, for your files.....

From: Beckley, Paul (WSP)
Sent: Monday, December 22, 2008 4:35 PM
To: Lamoreaux, Marc (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Approved

Paul Beckley
Deputy Chief
Washington State Patrol
Service With Humility
360-596-4103

From: Lamoreaux, Marc (WSP)
Sent: Monday, December 22, 2008 4:28 PM
To: Beckley, Paul (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: FW: WAJAC - Analysts

Deputy Chief Beckley,

Since these are personal service contracts, not a request to hire FTEs the request needs to go through BFS to solicit an exemption from OFM. To process this request from Captain Braniff, BFS needs your approval (As the Acting Chief) to "approve the requested exemption and provide purchase approval."

If you approve, Mr. Maki's shop will handle.

Thanks/Marc

Captain Marc Lamoreaux
Human Resource Division
(360) 704-2324
Marc.lamoreaux@wsp.wa.gov

From: Hattell, Curt (WSP)
Sent: Monday, December 22, 2008 4:11 PM
To: Lamoreaux, Marc (WSP)
Subject: Fw: WAJAC - Analysts

Marc, please advise on next steps.

Captain Curt Hattell
Office of Professional Standards
(360) 704-2333

Note: To ensure compliance with all administrative requirements and retention guidelines, please delete any e-mails regarding OPS cases after your review. When responding to any e-mails regarding OPS cases please delete the sent e-mail immediately.

From: Beckley, Paul (WSP)
To: Hattell, Curt (WSP)
Sent: Mon Dec 22 16:09:34 2008
Subject: RE: WAJAC - Analysts

They need to be run through HRD in the proper format for submission to DOP.

Paul Beckley
Deputy Chief
Washington State Patrol
Service With Humility
360-596-4103

From: Hattell, Curt (WSP)
Sent: Monday, December 22, 2008 2:23 PM
To: Beckley, Paul (WSP)
Subject: FW: WAJAC - Analysts

Chief, I am walking into this movie when it is almost over. This looks like something that should have your approval. Please let me know if this is something I can do or if it needs your blessing. Thanks, Curt

From: Drake, Randy (WSP)
Sent: Monday, December 22, 2008 2:17 PM
To: Braniff, Tim (WSP); Hattell, Curt (WSP)
Cc: Gurley, Traci (WSP)
Subject: Re: WAJAC - Analysts

Cpt,

AC approved it; however, we have all erased the email and Cindy Haider needs a copy in the file.
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

From: Braniff, Tim (WSP)
To: Hattell, Curt (WSP)
Cc: Drake, Randy (WSP)
Sent: Mon Dec 22 13:43:22 2008
Subject: FW: WAJAC - Analysts
Acting Assistant Chief Hattell – We are unsure if this got forwarded to AC Ursino last week for approval, and with

1/14/2009

Gerit out today I am hoping you can check or give your approval. Acting Captain Drake needs to get this process moving and we just need the AC's approval forwarded to Jeff Hugdahl and Bob Maki to make it happen. These are grant funded contract analysts who will work at the WAJAC. If you need any more info, just give me or Randy a call.

Thanks, Traci

From: Maki, Bob (WSP)
Sent: Friday, December 19, 2008 8:40 AM
To: Drake, Randy (WSP); Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Randy: The Chief doesn't necessarily need to see the contracts. He just needs to approve the exemption of them from the spending freeze and provide purchase approval..

You can forward this to him and ask that he review/approve and forward to me/Jeff Hugdahl. We'll take it from there.

Thx, Bob

From: Drake, Randy (WSP)
Sent: Thursday, December 18, 2008 6:27 PM
To: Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: RE: WAJAC - Analysts

Jeff and/or Bob,

Captain Braniff is on vacation for the remainder of the year. I have provided answers to the questions as per Cindy Haider's email found below. I do not have a copy of the contracts. Cindy, do you know if AC Ursino has received these contracts?

1. Purpose

The Washington State Fusion Center (WSFC) is in the process of hiring a total of six intelligence analysts (1 Lead Analyst and 5 Intelligence Analysts). The Lead Analyst position has already been approved. These are contractor positions. Background investigations will be required due to the nature and sensitivity of information available to analysts.

2. Fund Source and Amount

Contractors will be paid with funds from the Department of Homeland Security's State Homeland Security Grant. One million dollars has been allotted to fund these positions.

3. Does the purchase....

- Prevent material loss or damage to property, bodily injury, or loss of life?

The project provides a critical component (intelligence analysts) to Washington State's Statewide Integrated Intelligence System Plan (SWIIS). The spirit and intent of the SWIIS is to protect the citizens of Washington State by providing an intelligence capability focused on terrorism prevention.

- Stem from court orders or are required under the law?

No.

- Secure the receipt of federal or other funds as required by a grant?

Federal funds are available to fund the hiring of these contractors. An investment justification submitted to the Department of Homeland Security specifies that these funds will be used to fund intelligence analysts.

- Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?

The WSFC enhancement project is dependent upon the acquisition of intelligence analysts and continuation of the contracting process including background investigations on successful proposers.

4. What will happen if the purchase is not approved?

If not approved, the WSP will not be able to successfully secure the services of the above-described proposers and will not be in compliance with the WSP's own contractor proposal requirements.

Lt. Randy Drake, 88

Washington State Patrol

Washington State Patrol Intelligence Section

Washington State Fusion Center

Work: 206-262-2418

From: Haider, Cindy (WSP)

Sent: Wed 12/17/2008 2:52 PM

To: Braniff, Tim (WSP)

Cc: Drake, Randy (WSP); Hugdahl, Jeff (WSP); Maki, Bob (WSP)

Subject: WAJAC - Analysts

Captain Braniff,

The chosen candidates for the Criminal Intelligence Analysts to be located at WAJAC with the effective dates of January 15, 2009 through September 30, 2012 are the following:

Ms. Kathleen Almquist, Operational Applications Inc.

Ms. Kia Graham, Operational Applications Inc.

Ms. Sara Lacy, Operational Applications Inc.

Mr. John Kristof, Kristof Analysis & Investigation Services

Mr. James Ward, Intelligence Acumen

Due to the recent spending freeze please pass these pending personal services agreements to Assistant Chief Ursino for his approval. If he approves these contracts he needs to forward to either Jeff Hugdahl or Bob Maki for DC Beckley's approval. They will need the following questions answered:

1. Purpose
2. Fund Source and Amount
3. Does the purchase....
 - Prevent material loss or damage to property, bodily injury, or loss of life?
 - Stem from court orders or are required under the law?
 - Secure the receipt of federal or other funds as required by a grant?
 - Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?
4. What will happen if the purchase is not approved?

Once approval through the chain of command has been received the contract can be then be processed and routed for signature as well as the approval may be needed by HRD to complete the background check.

1/14/2009

Please let me know if you have any questions.

Thank-you,

Cindy Haider

WSP Contracts

360-596-4071

cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, January 09, 2009 11:54 AM
To: 'Doug Larm Operational Applications'
Subject: Analysts Contracts
Attachments: Operational090550.doc; task order C090550PSC.doc; Operational090551.doc; task order C090551PSC.doc; Operational090552.doc; task order C090552PSC.doc

Hello Doug,
Yesterday I mailed the envelope containing contracts and task orders for the three analysts. As much as I double checked my "crossing my t's and dotting my i's" I inadvertently put the wrong Start Date.

I have attached the corrected contracts and task orders and would appreciate if you would print out two pages of the first page of each contract and two each of the task orders. The first page of each contract will replace the incorrect page on the contracts you will be receiving.

Please let me know if you have any questions and sorry for any inconvenience
Hope you are doing well in this continuing Washington winter weather.

Take care,
Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090550PSC**
Task Order Number: **1**

Contractor: **Operational Applications Inc.**

Period of Performance for Task Order: January 15, September 30,
Start Date: 2009 End Date: 2009

Description of Service: The Contractor's Employee (Kathleena Almquist) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor's Employee during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$48.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C090550PSC.

Maximum Task Order Amount: \$79,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Doug Larm, (253) 226-9564

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name and Title

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C090550PSC	
		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 Operational Applications Inc.		Contractor Doing Business As (DBA)	
Contractor Address 4227 South Meridian Suite C366 Puyallup WA 98373		Contractor Federal Employer Identification Number 30-0369267	
Contact Name Mr. Doug Larm		Contact Telephone 253-226-9564	
Contact Fax		Contact E-mail Address doug.larm@operationalapplications.com	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date January 15, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$335,000	
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

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

January 8, 2009

Mr. Doug Larm
Operational Applications Inc
4227 South Meridian Suite C366
Puyallup WA 98373

Dear Mr. Larm:

Subject: WSP Agreement No's. C090550PSC, C090551PSC, and C090552PSC
and Task Orders No. 1

Enclosed are two sets each of the referenced agreements and task orders between the Washington State Patrol and your organization. Once an approved representative of your organization has signed these originals, please return all originals to the following:

Ms. Cindy Haider
Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

One fully executed original of each will be returned to you for your records. The Washington State Patrol contract tracking numbers are referenced above; please use these numbers on all correspondence regarding these agreements. If you need further assistance, please contact Ms. Haider at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosures

1/8/09



WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C090550PSC	
		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 Operational Applications Inc.		Contractor Doing Business As (DBA)	
Contractor Address 4227 South Meridian Suite C366 Puyallup WA 98373		Contractor Federal Employer Identification Number 30-0369267	
Contact Name Mr. Doug Larm		Contact Telephone 253-226-9564	
Contact Fax		Contact E-mail Address doug.larm@operationalapplications.com	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date January 1, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$335,000	
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 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.

<u>Contractor Employee</u>	<u>Location of Work</u>
Kathleena Almquist	WAJAC

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 maintain 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 42.17 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.

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

Contractor Employee	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10 – 9/30/11	10/1/11 – 9/30/12
Kathleena Almquist	\$48.00	\$50.00	\$52.00	\$54.00

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>

6. Insurance Requirements.

- a. 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.
- b. 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.

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 judgement 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 produce 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 C090550PSC or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, December 22, 2008 11:26 AM
To: 'Doug Larm Operational Applications'
Subject: WSP RFQQ C090433PSC

Mr. Larm,
Congratulations; the following have been selected as Apparent Successful Proposers for this procurement.

Ms. Sara Lacy
Ms. Kathleen Almquist C090560PSC
Ms. Kia Graham

The Start Date for these contracts will be January 15, 2009. Two original contracts and Task Order No. 1 for each will be mailed out to you for signature within the next two weeks. Please sign all sets and mail all sets back to my attention at the address listed on the cover letter that will be enclosed.

Please let me know if you have any questions.
Thank-you and Merry Christmas!

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Wednesday, December 17, 2008 2:20 PM
To: Haider, Cindy (WSP)
Subject: RE: Analyst

That sounds great. Thanks.

Lieutenant Randy Drake

Washington State Patrol Intelligence Section
Washington State Fusion Center (WSFC)
Cell: 360-239-0359

From: Haider, Cindy (WSP)
Sent: Wed 12/17/2008 2:16 PM
To: Drake, Randy (WSP)
Subject: Analyst

Just to confirm the Start Date for the 5 new Analysts – 1/15/09?

As per my conversation with Sgt Jarmon I will wait for you to contact me on Friday when you are ready for me to send out the final notifications.

Thanks,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, December 22, 2008 11:26 AM
To: 'Doug Larm Operational Applications'
Subject: WSP RFQQ C090433PSC

Mr. Larm,
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Please let me know if you have any questions.
Thank-you and Merry Christmas!

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

RFQQ C090433P5C

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Engine	001-10-0107	602580868	Mr.	Micheal	Dorsey	3300 NE 1 st	Ridgefield	WA	98642	(425) 531-2735	(503)786-3167	[REDACTED]	Mr.	Nicholas	Jones
2	Nighthawk Analytical	[REDACTED]	602117883	Mr.	Harry	Hansen	27306 SE 1 st	Sammamis	WA	98075	(206) 940-0235		nighthawkanalytical@	Mr.	Harry	Hansen
3	Dan K. Melton	[REDACTED]	602559115	Mr.	Dan	Melton	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Mr.	Dan	Melton
4	Michael R. Chamness	[REDACTED]	602111069	Mr.	Michael	Chamness	8280 NE B	Bainbridge	WA	98110	(360) 551-2183		mchamnes@leo.gov	Mr.	Michael	Chamness
5	Chad R. Melton	[REDACTED]	602558289	Mr.	Chad	Melton	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	(206) 661-7851	(206) 262-2014	chd.melton@gmail.com	Mr.	Chad	Melton
6	KSNK Enterprise	20-0674894	602373741	Mr.	Kenneth	Crow	PO Box 77	Issaquah	WA	98027	(425) 837-0229	(425)837-0229	kcrow@ais-seattle.cc	Mr.	Ken	Crow
7	Kristof Analysis & Investiga	500-1-7050	602877420	Mr.	John	Kristof	7326 46th	Seattle	WA	98115	(206) 262-2382	(206) 473-8736	jkristof@leo.gov	Ms.	John	Kristof
8	Intelligence Acumen	[REDACTED]		Mr.	James	Ward	7008 258th	Graham	WA	98338	(253) 232-6378		James.Ward@Junos.com	Mr.	James	Ward
9	Centra Technology Inc.	[REDACTED]	52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt	Burlington	MA	1803	(781) 272-7892	(781) 272-7883	osullivan@centram.com	Ms.	Amy	Kanawi
9c	Centra Technology Inc.	[REDACTED]												Ms.	Olivia	Goodman
9d	Centra Technology Inc.	[REDACTED]												Mr.	Nathan	Miller
9e	Centra Technology Inc.	[REDACTED]												Mr.	Michael	Steinberg
9f	Centra Technology Inc.	[REDACTED]												Mr.	Evan	Waidley
9g	Centra Technology Inc.	[REDACTED]												Ms.	Victoria	Allen
10a	Operational Applications	500-00-0100	602632122	Mr.	Doug	Larm	4227 South	Puyallup	WA	98374	(253) 226-9564		doug.larm@operator	Mr.	Dennis	Gerber
10b	Operational Applications	[REDACTED]												Ms.	Sara	Lacy
10c	Operational Applications	[REDACTED]												Ms.	Kathleen	Almquist
10d	Operational Applications	[REDACTED]												Ms.	Kia	Graham
10e	Operational Applications	[REDACTED]												Ms.	Neoma	Skye
11	The Confluence Group Inc	20-4527781	602589963	Mr.	Luis	Vega	2829 Ruck	Everett	WA	98201	(425) 212-3500	(425)212-3535	lvega@confluenceca.com	Mr.	David	Malinowski
11a	The Confluence Group Inc	[REDACTED]												Mr.	Brinkley	Harrell
11b	The Confluence Group Inc	[REDACTED]												Mr.	Bob	Korter
11c	The Confluence Group Inc	[REDACTED]												Mr.	Francisco	Olivarez
11d	The Confluence Group Inc	[REDACTED]												Mr.	Carlos	Alvarez
11e	The Confluence Group Inc	[REDACTED]												Ms.	Alice	Switzer

LEADS

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Engine	001-10-0107	602580868	Mr.	Micheal	Dorsey	3300 NE 1 st	Ridgefield	WA	98642	(425) 531-2735	(503)786-3167	[REDACTED]	Mr.	Nicholas	Jones
8	Intelligence Acumen	[REDACTED]		Mr.	James	Ward	7008 258th	Graham	WA	98338	(253) 232-6378		[REDACTED]	Mr.	James	Ward
9	Centra Technology Inc.	[REDACTED]	52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt	Burlington	MA	1803	(781) 272-7892	(781) 272-7883	osullivan@centram.com	Ms.	Amy	Kanawi
9a	Centra Technology Inc.	[REDACTED]												Mr.	Steve	Mazel
9b	Centra Technology Inc.	[REDACTED]												Mr.	Scott	Whippo
10	Operational Applications	500-00-0100	602632122	Mr.	Doug	Larm	4227 South	Puyallup	WA	98374	(253) 226-9564		doug.larm@operator	Mr.	Bill	Evans

Responsive	Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts (15)	Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70)	Ref 1	Ref 2	
Yes	\$44.00	\$44.00	\$44.20	\$44.20	\$44.10	13.54	8.00	8.00	8.00	8.00	56.00	45.00	50.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	38.00	40.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	0.00	0.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	6.00	6.00	6.00	6.00	42.00	41.00	47.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	7.00	7.00	7.00	7.00	49.00	47.00	42.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	44.00	44.00	
Yes	\$37.50	\$39.00	\$40.56	\$42.18	\$39.81	15.00	6.00	6.00	7.00	6.33	44.33	44.00	45.00	
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	7.00	7.00	7.00	7.00	49.00	50.00	50.00	
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09								
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09								
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09								
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09								
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09								
Yes		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	5.00	5.00	5.00	5.00	35.00	47.00	47.00
Yes		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	8.00	8.00	7.00	7.67	53.67	50.00	0.00
Yes		\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	6.00	6.00	6.00	6.00	42.00	50.00	46.00
Yes		\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	7.00	7.00	7.00	7.00	49.00	50.00	46.00
No		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	7.00	7.00	8.00	7.33	51.33	0.00	43.00
No														
No														
No														
No														
No														

Responsive	Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts (15)	Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70)	Ref 1	Ref 2
Yes	\$51.00	\$51.00	\$52.00	\$52.00	\$51.50	17.48							
Yes	\$40.50	\$42.12	\$43.80	\$45.56	\$43.00	20.93	6.00	6.00	6.00	6.00	42.00	45.00	50.00
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30	4.00	4.00	4.00	4.00	28.00	50.00	50.00
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30							
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30							
Yes	\$60.00	\$63.00	\$66.00	\$69.00	\$64.50	13.95	8.00	7.00	8.00	7.67	53.67	50.00	50.00

Ref 3	Ref Raw A	Ref (15 pt)	Total Score
47.00	47.33	14.20	83.74
37.00	38.33	11.50	58.44
0.00	0.00	0.00	46.94
49.00	45.67	13.70	67.64
45.00	44.67	13.40	74.34
28.00	38.67	11.60	58.54
47.00	45.33	13.60	69.88
47.00	49.00	14.70	78.70
			11.46
			11.46
			11.46
			11.46
			11.46
			11.46
45.00	46.33	13.90	60.17
44.00	31.33	9.40	74.33
46.00	47.33	14.20	67.91
0.00	32.00	9.60	70.31
42.00	28.33	8.50	71.10
			0.00
			0.00
			0.00
			0.00

Ref 3	Ref Raw A	Ref (15 pt)	Total Score
47.00	47.33	14.20	56.20
47.00	49.00	14.70	42.70
			0.00
			0.00
			0.00
50.00	50.00	15.00	68.67

INTELLIGENCE THREAT ASSESSMENT SUBJECT: Mara Salvatrucha, MS-13

Threat Defined:

The primarily Latino gang MS-13 has recently been reported as expanding its influence throughout the United States; Oregon, Alaska, and California are all listed as areas of operation for MS-13. By geographical analysis alone, this constitutes a threat to Washington State. However, Washington State demographics include an exceptionally large Latino population, heavily concentrated in the Yakima region.

MS-13 members have been known to specifically target Police officers. Officers should be aware that members may not be deterred by the uniform- they may be encouraged to assault or kill. Extreme caution is advised when encountering/confronting a potential member.

Threat Points of Interest:

- MS-13 announces its arrival through violence against rival gang members, including murder, rape, and assault.
- Members are heavily recruited from middle schools and high schools.
- MS-13 members are often tattooed with the gang's symbols.
- MS-13 funds its operations through activities including car theft, armed robberies, drug sales, firearm sales, and home-invasions.

Awareness and Prevention:

- Police should be aware of any dramatic increases in levels of criminal activities as MS-13 announces its arrival via violence.
 - When obtaining witness accounts or video evidence, note any descriptions which include Latinos wearing blue/white jerseys or bandannas. Note any tattoos which reflect the attached symbols of MS-13.
- Informing the population of the high risk will increase awareness and counteract terrorism created by the gang amongst the population.
 - Once MS-13 has established itself in a community, the community is afraid to tell Police about MS-13 activities and members. By alerting the population before they are established, MS-13 may find greater resistance and police awareness as they attempt to bolster membership and fear
- School should be afforded greater concentrated efforts, as MS-13 recruits its members by offering skip parties, drugs, sex, and alcohol.
 - School officials should be informed regarding the increase in gang activity and be on the lookout for students discussing MS-13 activities. Students suddenly found to be truant should be questioned specifically if possible. Members are also often beaten into the gang; as such, students who appear

to have unexplained injuries/bruises should be questioned, or their parents notified.

- MS-13 gang members conduct surveillance of targets and areas with potential for criminal activities.
 - Police officers and the public should be on the lookout for personnel matching the profile discussed above conducting suspicious surveillance activities, i.e. searching/recording the location of security cameras, inquiring as to the presence/frequency of police patrols, etc.

Potential Terrorism Applications:

- MS-13 is associated with trafficking both weapons and drugs across the Mexican border. Washington State shares a border with Canada, and as such is prone to similar illegal cross border activities as MS-13 moves in with the skills and knowledge already acquired from their activities along the Mexican border.
 - As MS-13 bring larger amounts of weapons and drugs into the area, crime and terrorist organizations may take advantage of the gang's activities as a middle man for acquiring weapons for terrorist activities in the Washington State area to prevent detection of their own operations.
 - This is especially possible as gang members become more successful in an area. MS-13 as a gang is currently a small scale terrorist group, instilling fear in the public and showing aggression towards the community just as a terrorist organization does.

Priority Intelligence Requirements:

1.0 Is MS-13 operating in Washington State?

1.1 Are criminal activities reportedly being conducted by individuals matching the profile of an MS-13 gang member?

1.2 Is there an increase in criminal activities in Latino communities?

2.0 Are terrorists utilizing gangs to prepare and conduct terrorist activities in Washington State?

2.1 Do currently suspected terrorist organizations still require weapons/members to conduct operations?

2.2 Are current members of suspected terrorist organizations open to incorporating/involving members outside their typical member profile?

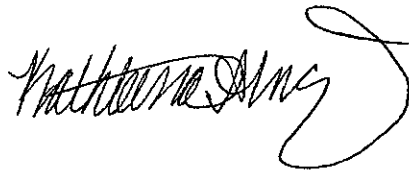
Additional Actions I would take

This notice would have pictures of MS-13 tattoos and typical apparel attached. This notice would be disseminated to all law enforcement agencies in Washington State, including border security organizations.

I would include the sources of the information and information regarding their credibility.

I would create a one page fact sheet on what to look for/ask about when confronted with a potential MS-13 activity/member.

I would send information requests to the border patrol organizations along the Mexican-US border to inquire about MS-13 tactics, techniques and procedures for smuggling weapons/drugs.

A handwritten signature in black ink, appearing to read "Matthew King". The signature is written in a cursive style with a large, sweeping flourish at the end.

REFERENCE CHECK FORM

50

Vendor Name Kathleen Almqvist
Operational Applications

Vendor Number 10

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

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Signature Randy Drake

Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 1 for ~~Jon Clausen~~ Kathleen August

Reference Name Jon Clausen (major)

Point of Contact Name _____

Phone: 913-240-9096

1. What did the proposed Analyst do for your company? Score: 10

Intel Analyst @ Brigade HQ S2 OPS
E-4 NCOIC of Section 2 1/2 years
15 months in Iraq. Collected all forms of
Intel from all sources. Made products (daily)
roll ups.

2. Why did they choose the proposed Analyst? Score: 10

NCO's selected jr enlisted folks.

3. Proposed Analyst performance vs. expectations Score: 10

One of the best I've seen. Surpassed every
expectation I've had

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 10

Fantastic Never missed. Done quickly
and correct

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 10

Outstanding. Upbeat

Most responsible E-4 I've seen. Worked
@ E-6 level. Honor Grad @ Air Assault

11/19 1317 msg left

11/20 11:20 msg left

I'd stack her up against anyone.

REFERENCE CHECK FORM

46

Vendor Name Kathleen Almquist Operational Applications Vendor Number 10
 Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature Randy Drake Date 11-19-08

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Reference Check No. 2 for Kathleena Almqvist

Reference Name Michael Edwards (major)

Point of Contact Name _____

Phone: 202-286-7864

1. What did the proposed Analyst do for your company? Score: 9
S² Section Brigade Fusion Cell
Operations Desk - Intake function
Analysis

2. Why did they choose the proposed Analyst? Score: 10

3. Proposed Analyst performance vs. expectations Score: 9
Far exceeded expectations. Officer
detailed

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 9
Excellent

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 9
Friendly. Good work. Not a
Kiss ass. Dynamic
I'd build a team around her
(9)

11/19 Bad signal - call back in 15-20 mins
1315 hrs.

REFERENCE CHECK FORM

46

Vendor Name Kathleen Almqvist
Operational Applications Vendor Number 10

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature Randy Drake

Date 11-19-08

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- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 3 for Kathleena Almqvist

Reference Name Robert Flores (sgt)

Point of Contact Name _____

Phone: 224-944-9556

1. What did the proposed Analyst do for your company? Score: 10
S² Bat Processing / Researching / Supervising
Intel assets
Sig NET, Production
IS no Iraq

2. Why did they choose the proposed Analyst? Score: 10
I requested her on my shift
Hard working / Initiative

3. Proposed Analyst performance vs. expectations Score: 10
Exceeded all expectations
Higher quality than I looked / Initiative

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 2
Not a problem
Small issue at beginning but it
got corrected

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 8
90% time very professional

Growing pains @ beginning
(9 or 10) She was running shop by the end of tour
Speaking to Sr. officers
Very few Intel analysts I'd pick over her.
11/19 1320 - req call back in an hour

Vendor Name Operational Applications Inc. Vendor Number 10

Team Member Name Kathleen Almqvist

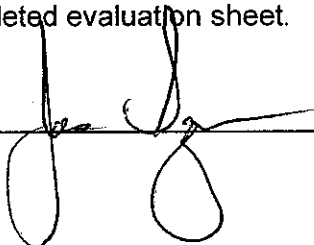
- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name JAMES SERAMA

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature 

Date 11/19/08

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

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0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 6

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

- 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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

Vendor Name Operational Applicati

Vendor Number 10

Team Member Name Kathleen Almqvist

- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name Teal Turner

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature 

Date 11/19/09

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

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1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 6

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

Vendor Name Operational Applications Inc. Vendor Number 10

Team Member Name Kathleen Almqvist

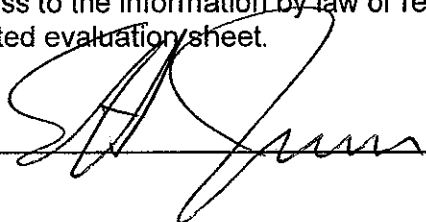
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 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name Scott JARMON

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Signature 

Date 11-18-09

INSTRUCTIONS

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0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

- 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:
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- 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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 6

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

- 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:
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 - 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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

CHECKLIST FOR RESPONSIVENESS

①

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.

②

4 separately-bound copies of the proposal were submitted.

③

Proposal was submitted on or before 4:00pm on November 14, 2008.

④

The Consultant is licensed to do business in the State of Washington.

⑤

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.

⑥

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 Associates' 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.

⑦

For Criminal Intelligence Analyst Services the hourly reimbursement rate for proposed Consultant Team Members does not exceed \$50.00.

⑧

For Criminal Intelligence Analyst – Lead Services the hourly reimbursement rate for proposed Consultant Team Member does not exceed \$60.00.

⑨

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.

⑩

Proposal provided 90 days of acceptance of its terms from the due date of proposals.



Operational
Applications Inc.

It's where we're at

PROPOSAL:

Submitted In Response to State of Washington/Washington State Patrol
Request for Qualifications/Quotations (RFQQ) No. C090433PSC

PROJECT TITLE:

Criminal Intelligence Analyst Services

RECEIVED

NOV 14 2008

**BUDGET & FISCAL
WSP**

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LETTER OF SUBMITTAL

Ms. Cindy Haider, RFQQ Coordinator
Budget and Fiscal Services
PO Box 42602
Olympia, Washington 98504-2602

Operational Applications Incorporated is pleased to submit this proposal in response to the State of Washington/Washington State Patrol Request for Qualifications/Quotations (RFQQ) Number C090433PSC soliciting consultants that can provide criminal intelligence analyst services at the Washington Joint Analytical Center housed in the Seattle Field Office of the Federal Bureau of Investigation.

Operational Applications Incorporated is currently a sole-proprietorship company established in 2006. As an emerging consulting enterprise, Operational Applications focuses on effects-based planning and operations bringing vision, innovation and solutions to contemporary intelligence and analytical challenges. The approach offered under this proposal encompasses a six-member team-based criminal intelligence analyst service involving military intelligence expertise under wartime operations, law enforcement experience, counterintelligence credentials, intelligence operations' planning proficiency and extensive operational training in all-source and single source intelligence disciplines supporting fusion analyses.

Operational Applications Incorporated will administratively support the proposed six-member criminal intelligence analyst team with a project management expert to ensure the contract business processes do not encumber or distract from the daily work performances expected of the intelligence analysts. This single-point-of-contact offers WSP with the maximum flexibility in achieving streamline efficiency in financial reimbursements and contract administration. Further, there is no cost impact to WSP for this administrative project management.

As a team concept, the proposed criminal intelligence analyst-lead service is empowered by Operational Applications Incorporated as the company's Director of Intelligence Operations to gain and maintain continuity of operations with the company's analysts. This approach provides WSP with maximum intelligence production efficiency and knowledge management.

Submitted this day by Doug Larm, Proprietor, Operational Applications Incorporated:

Signature 

Title PRESIDENT
SOLE-PROPRIETOR

Date (DD/MM/YY)

13/11/08

LETTER OF SUBMITTAL

1.1 – Attachment

Name	Mr. Doug Larm, Proprietor Operational Applications Incorporated 4227 South Meridian
Mailing Address	Suite C366 Puyallup, Washington 98373
Physical Address	13405 159 th Street Court East Puyallup, Washington 98374
Telephone Number	(253) 226-9564
E-Mail Address	doug.larm@operationalapplications.com
Federal ID Number or SSN	EIN30-0369267 [REDACTED]
UBI	602632122
Consultant Status	Sole Proprietorship

Operational Applications Incorporated is proud to identify the company employees proposed for work as criminal intelligence analysts:

- | | |
|-------------------|--------------------------------------------|
| Bill Evans | Criminal Intelligence Analyst-Lead Service |
| Dennis Gerber | Criminal Intelligence Analyst |
| Sara Lacy | Criminal Intelligence Analyst |
| Kathleen Almquist | Criminal Intelligence Analyst |
| Kia Graham | Criminal Intelligence Analyst |
| Neoma Skye | Criminal Intelligence Analyst |

Submitted this day by Doug Larm, Proprietor, Operational Applications Incorporated:

Signature 

Title *PRESIDENT*
SOLE-PROPRIETOR

Date (DD/MM/YY)

13/11/08

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we certify that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any contract resulting from this procurement by any federal department or agency. Further, if awarded a contract the Proposer agrees not to enter into any arrangements or other contracts with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

Signature of Proposer



Title *PRESIDENT*
SOLE - PROPRIETOR

Date (DD/MM/YY)

13/11/08

Washington State Patrol RFQQ No.C090433PSC (Exhibit A)

RESPONSE TO QUESTIONNAIRE

3.1 – Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

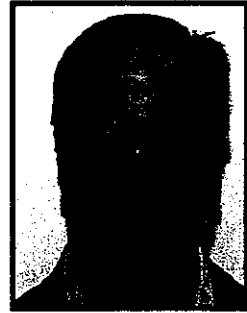
Our team members possess special qualifications, unique personal attributes and measurable knowledge, skills and abilities required to succeed in supporting intelligence efforts by local, regional and federal agencies. Our team-based approach integrates individual skills, training and experiences into a high performing, mature and cohesive work unit focused on common goals: collaborate, cooperate, communicate and achieve. Our team-based approach benefits Washington State by building a stronger workplace community ready to initiate professional criminal intelligence analytical service and support at the start of contract work beginning day one.

All of the Operational Applications intelligence analysts meet, and with most of the requirements, exceed the minimal standards established by the RFQQ. A further enhancement of our team-based approach is our demonstrative work history, training and experience surpassing the Department of Justice Minimum Criminal Intelligence Training Standards Findings and Recommendations dated October 2007. For example, our proposed team cumulatively consists of:

- Direct interrogation experience dealing with suspected terrorists
- Extensive intelligence support to US military combat operations in Iraq and Afghanistan
- Comprehensive knowledge, understanding and experience with federal, state and local law enforcement agencies and with private businesses and public organizations security
- Consistent and proven work history in intelligence analysis, collection management and dissemination, and in using advanced analytical techniques, processes and assessment procedures
- Well-rounded experience with international, national, strategic, operational and tactical level intelligence agencies, organizations and systems
- Over 57 years of direct, relevant work experience in collecting, interpreting, analyzing, and processing raw data and information from multiple sources, disciplines and agencies
- Substantiated expertise in writing, collating, and disseminating intelligence reports, daily briefs and periodic assessments
- Proven background in developing web-based information and knowledge portals
- Credentialed counter-intelligence special agents
- Operational insights and established contacts with other fusion center analysts, security specialists, and officials in other state, local and federal agencies, private industry and public resources
- Full spectrum of experience at adapting and utilizing military intelligence analytical tools and methodology to non-traditional military operations such as combating terrorism and organized crime
- Power users and program experts in Microsoft Office applications, software programming languages, visualization and geographic information programs
- All team members possessing current federal level security clearances based on favorable background checks

3.1.1 – Dennis Gerber

Background: Dennis Gerber is a professional intelligence operations analyst with an extensive law enforcement background encompassing over twenty-four years in Washington State culminating with thirteen years as Renton Police Commander. As a former King County Regional Intelligence Analyst, he merged law enforcement operational insights with ongoing intelligence research, investigations and special projects. He assisted other regional intelligence analysts with research, investigative leads and liaison with outside individuals, organizations and agencies. He established contacts with fusion center analysts, security specialists, and officials in other state, local and federal agencies, private industry and public resources to obtain and exchange information. He analyzed information to determine relevance, significance and applicability to ongoing King County law enforcement operations. He developed additional clarifying information in order to provide precise, specialized or customized information to meet both stated and unrealized analytical needs of the county. He researched, reviewed, interpreted and integrated a variety of finished and unfinished intelligence into a structured, multi-layered analytical product enhancing King County's situational awareness and understanding of contemporary and potential terror acts and emerging organized crime activities against regional jurisdictions, critical infrastructure, services and the county at large.



Dennis Gerber

Summary:

- **Formal education:** Master in Public Administration and MBA; BA in Political Science (application courses in statistical analysis and research)
- **National security work experience:** three years as a King County regional intelligence analyst supporting the Washington Joint Analytical Center
- **Specialized intelligence analysis training:** two years as adjunct instructor for Washington Association of Sheriffs and Police Chiefs basic intelligence course (Role of Intelligence Analyst); completed WASPC basic intelligence course, Foundations of Intelligence Analysis Training and Drug Intelligence Analysis in 2006
- **Microsoft Office software proficiency:** over fifteen years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Dennis Gerber's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	MEETS Requirement. Served three years as an intelligence analyst supporting King County Regional Intelligence Group
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed basic intelligence analyst training sponsored by Washington Association of Sheriff's and Police Chiefs (WASPC); served two years as adjunct instructor for basic WASPC intelligence course (Role of Intelligence Analyst); completed the Foundations of Intelligence Analysis Training sponsored by IALEIA and LEIU, the Drug Intelligence Analysis training through the National Drug Intelligence Center and i2 Analysts Notebook training in 2006; also completed Law Enforcement Intelligence Toolbox training sponsored by the School of Criminal Justice, Michigan State University and the Department of Homeland Security in 2007 and completed Call Analysis Training through Pen-Link in 2008
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Over fifteen years hands-on experience with Microsoft Office products in stand-alone and networked environments; demonstrable proficiency using PowerPoint, Access/Excel and Word for intelligence and criminal investigative presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses a current Department of Justice Top Secret level security clearance

Resume: Dennis Gerber is a dedicated intelligence analyst combining extensive law enforcement background with three years of specialized experience in searching, extracting and analyzing raw data and information for relevance, significance and applicability to King County's regional intelligence work objectives. His background enables him to bridge the intelligence gaps with detectives, sheriffs and other investigative officers throughout statewide law enforcement agencies. He is suited to provide the intelligence analyst team with case management awareness and with coordinating information needs arising from project activities. Over the last three years as an intelligence analyst, he has conducted research using various organizations internal databases and shared resulting data in order to clarify, substantiate or discover investigative leads.

- **Professional Experience**

Intelligence Analyst, King County Sheriff's Office/Criminal Investigations Division, 2005-9/08

Performed as one of three intelligence analysts supporting the Washington Joint Analytical Center's Regional Intelligence Group 6. Responsible for infusing an all crimes approach with emerging analytical processes to determine potential links and connections to terrorism, organized crime and all other criminal acts. Collected information, synthesized relevant data and established situational evidence into potential criminal investigative facts in order to determine trends and provide intelligence feedback.

Investigator, Yarmuth, Wilsdon & Calfo PLLC, 2002-2005

Performed as an Investigator for a Seattle-based attorney's firm. This firm focused on trial and appellate work, dispute resolution, and counsel and advice in both civil and white-collar criminal cases. As an Investigator, worked on illegal satellite piracy for DirecTV, utilizing the Digital Millennium Act. Also worked on the illegal downloading and file sharing of copyrighted music for the Recording Industry Association of America (RIAA) under the Federal Copyright Act.

Police Commander, City of Renton Police Department, Patrol Services Division, 1995-2000

Performed as a Division Commander responsible for all motorcycle officers, accident reconstruction investigators, fatality accident investigations, animal control and parking enforcement. Commanded 21 man multi-agency Special Weapons and Tactics Team (SWAT). Commanded one of four SWAT teams implemented during the 1999 World Trade Organization conference in Seattle. Provided venue security for Heads of State and world diplomats. Provided leadership and direction for law enforcement action under extreme riot like conditions. Implemented and managed Police Services contract for the City of Newcastle. Interim Police Chief for the City of Newcastle overseeing all aspects of the police department. Worked closely with the Newcastle City Manager and council members.

Commander, City of Renton Police Department, Administrative Services Division, 1993-1995

Performed as a Division Commander responsible for coordinating and providing all aspects of training for the police department. Commanded the department's crime prevention program that provided numerous community outreach programs. Commanded the Drug Abuse Resistance Education (DARE) and Gang Resistance Education and Training (GREAT) programs. This required a close working relationship with all educators and school administrators alike. These programs provided drug and gang training to thousands of school children. Supervised all recruitment for the agency and provided all background investigations on new police candidates. Provided research and development on new equipment and technologies. Directed a volunteer staff of over 50 personnel.

Commander, City of Renton Police Department, Patrol Operations Division, 1989-1993

Performed as a Division Commander responsible for First Watch, Second Watch and Third Watch patrol shifts, directing over 60 uniformed officers. Commanded the K-9 Units as well as the Bicycle Patrol Unit. Served as an Administrative Member on the Renton Police Department Review Board. Participated in the oversight and review of all officer-involved shootings, motor vehicle accidents and other problematic officer-involved incidents.

Acting Deputy Chief, City of Renton Police Department, Support Services Bureau, 1992-1993

Performed as Bureau Commander responsible for the Administrative Services Division, Auxiliary Services Division and the Records Division. Support Services Bureau responsibilities included Training, Crime Prevention, D.A.R.E., Recruitment, Records, Jail, Evidence, and Accreditation (Both State & National). Served as an Administrative Member on the Renton Police Department Review Board.

Commander, City of Renton Police Department, Auxiliary Services Division, 1987-1989

Performed as a Division Commander responsible for Jail, Inmate Health and Welfare, Weapons Permits, Fingerprints and Evidence. Commanded a jail that provided over 30 outside agency contracts for jail services. This included federal, state, tribal and local agencies. Responsible for providing and processing all weapon permit requests as well as providing background investigations on weapon permit applicants. Provided fingerprint processing on all bookings and arrests as well as all school teachers within the district as required by law and all other license applicants such as masseuses. Responsible for the evidence collection and processing of all crime scenes.

- **Education**

Master of Public Administration/MPA, City University, Seattle, WA, 1982

Master of Business Administration/MBA, City University, Seattle, WA, 1982

Bachelor of Arts – Political Science, University of Puget Sound, Tacoma, WA, 1979

- **Job-Related Training**

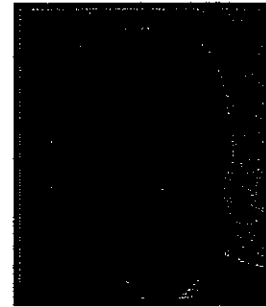
Washington State Criminal Justice Training Commission, Executive Level Certificate, Seattle, WA, 1995

NW Law Enforcement, Executive Command College, Port Ludlow, WA, 1995

Federal Bureau of Investigation National Academy, Quantico, VA, 1994

3.1.2 – Sara Lacy

Background: Sara Lacy is a West Point graduate and a professional intelligence analyst with over ten years of military intelligence experience encompassing human intelligence, counter-intelligence and technical aviation operations in support of Army intelligence programs in Iraq, Korea, Germany and stateside assignments. She has performed as a senior intelligence analyst with responsibility for cross-functional intelligence cycle processes including synchronizing requirements, analyzing raw data and disseminating timely information in a clear and understandable format. As a senior intelligence officer supporting Army operations in Iraq, she has tracked Iraqi ground forces, analyzed the placement of units, and provided substantive input to the senior military collection manager for synchronizing tactical reconnaissance operations and national intelligence assets in northern Iraq. This support, called Operation Northern Watch, enforced the no-fly zone after the first Gulf War in 1991. She was responsible for identifying, confirming and informing US Air Force and Allied pilots on potential surface-to-air missile or anti-air attack sites. She developed a fusion process merging Top Secret human intelligence reports with databases of other intelligence agencies mindful of emerging information security protection requirements unfolding through her innovative use of classified, highly controlled information. She quickly developed a professional rapport with foreign military liaisons and was so successful in developing intelligence briefs for Turkey's General Staff Officers she was selected by-name to repeat her short-tour assignment. As a result, the US and Allied military forces were able to identify and quickly target hostile military positions in northern Iraq thereby saving the lives of many transiting pilots.



Sara Lacy

Summary:

- **Formal education:** BS in Spanish/German with minor in environmental engineering; slated to complete BS in Information Technology/Visual Communication spring 2009
- **National security work experience:** over ten years in US Army intelligence
- **Specialized intelligence analysis training:** graduate of US Army military intelligence officer basic course; selected to perform as an observer/controller in US Army Europe training center responsible for coaching, teaching and mentoring junior and senior intelligence officers in all aspects of intelligence operations
- **Microsoft Office software proficiency:** over ten years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications--considered expert/power-user; proficient in MS Visio and Project; skilled in HTML and Javascript; and able to program in Java and C+

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Sara Lacy's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over ten years progressive military intelligence service with two years analytical support to Operation Northern Watch and military combat service in Iraq from Jan – Dec 2004
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed US Army military intelligence basic officers course; adjunct observer/controller in Army Europe training center responsible for coaching, teaching and mentoring junior and senior intelligence officers in all aspects of intelligence operations
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Expert/power-user with ten years hands-on experience with Microsoft Office products in stand-alone and networked environments; demonstrable expertise using PowerPoint, Access/Excel and Word for intelligence presentations, studies, analyses, and briefings; and proficient in MS Visio, Project, skilled in HTML and Javascript and able to program in Java and C+
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Sara Lacy is an innovative thinker and a professional intelligence analyst with over ten years experience including wartime intelligence operations. She has performed as a national level intelligence analyst responsible for producing country studies and other strategic intelligence reports, as an operational level intelligence analyst responsible for finding, identifying and locating hostile military air attack sites in northern Iraq, and as a tactical level intelligence analyst in Korea responsible for analyzing problematic indications and warning associated with ongoing US Forces peacekeeping operations on the Korean peninsula. Her background supports critical work requirements for assessing information needs, identifying analysis techniques, identifying risks, evaluating alternative solutions, identifying information gaps and establishing work priorities. Her wartime service contributes significant intelligence experience in writing, collating and disseminating analytical reports, daily briefs and periodic assessments.

- **Professional Experience**

Company Commander [Captain (CPT), Military Intelligence (MI)], 345th MI Battalion, Military Intelligence Reserve Command, Jasper, AL, 2/07-3/08

Commanded the Theater Ground Intelligence Center (TGIC) support company. Responsible for providing two combat-ready multi-discipline intelligence fusion teams which supported wartime operations in Afghanistan and Iraq. The TGIC fusion teams are responsible for maintaining situational awareness and situational understanding on emerging conditions existing within assigned countries of studies in our region. We developed and maintained intelligence preparation of the battlefield products, analytical assessments, and developed indications and warning. Further, a major fusion team responsibility was to find and screen data potentially indicating the presence or activities of terrorist groups that may have been operating in our assigned region.

Intelligence Staff Officer [CPT/MI], 345th MI Battalion, Military Intelligence Reserve Command, Fort Gordon, GA, 7/06-2/07

As the Intelligence Officer, responsible for ensuring personnel security and physical security of classified documents within the battalion's area of responsibility. As part of ensuring personnel security my team conducted preliminary investigations for personnel requesting security clearances, as well as starting the process for periodic reviews for personnel already in possession of a valid security clearance. My team provided oversight for the maintenance of two different locations secured for use with processing, transmitting and storing Secret classified information. I conducted regular inspections to ensure that the storage facilities conformed to published regulations and reported monthly on the status of all classified documents and systems in these two facilities. Provided oversight for two subordinate units that maintained Secret classified document storage safes outside of these facilities and ensured that their procedures and storage equipment also conformed to published regulations.

Intelligence Staff Officer [CPT/MI], 504th MI Brigade, Fort Hood, TX, 1/03-4/05

As an Intelligence Officer, served in Iraq from January to December 2004. Responsible for daily reporting of personnel accountability for more than 2000 Soldiers and civilians stationed in numerous cities, operating bases and enclaves positioned throughout Iraq. Coordinated the Rest and Relaxation (R&R) program for the entire Brigade, ensuring that no unit fell below 90% strength. Responsible for all casualty reporting within the Brigade. This report included all Soldiers listed as Wounded In Action (WIA), Killed in Action (KIA) and Missing in Action (MIA). My team tracked the movement of Soldiers and/or remains until final destination in the US.

Intelligence Staff Officer [CPT/MI], 4th Brigade, 1st Infantry Division, Ansbach, Germany 9/01-12/02

Two days before 9/11, I assumed staff duties as the senior intelligence officer in the brigade with responsibility for keeping the commanders and senior officers informed on emerging events, indications and warning and potential applications to our mission readiness. As the senior brigade intelligence officer, performed as the commander's representative during the Force Protection Working Group meetings. These meetings, developed in the days following 9/11, focused on force protection measures for three US military installations located in Germany. These installations housed US military forces and family members as well as serving as the garrison command locations for divisional units. Responsible for establishing the force protection plans for these installations, for determining physical security guard rotations and for standardizing operating procedures for guard forces at five different locations in the German community. Additionally responsible for coaching, teaching and mentoring other intelligence officers in the intelligence process and cycle with special emphasis on intelligence production and dissemination focused on Army aviation operations during assignment as an observer/controller at the largest combat maneuver training center in Germany.

Intelligence Staff Officer [CPT/MI], Iraqi Ground Forces Order of Battle Section, Operation Northern Watch 3/01-7/01 and 4/02-5/02

Responsible for tracking Iraqi Ground Forces, analyzing the placement and movement of units, providing input to the collection manager to facilitate the use of Tactical Reconnaissance and National assets in Northern Iraq. Conducted weekly meetings with the senior intelligence officer responsible for collection management as well as providing a "focus" meeting before each mission in order to emphasize special interest ground targets. These meetings were important

because national intelligence assets would exploit these targets. Provided detailed information about the disposition, strength and location of Iraqi ground forces. Responsible for supporting a section of political and military analysts coordinating with foreign military embassies in Turkey in order to maintain situational awareness of any political situation that might adversely, or positively, impact Allied aviation missions over Northern Iraq. Conducted daily mission briefs for the senior commanders and staff as well as detailed intelligence briefings for the pilots. Exploited multiple national agency databases and monitored different classified message traffic to synthesize current, real-time information on national imagery products. These products were extremely useful in conjunction with various intelligence reports and data feeds to help visualize the ground order of battle situation for the other staff members.

Platoon Leader [Lieutenant/MI], B Company, 102nd Military Intelligence Battalion, 2nd Infantry Division, Camp Essayons, Republic of Korea, 1/99-1/00

Platoon leader or officer-in-charge of a 10 Soldier team of intelligence analysts known as an Analysis and Control Team (ACT). The ACT mission is to provide immediate, timely analysis of battlefield events and information to a senior commander. Assisted in the development of Army intelligence doctrine for the forming, fielding and deploying of an ACT. Responsible for developing training framework for the ACT that transformed into a multi-discipline extension of an Army ground command unit in order to conduct missions in peacetime, conflict and war against threats ranging from regional powers, warring factions, and guerilla teams. As a platoon leader for one of the first Army ACT teams, I was responsible for creating a training structure for the team to later include unmanned aerial vehicle imagery specialists.

- **Education**

University of Phoenix, BS Information Technology/Visual Communication, spring 2009; Fort Lewis, WA

United States Military Academy at West Point, BS Spanish/German with minor in environmental engineering; West Point, NY, 1998

- **Job-Related Training**

Military Intelligence Officer Basic Course, Fort Huachuca, AZ, 1998

3.1.3 – Kia Graham

Background: Kia Graham is a professional intelligence analyst with over five years of military intelligence experience encompassing regional fusion analyses including support to wartime operations in Iraq as well as direct analytical support to over 100 strategic interrogations of high-value human intelligence targets as a senior intelligence analyst with Joint Task Force Guantanamo Bay-Cuba. She has progressive experience in intelligence positions ranging from a supervisor of human intelligence collection operations to lead intelligence analyst in a fusion analysis section. She assisted in the creation and facilitation of an Intelligence Information Upload Project with US Southern Command. This effort proved critical to the management and archive storage of all information related to detainees at Guantanamo Bay-Cuba. She possesses comprehensive knowledge of Defense Department and Intelligence Community organizations, missions and functions. Her experience has proven invaluable in providing her with context in understanding and working with the inter-relationship maze associated with national and Defense Department intelligence agencies.



Kia Graham

Summary:

- **Formal education:** slated to complete BA in Intelligence Studies with a focus on Terrorism in summer 2009; currently maintaining 4.0 GPA
- **National security work experience:** over five years in intelligence with positions in tactical and national level organizations including as an intelligence analyst supporting US Special Operations in Iraq in 2004-2005; experience as lead intelligence liaison with federal law enforcement agencies, major military commands, international committees, and other government agencies
- **Specialized intelligence analysis training:** graduate of US Army Counter-Intelligence Special Agent course and Joint Interrogation certification course; completed US Army Intelligence Support in Counter-Terrorism course and US Army basic intelligence analyst course
- **Microsoft Office software proficiency:** over five years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Kia Graham's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over five years progressive military intelligence service in positions of tactical and national strategic organizations including as an intelligence analyst in Iraq and as a strategic analyst of all-source and finished intelligence products addressing transnational, international terrorism and terror-related activities in support of Joint Task Force Intelligence and Interrogation Operations
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed US Army Counter-Intelligence Special Agent Course, Intelligence Support in Counter-Terrorism Course and US Army basic intelligence analyst course; completed joint intelligence training on asymmetric warfare intelligence analysis course
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Considered product Power-user; over five years hands-on experience with Microsoft Office products in stand-alone and networked environments; demonstrable proficiency using PowerPoint, Access/Excel and Word for intelligence and criminal investigative presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Kia Graham is a US Army Reserve Counter-Intelligence Special Agent with over five years of progressive wartime intelligence operations experience. She has supported over 100 strategic interrogations of high-value human intelligence targets as a senior intelligence analyst with Joint Task Force Guantanamo Bay-Cuba. She has created and disseminated over 100 in-depth all-source analytical products to law enforcement, intelligence agencies and foreign governments in her wartime support role. Her professional experience and innovative mind enabled her to exceed the required analytical production rate three-fold. She has liaised on a daily basis with the US military criminal investigative task force, combatant commands, Federal Bureau of Investigation and other governmental agencies as well as with Defense Department and Justice Department. One of her most significant wartime service contributions included the development of over thirty terrorist targeting packets in support of collection operations and direct action missions which resulted in the apprehension of al-Qaeda operatives, foreign fighters, and members of the former Saddam regime.

- **Professional Experience**

Lead Intelligence Analyst, Fusion Analysis Section, Joint Task Force-Guantanamo Bay, Cuba, 10/06 – 02/08

Consistently provided timely and accurate analysis of all-source information and finished intelligence products addressing transnational, international terrorism and terrorism-related activities to support Joint Task Force intelligence and interrogation operations. Created and disseminated over 100 fused in-depth all-source intelligence analysis products to law enforcement, intelligence agencies and foreign government services. Maintained situational awareness and understanding of emerging events described in message traffic and intelligence products. Liaised on a regular basis with criminal investigative task force, combatant commands, Federal Bureau of Investigation, other governmental agencies and a myriad of other Defense Department and Justice Department organizations.

Intelligence Analyst, Fusion Analysis Section/Gulf States Regional Team, Joint Task Force-Guantanamo Bay, Cuba, 01/06 – 10/06

Provided relevant, accurate and timely analytical support to ten human intelligence collection teams assigned to the Gulf States region. Attended weekly coordination meetings and was a contributing analyst to collection strategy sessions. Provided analytical comments on over 30 in-production intelligence information reports. Created intelligence summaries for over 80 intelligence information reports created by the Gulf States team. She reviewed and updated over 100 detainee analytical support packages. Liaised with respective regional commands; maintained collaborative processes with other fusion analysis sections.

Human Intelligence Collection Operations Supervisor/Intelligence Analyst, Interrogation Control Element North Africa/Europe Regional Team, Joint Task Force-Guantanamo Bay, Cuba, 07/04 – 11/05

She was responsible for intelligence requirements management. Provided analytical input for over 50 interrogation control plans. Performed liaison and coordination planning with federal law enforcement agencies, major military commands, international committees and other governmental agencies. She developed all-source analytical products in support of North Africa/Europe Regional Team's collection efforts. Assisted in the creation of and facilitation for an Intelligence Information Upload Project. This project managed and archived relevant detainee intelligence information. Selected to teach this project to senior officers. Served as a senior military analyst for a visiting foreign delegation from an African Union member state. Provided assessments, analyses and informational updates on selected high-value detainees.

Intelligence Operations Supervisor/Intelligence Analyst, Joint Special Operations Command Task Force 6-26, Iraq, 11/04 – 05/05

She performed specialized duties as a counter-terrorism analyst and as the Intelligence Operations Manager for a Joint Special Operations team. Provided analytical support to answer time-sensitive and critical priority information requirements. Developed over 30 terrorist targeting packets in support of collection operations and direct action missions. This support resulted in the apprehension of al-Qaeda operatives, foreign fighters and members of the former Saddam regime. Generated over 2,000 intelligence-based assessments in support of tactical planning. Developed and maintained an all-source intelligence database in support of future targeting operations. Performed collection management functions to include handling requests for information, disseminating intelligence to internal and external agencies and generating analytical evaluations. Lead liaison officer with federal law enforcement agencies and military magistrates. Established document exploitation priorities and supervised accountability of all captured enemy media, equipment and currency. Managed all movement of detainees and associated case evidence. Daily briefed the command and staff on all operational and intelligence collection operations.

- **Education**

American Military University, BA in Intelligence Studies with a focus on Terrorism in summer 2009; Fort Lewis, WA

- ***Job-Related Training***

Joint Interrogation Certification Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Oct 2008

US Army Counter-Intelligence Special Agent Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Jul 2008

Intelligence Support in Counter-Terrorism Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Jun 2004

Intelligence Analyst Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Sep 2003

3.1.4 – Kathleena Almquist

Background: Kathleena Almquist is an intelligence analyst with over four years of US Army military intelligence experience and training; with fifteen months operational experience in support of Operation Iraqi Freedom as a member of Third Stryker Brigade Second Infantry Division's brigade level intelligence team based out of Fort Lewis, Washington. She will graduate with high honors and receive an Associate in Arts and Sciences degree next month, with concentrations in writing intensive and multicultural investigative courses. She has received military training from the Department of Defense in intelligence analysis and mobile warning analysis. She has completed programs in security management and is a graduate of the US Army Counter-Intelligence course.



Kathleena Almquist

Summary:

- **Formal education:** AAS – Dec 2008 (elements of Asian Language and Culture, intensive writing, and mathematical reasoning)
- **National security work experience:** over four years in US Army Intelligence
- **Specialized intelligence analysis training:** completed intelligence training such as the Mobile Warning Analysis Course from the Joint Military Intelligence Training Center and US Army Counter-Intelligence course
- **Microsoft Office software proficiency:** over four years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Kathleena Almquist's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over four years progressive military intelligence service including over 2 years active analytical support for 3-2 Stryker Brigade in garrison, military combat service in Mosul, Baghdad, and Baqubah Iraq from Jun 2006 – Sep 2007, and current reserve service since Feb 2008
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed US Army military intelligence advanced individual training course; intelligence training in Mobile Warning Analysis-indicators and warning analysis; and US Army Counter-Intelligence course
Proficient in the use of Microsoft Office Suite applications	MEETS Requirement. Over four years of daily PowerPoint, Access/Excel and Word use for intelligence presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Kathleena Almquist is a US Army Reserve Military Intelligence Sergeant with over 4 years of military intelligence service. Her experience includes all-source intelligence analysis at the tactical level while interacting and sharing information with adjacent commands and specialized organizations. She is confident, resourceful, and intelligent, and exceeds expectations and requirements when accomplishing tasks. As a professional intelligence analyst, she is capable of making timely decisions with minimal supervision. Additionally, she communicates complex ideas in an understandable, efficient, and professional manner. She has demonstrated the ability to create, integrate, and improve intelligence products and procedures. Her technical expertise covers a range of intelligence functions including human intelligence, signals intelligence, and imagery intelligence. She uses her exceptional analytical abilities, coupled with excellent written and oral communications skills, to translate information into a synthesized intelligence product.

- **Professional Experience**

Intelligence Sergeant [Sergeant (SGT), Military Intelligence (MI)], 301st Maneuver Enhancement Brigade (US Army Reserve), Fort Lewis, WA, 2/08 – Present

Incorporating lessons learned and knowledge acquired from real world analysis experience into reserve intelligence analysis training and operations. Coordinating related intelligence training. Oversees the implementation and improvement of information, operations, communications, and personnel security procedures for the brigade. Improved security readiness immensely, with a vast change in security awareness and a higher level of respect for security regulations and requirements. Created and implemented Standard Operation Procedures for derogatory information reporting and clearance processing and tracking.

Intelligence Sergeant [Specialist (SPC)/MI], 3-2 Stryker Brigade Combat Team, Mosul, Baghdad, and Baqubah, Iraq, 06/06 – 09/07

Evaluated all-source intelligence in support of counter-insurgency operations for 15 months in Mosul, Baghdad, and Baqubah, Iraq, as the Intelligence Operations Noncommissioned Officer in the Brigade Tactical Operations Center, contributing to exemplary mission planning and execution. Analyzed and disseminated human, signal, and imagery intelligence of immediate value to eight separate battalions with over four thousand soldiers, resulting in the neutralization of numerous explosive devices and the capture of several hundred terrorist and insurgent high value targets. Continually coordinated the production of intelligence products, and the analysis and dissemination of current operational intelligence. Prepared and conducted thousands of intelligence updates to both the Brigade Deputy Commanding Officer and the Commanding Officer, providing the necessary extensive, accurate situational awareness needed to make decisions regarding current and future operations. Designed a daily intelligence product fusing national, local, and special agency human intelligence reporting in a summarized and graphical format thereby improving the platform for answering the Brigade Commanding Officer's priority intelligence requirements. Adapted all daily intelligence operations and products to succeed in 3 separate and distinct operational environments, contributing to the security of 3 large cities in Iraq, including Baghdad, with a population of 6.5 million. Assumed the role of S2 Battle Captain while training and preparing incoming S2 Battle Captains and Noncommissioned Officers during the Relief in Place and Transfer of Authority in both Mosul and Baghdad, Iraq.

Intelligence Analyst [SPC/MI], 3-2 Stryker Brigade Combat Team – Fort Lewis, WA, 12/04 – 06/06, 09/07 – 02/08

Assisted both the Brigade Security Manager and Brigade Special Security Officer in fields as varied as Physical Security, Information Security, Operational Security and Personnel Security. Coordinated training for 8 battalion intelligence teams, resulting in an efficient, knowledgeable, and compliant organization. Trained 5 soldiers to continue security operations following the transition of all experienced intelligence analysts from the S2, ensuring the continuous security standards within the 3rd Stryker Brigade, 2nd Infantry Division. Established a system for tracking security issues, including derogatory information handling, requests for Personnel Security Investigations, and mandatory security awareness training for the Brigade.

- **Education**

Tacoma Community College, Tacoma, WA, Associate's Degree - 12/2008, Major: Four-Year Transfer

Troy University, Troy, AL, 9 hours – 10/2007, Major: Political Science

- **Job-Related Training**

Mobile Warning Analysis Course, Joint Military Intelligence Training Center, Fort Lewis, WA, 2005

Intelligence Analyst Course, US Army Intelligence Center & School, Fort Huachuca, AZ, 2004

3.1.5 – Neoma Skye

Background: Neoma Skye is a senior intelligence professional with over fifteen years of progressive and diversified intelligence, counter-intelligence, force protection and law enforcement liaison experience. She has demonstrated expert proficiency in database research, query creation and interpretation, and in organizing link and timeline analyses in order to substantiate analytical conclusions. She has extensive experience in creating and briefing over 200 force protection and situational and threat assessment reports for deploying military personnel. Her detailed integration for analytical mapping of terrorism events was acknowledged as an innovative training method and was adopted into the required intelligence briefing procedures. She has served as a senior Intelligence analyst for the Joint Task Force-Homeland Defense where she provided counter-terrorism expertise in developing scenario inputs for multi-agency exercises. She has led a small training team focused on anti-terrorism and force protection tactics, techniques and procedures and was responsible for teaching intelligence analysis methods, report writing skills and presentation techniques. She has revised operating procedures, policies and plans; created new office forms and tracking spreadsheets; enhanced document archiving techniques to an online collaboration library and managed access for users of shared server files.



Neoma Skye

Summary:

- **Formal education:** BS in Business Management (application courses in statistical analysis and research)
- **National security work experience:** over 15 years in military intelligence
- **Specialized intelligence analysis training:** US Army credentialed Counter-Intelligence Special Agent; completed advanced intelligence training such as Intelligence in Combating Terrorism, Criminal Intelligence Analysis, Anti-Terrorism, Signals Intelligence, and numerous Analysis Software Programs
- **Microsoft Office software proficiency:** over fifteen years daily proficiency in substance, organization, style and correctness in all forms of written and graphic communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Neoma Skye's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over 15 years progressive military and Defense Department intelligence experience including three years as a defense contractor intelligence instructor and counter-terrorism/force protection consultant
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Specialized US Army training in security, terrorism, counter-terrorism and force protection; credentialed Counter-Intelligence Special Agent
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Considered product Power-user with over 15 years of daily PowerPoint, Access/Excel and Word use for intelligence presentations, studies, analyses, and briefings in stand-alone and networked environments
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Neoma Skye is a US Army Reserve Military Intelligence Sergeant with over 15 years of military intelligence service including three years of defense contracting intelligence support. She is a credentialed US Army Counter-Intelligence Special Agent. Her analytical experience includes situation-specific, non-traditional terrorism and asymmetrical threats. She served as a team leader for the US Army Pacific's Homeland Defense/Force Protection analysis team responsible for fusing and interpreting intelligence, analysis and reports from numerous military, civilian and government sectors. Additionally, as the team leader, she was responsible for developing innovative methods for obtaining information. Her fused intelligence summary was produced using standard military and agency analytical collaboration techniques along with non-traditional intelligence information providers such as private security companies supporting local retail and critical infrastructure. She researched, authored and disseminated daily analytical reports summarizing potential terrorism related incidents and possible impacts on military operations. In addition to situation-specific analyses, she produced general capability threat assessments. She assisted senior military officers in writing intelligence outlook reports for specific countries or political regions. These in-depth country reports included biographies, conventional military threats, terror-related threats and socio-economic conditions. She was responsible for creating and maintaining a tracking database of terrorism and counter-terrorism incidents. This spreadsheet was used by the US Army for long-term threat analysis and was incorporated in the intelligence portion of the senior commander's annual force protection and risk assessment report.

- **Professional Experience**

Senior Counter-Intelligence Agent, 373rd Military Intelligence Battalion (US Army Reserve), Tumwater, WA, 1/08 – Present

Serves as Counterintelligence team leader in a Reserve Component Military Intelligence Company. She is responsible for individual and team-based multi-discipline intelligence collection and counterintelligence support for operational and tactical military operations. She is responsible for mission execution, training, personnel and logistics readiness of her team and other subordinates ensuring they are prepared for world-wide deployments in support of the nation's effort to fight terrorism. She also assists with coordination of mission-related training for intelligence personnel to increase their understanding of intelligence operations, processes and systems. Due to her analytical background and instruction skills, her peers and senior leaders often acknowledge her as a subject matter expert within the company on counterintelligence analysis and systems training.

Senior Counter-Intelligence Agent, 500th Military Intelligence Brigade, Schofield Barracks, HI 05/05-05/06

Developed 2-hour in-depth security briefing (to include topics on subversion and espionage, operational security and terrorism awareness) for yearly training requirement. Presented briefing over 20 times to over 1800 soldiers and civilians within six months. Assisted in personal security background investigations, national security crime investigations, vulnerability assessments, and other authorized counter-intelligence operations. Reviewed and edited counterintelligence reports for accuracy, content and validity. Developed course curriculum and conducted beginning and advanced counter-intelligence investigation and counter-terrorism analysis training for Army Reserve soldiers. Served as Counterintelligence Special Projects NCO and assisted senior executives with personnel management analysis, reports reviews and liaison with subordinate counterintelligence offices. Designed, coordinated, and executed two separate soldier knowledge and skills competitions for Hawaii and the Pacific Region; winners advanced

to national region competition. Organized a filing and documentation system in the training section in order to increase processing and tracking of training requests and completions for 500 soldiers in subordinate units. Requested by Special Security Office to tailor existing MS Access database to meet changing needs of security section and allow for tracking of security clearance information and training records for over 800 soldiers and civilians in the unit. As the Brigade counter-intelligence and training representative, attended planning conference for Joint US, Australia, United Kingdom, and Canada counter-intelligence/human intelligence exercise.

Training Developer / Intelligence Instructor (Corporate), The Sytex Group, Incorporated,
Camp H.M. Smith, HI, 12/04-04/05

Conducted training development analysis through panels and surveys to ascertain end-user needs, increase usability and determine relevance of training materials and testing criteria. Developed and revised job qualification requirement handbooks, training modules and exams for nine Pacific Command intelligence watch officer positions. Redesigned training website homepage to include designing webpage materials, links and graphics.

Counter-Terrorism and Force Protection Analyst (Corporate), Science Applications
International Corporation, 205th MI BN Analysis & Control Element, Ft. Shafter, HI, 10/03-11/04

Led and instructed a five-person Anti-terrorism / Force Protection team; prepared and instructed soldiers in beginning and advanced counterintelligence methods, use of technology systems, analytical tools and methods, and presentation / reporting skills. Performed the collection, analysis, processing and dissemination of information derived from multiple resources to answer intelligence requirements specifically focused on the homeland defense, force protection, and asymmetric threats posed by foreign intelligence services, unconventional warfare forces, terrorist organizations and other extremist groups. Performed research and analysis on terrorist groups in the US Pacific Command's Area of Responsibility (USPACOM AOR) for Intelligence Preparation of the Battlefield purposes to support US Army Pacific's (USARPAC) operational planning directives. Compiled and presented over 200 country intelligence and situational awareness and force protection briefings, project status briefings, special situational reports and threat assessment decision briefs for deploying USARPAC personnel and senior staff. Researched, compiled and updated weekly force protection, threat and incident reports for 33 countries in support of USARPAC deployed forces within the USPACOM AOR. Served as counterintelligence watch officer at the USARPAC Crisis Action Center; provided weekly incident threat briefings and force protection reports to combined directorate watch office personnel. Collaborated with general intelligence analysts to developed country update briefings, assess recent events or political changes in relation to terrorism threats. Gathered intelligence and developed country-specific reports and briefings of terrorist threats in the USPACOM AOR to support Anti-terrorism / Force Protection and counter-terrorism operations. Completed 160 hours of USPACOM AOR-specific intelligence operations and analysis training courses.

Counter-Intelligence Agent, US Army Pacific (USARPAC), Intelligence Directorate, Fort
Shafter, HI, 9/01-10/03

Developed and maintained USARPAC Counter-intelligence/Counter-terrorism incident database and conducted comparative statistical analysis and research to facilitate threat reporting and force protection assessments. Wrote counterterrorism input scenarios for multi-agency exercises and provided intelligence support to USARPAC and PACOM exercises. Performed

as the USARPAC liaison to the FBI's Joint Terrorism Task Force-Pacific (JTTF-P); facilitated the smooth transfer of intelligence and community threat awareness reporting responsibilities from the Joint Rear Area Coordination-Hawaii to the JTTF-P. Established working relationships with over 20 JTTF-P member agencies including Honolulu Police Department, State Civil Defense, US Attorney's Office / Anti-terrorism Task Force, Department of Public Safety, US Secret Service, Bureau of Immigration and Customs Enforcement (BICE), TSA, FBI and Defense Department's sister intelligence agencies. Assisted Defense Department analysis team at JTTF-P in daily counter-intelligence and counter-terrorism analysis and reporting. Ensured maximum intelligence sharing between Defense Department, state, local and foreign agencies by creating and updating web-based open-source intelligence products; maintained website dissemination lists and new member enrollments to maximize dissemination. Served as the HUMINT operations cell officer for one of the region's largest military exercises, coordinating three HUMINT team's collection operations, creating intelligence reports and submitting requests for information to support exercise-related intelligence analysis and production. Completed a 40 hour Collection Management overview training course, integrating knowledge into daily intelligence gathering abilities and production-tasking requests.

Senior Counter-Intelligence Agent, 368th Military Intelligence Battalion (US Army Reserve), Fort Shafter, HI, 10/95-10/01

Served as a senior team leader for assigned counter-intelligence personnel. Conducted initial and refresher training on counter-intelligence operations, report writing and analysis for subordinates and peers. Selected as primary briefer for all security-related briefings to outside units and senior personnel. Attended both Basic and Advanced level Non-Commissioned Officers Courses for military intelligence disciplines. Completed Basic course as Honor Graduate and Advanced course with cumulative score of 95%. Acknowledged by instructors in both courses for superior research ability, analytical approach to problems and small group leadership skills. Completed counter-intelligence special agent course that taught the basic skills, concepts, principles and techniques required to perform tactical and strategic counter-intelligence investigations and operations. As Honor Graduate exceeded course standards by graduating in the top 10% of the class and was certified by the Department of the Army as a credentialed Counter-Intelligence Special Agent.

Electronic Warfare & Signals Intelligence Analyst / Cambodian Linguist, US Army, 733rd Military Intelligence Battalion, Schofield Barracks, HI, 9/92-12/94

Excelled as Mission Manger and linguistic expert during a highly volatile Southeast Asian political situation of global interest. Continually recalled outside normal working hours to guide mission efforts and translate messages. Kept US policy makers informed, allowing them to make intelligent and timely decisions regarding US foreign policy to Southeast Asia. Performed as a signals intelligence analyst for Southeast Asia Air Operations section, writing over 100 national-level and critically sensitive reports. Served on a special intelligence project committee composed of national level experts. Provided valuable advice and linguistic expertise, ensuring a successful conclusion to the project. Honored as the first junior enlisted soldier to certify as an intelligence analyst in newly created joint-service analysis branch and further trained three senior non-commissioned officers to assume analyst positions. Performed research and analysis with continual adherence to US Army and Joint intelligence time-sensitive reporting requirements, regulations and handbooks. Trained and mentored both Army and Air Force personnel on the use of joint service computer programs, intelligence analysis and reporting requirements.

- **Education**

University of Phoenix, Maui, HI, Bachelor's Degree - 3/01, Major: Business Management

Advanced Non-Commissioned Officers Course, US Army Intelligence School, Fort Huachuca, AZ, 2001

- **Job-Related Training**

The Starlight Operator's Course (Information Visualization System), 40 Hrs, Battelle Corporation, Fort Shafter, HI, 2004

ArcGIS (Geographic Mapping) Software Certified User Course, 40 Hrs, Battelle Corporation, Fort Shafter, HI, 2004

National Intelligence Familiarization Conference, 40 hrs, Intelligence and Security Command, Washington, DC, 2003

Anti-Terrorism Officer's Course - AT/FP Level II, 40 hrs, United States Army Military Police School, Ft. Leonard Wood, MS 2003

Intelligence Analysts' Online Tools, 32 hrs, Joint Intelligence Training Activity Pacific, San Diego, CA, 2002

Criminal Intelligence Analysis Training Course, 40 hrs, The Alpha Group Center, Montclair, CA, 2002

Mobile Collection Managers Course, 40 hrs, Joint Military Intelligence Training Center, Washington, DC, 2002

Intelligence in Combating Terrorism Course, 80 hrs, US Army Intelligence Center and School, Fort Huachuca, AZ, 2002

Pacific Intelligence Analysis Curriculum, 40 Hrs, Joint Intelligence Training Activity Pacific, San Diego, CA, 2001

US Army Counter-Intelligence Special Agent Course, 6 weeks, US Army Intelligence Center & School, Fort Huachuca, AZ, 1997

US Army Signals Intelligence Analyst Course, 16 weeks, US Air Force, 3480th Technical Training Wing, Goodfellow Air Force Base, TX, 1992

US Army Cambodian Basic Language Course, 47 weeks, Defense Language Institute, Presidio of Monterey, CA, 1992

3.2 – Team Member Qualifications/Experience for Criminal Intelligence Analyst- Lead Service

3.2.1 – Bill Evans

Our intelligence analyst-lead service is a strong and visionary leader. Our approach is to have our senior intelligence analyst lead by doing, coaching, teaching and mentoring. He has a proven track record for transformational leadership—motivating a team to be efficient and effective in an emerging and challenging environment.

Background: Bill Evans is a professional senior intelligence analyst and intelligence supervisor with over twenty years of US Army military intelligence experience and training; with over four years as a counter-intelligence specialist overseas and in support of First Corps' intelligence staff at Fort Lewis, Washington. He possesses a BA in Political Science and is a Distinguished Graduate of the US Army's Basic Intelligence, Counter-Intelligence, and Advanced Intelligence Analysis and Operations courses. He has received advanced military training as a strategic counter-intelligence officer and is a graduate of several Department of Defense strategic operations and plans courses.



Bill Evans

He has completed extensive special training programs in security management, interviewing and interrogation, terrorism and counter-terrorism. At Fort Lewis, he supervised a large group of intelligence analysts handling a myriad of complex issues and provided expert input to First Corps' intelligence program management and policy decisions. He planned and directed intelligence analytical activities to support First Corps' mission and work priorities. He determined goals and objectives; prepared short and long-range work plans and schedules. He assisted the First Corps' senior intelligence staff officer and military brigade commander by identifying, prioritizing and establishing deadlines of work to be completed by subordinate intelligence analysts. He provided direction and guidance to analysts in resolving issues and other problems encountered during assigned projects. He reviewed intelligence reports, daily briefs and periodic assessments for relevance, significance, validity and potential applications to countering terrorism acts and organized crimes against Fort Lewis, First Corps and Defense Department jurisdictions, critical infrastructure, services and the Army community at large. In this capacity, he supported the Army's chain of command in developing First Corps' intelligence policies and procedures to accomplish necessary improvements for enhancing routine or highly specialized intelligence work performance requirements.

Summary:

- **Formal education:** BA in Political Science (application courses in statistical analysis and research)
- **National security work experience:** over twenty years in US Army intelligence
- **Specialized intelligence analysis training:** US Army credentialed Counter-Intelligence Special Agent; completed advanced intelligence training such as Intelligence in Combating Terrorism, Strategic Approaches to Counter-Intelligence, Advanced Applications of Intelligence Techniques, Senior Cryptologic Course at National Security Agency and Reserve Component National Security Course at the National Defense University
- **Microsoft Office software proficiency:** over ten years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds RFQQ Criminal Intelligence Analyst – Lead Service Requirements:

RFQQ Consultant Requirements	Bill Evans' Qualifications
Four years of progressively responsible work experience in either a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over 20-years distinguished progressive military intelligence service with over four years as counter-intelligence special agent at Fort Lewis and with over two years experience supervising investigative activities of 100 US Army Special Agents overseas
Possess a bachelor's degree	MEETS Requirement. BA in Political Science
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Specialized US Army training in security, terrorism, counter-terrorism and advanced interviewing and interrogation techniques; credentialed Counter-Intelligence Special Agent
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Considered product Power-user with over ten years hands-on experience with Microsoft Office products in stand-alone and networked environments; daily proficiency using PowerPoint, Publisher, Binder, Access/Excel and Word for intelligence presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses Defense Department Top Secret/Special Background Investigation-level security clearance since 1989; revalidated in 2008

Resume: Bill Evans is a professional intelligence analyst, a credentialed Counter-Intelligence Special Agent, and a US Army Reserve Military Intelligence Officer with over 20 years of military service. His experience includes management and staff assignments at the tactical, operational and strategic levels in locations around the world including Egypt, Germany and Africa. He is personable, persuasive, and confident in interacting with joint, national and international agencies. He has a demonstrated ability to design and implement organizational, operational and management problem solving techniques. His technical expertise covers a wide range of intelligence functions including counter-intelligence, human intelligence and signals intelligence. He uses his exceptional analytical abilities, coupled with excellent written and oral communications skills, to translate information into an actionable intelligence product.

- **Professional Experience**

Battalion Commander [Lieutenant Colonel (LTC), Military Intelligence (MI)], 373rd Military Intelligence Battalion (US Army Reserve), Tumwater, WA, 8/07 – Present

Bill Evans commands a Reserve Component Military Intelligence Battalion. He is responsible for providing combat-ready multi-discipline intelligence collection and counterintelligence support for operational and tactical military operations. He is responsible for mission execution, training, personnel and logistics readiness of four subordinate companies; ensures soldiers and units are maintained at a high state of readiness and prepared for world-wide deployments in support of the nation's effort to fight terrorism. He also coordinates specialized mission-related training opportunities for intelligence personnel to increase their understanding of intelligence operations, processes and systems. Ultimately, he is responsible for the morale, welfare, and professional development of all assigned and attached soldiers. He maintains liaison with active component and reserve component Army organizations, and joint and national intelligence agencies. Further, he develops and maintains community-based relations programs.

Senior Intelligence Operations/Research Specialist [LTC/MI], 201st Military Intelligence Brigade, Fort Lewis, WA, 7/04 – 09/07

Led and trained functional teams in the analysis and correlation of single source information into a timely, synthesized intelligence product to support of Army and Joint Force military decision makers across the full spectrum of military operations. Directed the research, analysis, and production of information pertaining to terrorist activities, indications and warnings of regional conflicts, political instability and emerging military technologies throughout the Pacific-theater. Provided guidance and oversight in the production of daily intelligence read files and weekly update briefings for Senior Military Executives. Planned, prepared and supervised intelligence support to training exercises in Korea, Japan and Thailand. Formulated training strategies to test and integrate complex intelligence procedures. Worked extensively with intelligence and operations planners, systems and networking technicians, and simulations specialists to develop exercise concepts, design intelligence architectures, and build and test databases. Deployed and led Intelligence Support Elements during these joint and international exercises. Coordinated intelligence operations and training with intelligence professionals from Thailand, Japan, and Korea. Served as an instructor/ facilitator for a US Army Pacific Command Subject Matter Expert Exchange Program with the Royal Thai Army.

Joint Counter-Intelligence/Human Intelligence Officer [Major (MAJ)/MI], Combined Joint Task Force - Horn of Africa, Camp Lemonier, Djibouti, 6/03 - 6/04

Directed regional counter-intelligence and human intelligence activities for a 1,800-person task force with the mission to detect, disrupt and defeat transnational terrorist groups posing an imminent threat to the US, its allies or their interests. Provided staff supervision of counter-intelligence operations, investigations, collections and analysis for the task force. Synchronized all Army, Navy, Air Force and Special Operations counter-intelligence units and activities in an area equal in size to 50% of the US and including the countries of Djibouti, Eritrea, Sudan, Kenya, Ethiopia, Somalia, and Yemen. Conducted senior executive-level classified and highly sensitive briefings on terrorist and foreign intelligence collection activities. Planned and executed the conversion of the task force's local confidential informant registry into a centralized source operations database, resulting in improved functionality and compatibility within the CENTCOM Theater of Operations. Routinely liaised with host nation and coalition intelligence and security professionals, US Embassy country teams, and other US intelligence and law enforcement agencies including the FBI, CIA, DIA and Defense Human Intelligence Service. His interpersonal skills and subject matter expertise led to strengthened relationships with Djiboutian, French and German officials and facilitated an increase in the intelligence exchanges between the parties.

Counter-Intelligence Officer [MAJ/MI], 502nd Military Intelligence Battalion, Fort Lewis, WA, 1/02 - 5/03

Directed the collection, analysis, processing and dissemination of information derived from human resources to answer intelligence requirements specifically focused on asymmetric threats posed by foreign intelligence services, unconventional warfare forces, terrorist organizations and other extremist groups. Experienced at adapting and utilizing military intelligence analytical tools methodology and tools to non-traditional military operations such as combating terrorism. Ensured the fusion of human intelligence with technical intelligence sources to develop a comprehensive, multi-disciplined intelligence product. Established and maintained databases on threat capabilities, intentions, and friendly vulnerabilities; prepared threat estimates for contingency plans and operations; and coordinated analytical support for

major training exercises. Provided technical advice and assistance to commanders on counter-intelligence and human intelligence capabilities, operations and training. Worked with staff professionals to integrate counter-intelligence considerations into operations security, information operations and force protection plans. Commanded a detachment of 39 reservists providing intelligence in support of the Global War on Terrorism. Planned and executed specialized training to prepare these soldiers for follow-on deployments to US Central Command Headquarters, Iraq, Afghanistan and Africa.

Regional Operations Manager, Northwest Protective Services, Inc., Tacoma, WA, 3/98 - 6/02

Managed operations for a 175-person division providing unarmed security services to commercial, residential and industrial clients. Conducted assessments of client facilities, developed site instructions and implemented security operations in accordance with contractual agreements. Oversaw staffing, training and scheduling of personnel by the human resources and customer service departments. Served as a liaison between the corporation, the division and the clients on all security related issues. Prepared and presented security recommendations, negotiated service rates, and prepared contracts for clients.

Counterintelligence/Human Intelligence Officer [Captain (CPT)/MI], 368th Military Intelligence Battalion (US Army Reserve), Tumwater, WA, 3/98 - 12/01

Directed the collection, analysis, processing and dissemination of information derived from human resources to answer intelligence requirements specifically focused on asymmetric threats posed by foreign intelligence services, unconventional warfare forces, terrorist organizations and other extremist groups. Experienced at adapting and utilizing military intelligence analytical tools methodology and tools to non-traditional military operations such as combating terrorism. Ensured the fusion of human intelligence with technical intelligence sources to develop a comprehensive, multi-disciplined intelligence product. Established and maintained databases on threat capabilities, intentions, and friendly vulnerabilities; prepared threat estimates for contingency plans and operations; and coordinated analytical support for major training exercises. Provided technical advice and assistance to commanders on counter-intelligence and human intelligence capabilities, operations and training. Worked with staff professionals to integrate counter-intelligence considerations into operations security, information operations and force protection plans. Trained personnel on various intelligence functions with specific emphasis on analysis and production, counter-intelligence techniques and procedures, and human intelligence operations.

Intelligence/Counter-Intelligence Officer [CPT/MI], US Army Intelligence and Security Command, Fort Huachuca, AZ, 8/94 - 2/98

Coordinated strategic and operational intelligence, counter-intelligence, and information warfare concepts, doctrine, material development and training issues with the US Army Intelligence Center and School. Participated in requirements determination boards and provided subject matter expertise to the development of concepts which identified and defined the roles, functions and operational employment of military intelligence assets for the US Army in 2010. Supervised the interactions between US Army organizations and civilian contractors on the development of counter-intelligence automation initiatives including software development decisions, acceptance testing, and site surveys for the Department of Defense Counter-intelligence Integrated Information System. Planned, coordinated and executed specialized joint and national intelligence agency training courses to expand the professional development of US Army intelligence officers. Managed an Adjunct Faculty Program to enhance the relevance of

the institutional instruction by bringing senior intelligence professionals from strategic military units and national intelligence and law enforcement agencies to present information briefings on current operations to students and faculty. Expanded the program to include senior executives from the Defense Intelligence Agency, Central Intelligence Agency, National Security Agency and the Federal Bureau of Investigation. Managed the US Army Counter-intelligence Badge and Credentials Program on behalf of the Department of the Army. Assumed command of the organization for 60 days.

Counter-intelligence/Intelligence Officer [CPT/MI], 205th Military Intelligence Brigade, Frankfurt, Germany, 7/91 - 7/94

Commanded 100 counter-intelligence specialists dispersed among seven cities in central and southern Germany. Supervised the conduct of personal security background investigations, national security crime investigations, vulnerability assessments, and other authorized counter-intelligence operations. Reorganized personnel and assets to more efficiently handle an increased investigation workload, resulting in a 50% reduction in pending investigations and increased support to community security agencies. Recognized by the Defense Investigative Service and the Commanding Generals of V Corps and US Army Europe for top quality and quantity of investigations. Provided counter-intelligence support to the protection of US personnel, organizations and facilities through the collection and reporting of threat information, and liaison with US and German intelligence and law enforcement agencies. Trained and deployed personnel to provide counter-intelligence, security and intelligence support to peacekeeping operations in Turkey and Croatia. Served as an Adjunct Faculty Instructor for courses at the NATO School and German Army Signal School. As a counter-intelligence research and analysis specialist, directed the processing, analysis and dissemination of intelligence and security information pertaining to threats posed to soldiers, family members and installations by foreign intelligence services, terrorist organizations and extremist groups. Established and maintained databases on indigenous, transnational and international terrorists groups operating on the European continent, as well as in the Middle East and North Africa. Developed comprehensive profiles on terrorist organizations and key personalities to increase situational understanding of their methods of operation and target selection. Provided threat assessments to protective details escorting VIPs traveling throughout Germany. Prepared and presented weekly counter-intelligence and intelligence briefings to Senior Military Executives. Maintained routine liaison with French, German and Canadian military intelligence agencies. Served as a primary planner for the US ceremonies commemorating the 50th Anniversary of the Normandy Invasion. Coordinated the transportation of personnel and equipment to France, ceremonial support and logistics for five National and countless local French village ceremonies, and lodging for approximately 2,500 ceremonial participants. Worked closely with military police, law enforcement agencies and the US Secret Service on security operations for the national ceremonies that were attended by foreign heads of state and dignitaries including President Clinton.

Student [CPT/MI], US Army Intelligence Center and School, Fort Huachuca, AZ, and US Army Command and General Staff College, Fort Leavenworth, KS, 7/90 - 6/91

Attended the Military Intelligence Officer Transition Course (MIOTC), the Military Intelligence Officer Advanced Course (MIOAC), the Counter-intelligence (CI) Officer, the Intelligence in Combating Terrorism (ICT) Course and the Combined Arms and Services Staff School (CAS3). The Military Intelligence Officer training curriculum covered subjects necessary to fully understand military and national Intelligence and Electronic Warfare (IEW) organizations, systems and operations. As the Honor Graduate for MIOTC and MIOAC, exceeded course

standards by achieving cumulative scores of 99.31% and 99.35%. The CI Officer Course taught the basic skills, concepts, principles and techniques required to manage and perform tactical and strategic CI investigations and operations. Graduated the CI Officer Course with a cumulative score of 98.46% and was certified by the Department of the Army as a Counter-intelligence Special Agent. The ICT curriculum covered the skills and knowledge required to conduct comprehensive terrorist threat assessments. It included detailed information on the dynamics of terrorism, ideological motivations, terrorism structures and linkages, and terrorist tactics, goals and strategies. CAS3 is a rigorous staff officer's management training program designed to improve student's ability to: analyze and solve military problems; interact and coordinate as a member of a staff; write and brief effectively; and understand Army organization, operations, and procedures.

S2, Intelligence and Security Officer [CPT/MI], 3rd Battalion, 47th Infantry Regiment, Fort Lewis, WA, 5/89 - 6/90

Advised the commander on all aspects of intelligence and security. Duties included directing, supervising and coordinating the planning, collection, analysis, production and dissemination of all source intelligence; supervising and performing intelligence preparation of the battlefield; and informing the commander and subordinate units on the enemy situation, their capabilities, weather and terrain. Trained personnel assigned to the intelligence staff to become superior analysts. Developed and published intelligence handbooks and created intelligence products. As the Battalion's Security Manager, had overall responsibility for information systems security, personnel and information security, physical security, crime prevention, and classified material control and accountability. Conducted training for and inspections of subordinate units' security programs. Achieved scores in excess of 90% on every higher-headquarters directed inspections of intelligence and security programs. Served as the Intelligence Oversight Officer.

- **Education**

University of South Carolina, Columbia, SC, Bachelor's Degree - 8/85, Major: Political Science

Command and General Staff Officers Course, US Army Command & General Staff College, Fort Leavenworth, KS, 2005

Combined Arms and Services Staff School, US Army Command & General Staff College, Fort Leavenworth, KS, 1991

Military Intelligence Officer Transition Course, Military Intelligence Officer Advanced Course, US Army Counter-intelligence Special Agent Course, US Army Intelligence Center & School, Fort Huachuca, AZ, 1991

Infantry Officer Basic Course, US Army Infantry Center & School, Fort Benning, GA, 1986

- ***Job-Related Training***

Reserve Component National Security Course, 80 hrs, National Defense University, Fort McNair, Washington, DC, 2008

Senior Cryptologic Reserve Officers Course, 80 hrs, National Security Agency, Fort Meade, MD, 2008

Military Intelligence Brigade/Battalion Pre-Command Course, 80 hrs, US Army Intelligence Center & School, Fort Huachuca, AZ, 2008

Intelligence Collection Battle Management Course, 32 hrs, Joint Intelligence Training Activity Pacific, Fort Lewis, WA, 2005

Theater and National Support to the Combined Joint Task Force CJ2X, 40 hrs, Joint Military Intelligence Training Center, Fort Lewis, WA, 2004

Reid Technique of Interviewing and Interrogation (Basic & Advanced), 40 hrs, John E. Reid & Associates, 1999 & 1995

Special Counter-intelligence Training Seminar on Advanced Applications of Intelligence Techniques, 40 hrs, Phoenix Consulting Group, Inc., Huntsville, AL, 1997

Army Operations Security Course, 40 hrs, Deputy Chief of Staff for Operations, Department of the Army, Fort Huachuca, AZ, 1997, 1996 (40 hours)

Strategic Approaches to Counter-intelligence, 32 hrs, National Counter-intelligence Center, Washington, DC, 1997

Joint Military Planners Course, 40 hrs, Director of Operations, Joint Staff, Washington, DC, 1996

Army Military Planners Course, 40 hrs, Director of Operations, Army Staff, Washington, DC, 1996

Supervisor Development Course, 40 hrs, Army Training Support Center, Fort Eustis, VA, 1996

Joint Counter-intelligence Staff Officers Course, 40 hrs, Defense Intelligence Agency, Fort Lewis, WA, 1995

Company Commander's Course, 80 hrs, 7th Army Training Command, Vilseck, GE, 1992

Intelligence in Combating Terrorism, 80 hrs, US Army Intelligence Center and School, Fort Huachuca, AZ, 1991

US Army Counter-intelligence Special Agent Course, 8 weeks, US Army Intelligence Center & School, Fort Huachuca, AZ, 1991

3.3 – References

Operational Applications Incorporated grants permission to WSP to contact each and every listed reference.

3.3.1 – Dennis Gerber

Name	Sergeant Ray Green (retired King County Sheriff's Office)
Address	[REDACTED]
Telephone Number	[REDACTED]
Fax Number	NA
Email	[REDACTED]
Type service provided	Sergeant Green was my direct supervisor during my three years as an intelligence analyst in the King County Regional Intelligence Group

Name	Don Perrson (Renton City Councilman); retired Deputy Chief, Renton Police Department
Address	538 Renton Avenue South Renton, Washington 98055
Telephone Number	425-271-6935
Fax Number	NA
Email	dperrson@ci.renton.wa.us
Type service provided	Supported Don Perrson as a police commander; I supervised over 100 full-time personnel; conducted employee training, workflow coordination, scheduling, evaluation and discipline

Name	Denis Law (Mayor, City of Renton)
Address	Renton City Hall 1055 South Grady Way Renton, Washington 98055
Telephone Number	425-430-6500
Fax Number	NA
Email	dlaw@ci.renton.wa.us
Type service provided	Supported Denis Law on city, community and Rotary projects

3.3.2 – Sara Lacy

Name	COL Todd O'Bradovich, Commander, 345 th MI Battalion
Address	Headquarters and Headquarters Detachment 345 th Military Intelligence Battalion Fort Gordon, Georgia 30905
Telephone Number	256-876-1662
Fax Number	NA
Email	todd.obradovich@us.army.mil
Type service provided	Performed as company commander under COL O'Bradovich's battalion command

Name	COL Steve Carney, Executive Officer, 504 th MI Brigade
Address	158 Harmon Drive Northfield, Vermont 05663
Telephone Number	802-485-2491
Fax Number	NA
Email	steve.carney@us.army.mil
Type service provided	Performed as the brigade personnel and administrative officer under COL Carney during deployment to Iraq

Name	COL Joseph McNeill, Executive Officer, 504 th MI Brigade
Address	208 Turtle Creek Drive Killeen, Texas 76542
Telephone Number	NA
Fax Number	NA
Email	joseph.mcneill@us.army.mil
Type service provided	Performed as the brigade personnel and administrative officer under COL McNeill during garrison command in Texas and during brigade deployment to Iraq

3.3.3 – Kia Graham

Name	Ron Compton, analyst
Address	Joint Intelligence Group Joint Task Force-Guantanamo Bay Cuba
Telephone Number	818-285-9383
Fax Number	NA
Email	[REDACTED]
Type service provided	Co-worker with Ron Compton in both Guantanamo Bay Cuba and Iraq. He was an analyst on the Gulf States regional team within the Interrogation Control Element (ICE), while I was on the North Africa/Europe regional team

Name	CW3 Richard Sundstrom, master analyst
Address	Company A 373 Military Intelligence Battalion Tumwater, Washington 98511
Telephone Number	360-269-4251
Fax Number	NA
Email	[REDACTED]
Type service provided	Mentor since I was a private; we both deployed to Korea in 2004 and to Guantanamo Bay

Name	SFC David Schoonmaker
Address	Company A 373 Military Intelligence Battalion Tumwater, Washington 98511
Telephone Number	360-786-0771
Fax Number	NA
Email	david.schoonmaker@usar.army.mil
Type service provided	I am assigned to Company A, 373 MI Battalion and SFC Schoonmaker is the company First Sergeant; he is the unit senior Non-Commissioned Officer and I support him as one of the company's Non-Commissioned Officers

3.3.4 – Kathleena Almquist

Name	MAJ Jon Clausen, Brigade S2 (Senior Intelligence Officer)
Address	4103 Cavalry Court Leavenworth, Kansas 66048
Telephone Number	913-240-9096
Fax Number	NA
Email	jon.clausen@us.army.mil
Type service provided	MAJ Clausen depended upon me for timely intelligence products, thorough analysis, and my ability to identify and fill information gaps before pushing products and information on to others. MAJ Clausen relied on my team to convey intelligence to him and the brigade command group while they were operating in and around Iraq

Name	MAJ Michael Edwards, Brigade S2X (Senior Counter-Intelligence Officer)
Address	8408 205th Street Court East Spanaway, Washington 98387
Telephone Number	202-286-7864
Fax Number	NA
Email	michael.g.edwards@us.army.mil
Type service provided	Major Edwards served as the Brigade S2X: the counterintelligence hub of the Stryker Brigade. He often utilized many of my intelligence products, requested analysis to corroborate HUMINT reporting, and observed my work ethic in a real world environment

Name	Sergeant Robert Flores, Brigade S2 Non-Commissioned Officer
Address	96 University Apartments Charleston, Illinois 61920
Telephone Number	224-944-9556
Fax Number	NA
Email	robert.h.flores@us.army.mil
Type service provided	As my direct supervisor during my deployment in support of Operation Iraqi Freedom 2006 - 2007, Sergeant Robert Flores observed my professional performance, attitude, and leadership abilities in an operational environment. SGT Flores relied on me to relay accurate, complete, and timely intelligence products to intelligence professionals and commanders at the brigade level; higher, adjacent, and subordinate commands

3.3.5 – Neoma Skye

Name	Colonel Gary Royster, US Army retired; Deputy Director of Intelligence, Joint Inter-Agency Task Force West
Address	JIATF/Intelligence US PACOM Camp HM Smith, Hawaii 96861
Telephone Number	808-477-9861
Fax Number	NA
Email	gary.royster@us.army.mil
Type service provided	COL Royster was my senior supervisor while working in the USARPAC G-2 as the JTTF-P liaison and can attest to my diligence, analytical and briefing skills, and overall job performance

Name	Lieutenant Colonel Gary Smith, US Army retired; Intelligence Analyst, South Sound Regional Intelligence Group, Tacoma Police Department/Pierce County Sheriffs Department
Address	Tacoma Police Department 3701 South Pine Street Tacoma, Washington 98409
Telephone Number	253-594-7964
Fax Number	NA
Email	gary.smith@ci.tacoma.wa.us
Type service provided	LTC Smith was my immediate supervisor while working in the USARPAC G-2 as the JTTF-P liaison and can attest to my liaison, analytical and briefing skills, and overall job performance

Name	Vance Whippo; First Sergeant, 373 rd Military Intelligence Battalion
Address	7020 60 th Drive Northeast Marysville, Washington 98270
Telephone Number	206-786-5461
Fax Number	NA
Email	[REDACTED]
Type service provided	First Sergeant Whippo is my senior leader in my current US Army Reserve unit (373 rd MI BN, B Co.) and can attest to my leadership, training skills and general professionalism

3.3.6 – Bill Evans

Name	Brigadier General Leslie A. Purser, Commanding General Military Intelligence Readiness Command
Address	8831 John J Kingman Rd Fort Belvoir, Virginia 22060
Telephone Number	703-806-5043
Fax Number	NA
Email	leslie.purser@us.army.mil
Type service provided	I serve as a commander under Brigadier General Purser and am responsible for providing multi-discipline intelligence and counterintelligence support for contingency operations worldwide. Responsible for the management, training, and readiness of 290 authorized personnel and millions of dollars in organizational equipment

Name	Lieutenant Colonel Roger Fortier, US Army retired; former Chief G2 Plans, First Corps, Fort Lewis
Address	8703 109th ST CT SW Lakewood, Washington 98498
Telephone Number	253-686-1322
Fax Number	NA
Email	roger.fortier@us.army.mil
Type service provided	I supported LTC Fortier by directing the research, analysis, and production of information pertaining to terrorist activities, indications and warnings of regional conflicts, political instability and emerging military technologies throughout the Pacific-theater. Provided guidance and oversight in the production of daily intelligence read files and weekly update briefings for Senior Military Executives. Planned, prepared and supervised intelligence support to training exercises in Korea, Japan and Thailand. Formulated training strategies to test and integrate complex intelligence procedures

Name	Colonel Harvey Crockett, US Army retired; former G2, First Corps, Fort Lewis
Address	Elk Grove, California 95758
Telephone Number	916-600-9467
Fax Number	NA
Email	harvey.crockett@us.army.mil
Type service provided	I supported COL Crockett as the Senior Intelligence Research and Analysis Specialist for the Corps Intelligence Directorate during several multi-agency and multi-national intelligence operations in Korea and Japan. Led and trained functional teams in the analysis and correlation of single source information into a timely, synthesized intelligence product to support of senior military decision makers. Developed professional and personal relationships with foreign military officers to foster to enhance bi-lateral partnerships and increase security cooperation

3.4 – Related Information

3.4.1 – Prior contractual work with Washington State

Operational Applications Incorporated has successfully provided criminal intelligence analytical services from July 2006 to September 2008 under a WSP task order generated by RFQQ No. C060226PSC. Doug Larm performed as the intelligence analyst with the Seattle Police Department under provisions of this state contract. Additionally, Dennis Gerber, an independent contractor at the time, provided criminal intelligence analytical services under the same task order from 2005-2008 as a King County Regional Intelligence Group analyst.

3.5 – Waiver and Authorization to Release Information

Original signed copies of one Waiver and Authorization to Release Information form is submitted from each proposed team member. They are attached in Section 5 of this proposal.

QUOTATION

4.1 – Identification of Costs

Hourly rate for criminal intelligence analyst services:

Analyst	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10-9/30/11	10/1/11-9/30/12
Dennis Gerber	\$50	\$52	\$54	\$56
Sara Lacy	\$50	\$52	\$54	\$56
Neoma Skye	\$50	\$52	\$54	\$56
Kia Graham	\$48	\$50	\$52	\$54
Kathleena Almquist	\$48	\$50	\$52	\$54

Hourly rate for criminal intelligence analyst-lead service:

Lead Analyst	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10-9/30/11	10/1/11-9/30/12
Bill Evans	\$60	\$63	\$66	\$69

4.2 – Basis for Determining Rates

Operational Applications submits hourly rate quotations as including all costs associated with providing services, including team member salaries and benefits, industrial insurance and applicable federal, state and local taxes.

Out year hourly rate increases is based on Amendment 1 to RFQQ No. C090433PSC dated October 31, 2008. This amendment allows up to a 5% annual increase. Operational Applications proposes an under 5% average increase for each federal fiscal year starting October 1, 2009.

Operational Applications understands WSP will reimburse for a maximum one hundred seventy-three (173) hours per month for each team member providing services under contract resulting from this RFQQ. Further, Operational Applications acknowledges provisions for worksite, office supplies, personal computer and communications shall be provided to the team members and any such goods and/or services obtained, developed and/or provided shall remain the property of WSP.

Operational Applications understands when team member services are required by WSP at locations other than the worksite, WSP will reimburse 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) available at the Office of Financial Management's SAAM website: (www.ofm.wa.gov/policy/saamintro.htm).

Washington State Patrol RFQQ No.C090433PSC (Exhibit D)

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:

DENNIS E. GERBER			
Applicant Name (First, Middle, Last)			
N/A			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[REDACTED]			
Address	City	State	Zip Code
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Social Security Number		Date of Birth	
[REDACTED]		[REDACTED]	
Applicant Signature		Date	
Dennis E. Gerber		11-12-2008	

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

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.

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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:

Sara Michelle Lacy			
Applicant Name (First, Middle, Last)			
Other names you have been know by, including prior marriage(s) or nickname(s)			
Address		City	State
Social Security Number		Date of Birth	
		7 June 76	
Applicant Signature		Date	
		12 Nov 05	

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

WAIVER AND AUTHORIZATION TO RELEASE INFORMATION

To whom it may concern:

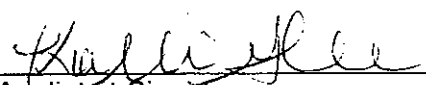
I authorize you to furnish the Washington State Patrol with any and all information that you have concerning me, my work, my reputation, my driving record, my criminal history record, including any arrest records, any information contained in investigatory files, any internal affairs investigations and 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:

Kia Marie Graham			
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		
	03 February 1983		
Applicant Signature	Date		
	12 Nov 08		

Washington State Patrol RFQQ No. C090433PSC (Exhibit E)

WAIVER AND AUTHORIZATION TO RELEASE INFORMATION

To whom it may concern:

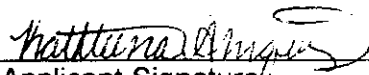
I authorize you to furnish the Washington State Patrol with any and all information that you have concerning me, my work, my reputation, my driving record, my criminal history record, including any arrest records, any information contained in investigatory files, any internal affairs investigations and 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:

Kathleena Maria Almarist			
Applicant Name (First, Middle, Last)			
Kat			
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		
	08 Dec 1984		
Applicant Signature	Date		
	12 Nov 2008		

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

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:

NEDMA TZIGANE SKYE Applicant Name (First, Middle, Last)			
NEDMA NAAKTBEEREN, NEDMA RILEY, NEDMA RHOTON (MADEN) Other names you have been know by, including prior marriage(s) or nickname(s)			
[Redacted Address]			
Address	City	State	Zip Code
[Redacted Social Security Number]		[Redacted Date of Birth]	
Social Security Number		Date of Birth	
Nedma Skye Applicant Signature		11 NOV 08 Date	

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

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:

WILLIAM EUGENE EVANS			
Applicant Name (First, Middle, Last)			
Bill, BILLY			
Other names you have been know by, including prior marriage(s) or nickname(s)			
Address	City	State	Zip Code
Social Security Number	22 NOVEMBER 1962		
Date of Birth			
Applicant Signature	11 NOVEMBER 2008		
Date			

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD. SAFEGUARD IT.

ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) ALMQUIST, KATHLEENA MARIA		2. DEPARTMENT, COMPONENT AND BRANCH ARMY/RA		3. SOCIAL SECURITY NUMBER [REDACTED]		
4a. GRADE, RATE OR RANK SPC	b. PAY GRADE E04	5. DATE OF BIRTH (YYYYMMDD) 19841208	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20111221			
7a. PLACE OF ENTRY INTO ACTIVE DUTY LOUISVILLE, KENTUCKY		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) [REDACTED]				
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 0002INHHC 3 BDE FC			b. STATION WHERE SEPARATED FORT LEWIS, WA 98433-5000			
9. COMMAND TO WHICH TRANSFERRED HQ 301ST CBT SPT BDE WRDRAA BLDG 9532 FORT LEWIS WA 98433-9999			10. SGLI COVERAGE		NONE	
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 96B10 INTELLIGENCE ANALYST - 3 YRS 6 MOS// NOTHING FOLLOWS			12. RECORD OF SERVICE			
			a. DATE ENTERED AD THIS PERIOD	YEAR(S)	MONTH(S)	DAY(S)
			b. SEPARATION DATE THIS PERIOD	2004	05	26
			c. NET ACTIVE SERVICE THIS PERIOD	2008	02	26
			d. TOTAL PRIOR ACTIVE SERVICE	0003	09	01
			e. TOTAL PRIOR INACTIVE SERVICE	0000	00	00
			f. FOREIGN SERVICE	0000	00	00
			g. SEA SERVICE	0000	00	00
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) ARMY COMMENDATION MEDAL//ARMY GOOD CONDUCT MEDAL//NATIONAL DEFENSE SERVICE MEDAL//GLOBAL WAR ON TERRORISM SERVICE MEDAL//IRAQ CAMPAIGN MEDAL//ARMY SERVICE RIBBON//OVERSEAS SERVICE RIBBON//AIR ASSAULT BADGE//NOTHING FOLLOWS			14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) AIR ASSAULT, 2 WEEKS, 2006//COMBAT LIFE SAVER COURSE, 1 WEEK, 2005//INTELLIGENCE ANALYST COURSE, 9 WEEKS, 2004//MOBILER WARNING ANALYSIS COURSE, 1 WEEK, 2005//SECURITY MANAGER'S ORIENTATION COURSE, 1 WEEK, 2005// NOTHING FOLLOWS			
15a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM				YES	X	NO
b. HIGH SCHOOL GRADUATE OR EQUIVALENT		X		YES		NO
16. DAYS ACCRUED LEAVE PAID 30	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION				YES	NO
18. REMARKS BLOCK 6, PERIOD OF DELAYED ENTRY PROGRAM: 20031222-20040525//SERVICE IN IRAQ 20060623-20070904//MEMBER HAS NOT COMPLETED FIRST FULL TERM OF SERVICE//ADDITIONAL SKILL IDENTIFIER: 2B AIR ASSAULT//OVERSEAS SERVICE BARS (2)//NOTHING FOLLOWS						
The information contained herein is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes and to determine eligibility for, and/or continued compliance with, the requirements of a Federal benefit program.						
19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code)			b. NEAREST RELATIVE (Name and address - include ZIP Code)			
[REDACTED]			[REDACTED]			
20. MEMBER REQUESTS COPY 6 BE SENT TO		MT		DIRECTOR OF VETERANS AFFAIRS		
		X		YES		
21. SIGNATURE OF MEMBER BEING SEPARATED		22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature)				
[Signature]		DOLORESE J HARRIS, GS09, CHIEF TRANSITION CENTER				

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY		24. CHARACTER OF SERVICE (Include upgrades) HONORABLE	
25. SEPARATION AUTHORITY AR 635-200, PARA 5-16	26. SEPARATION CODE MCF	27. REENTRY CODE 3	
28. NARRATIVE REASON FOR SEPARATION ATTEND CIVILIAN SCHOOL			
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) NONE		30. MEMBER REQUESTS COPY 4 (Initials) KMA	



WSP Contract No.

Category

Amendment No.

Title

Other Party

Other No.

Start Date End Date

Amount User ID

Contract Status

Program Information: Program

Program:

Program Contact: Bureau:

Contract Notes:

10/23 - Posted to WEBS. 12/10/08 - Chosen candidate Bill Evans of Operational Applications Inc.

Processing Status:

Amendment	<input type="text" value="1"/>
Amd Amount	<input type="text" value="(\$99,000)"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text" value=""/>
Attorney General	<input type="text" value=""/>
Bureau Cdr IOC	<input type="text" value=""/>
BFS Notification	<input type="text" value="10/21/2008"/>
BFS Review	<input type="text" value="1/7/2009"/>
Chief's Office	<input type="text" value="1/8/2009"/>
Transmittal Letter	<input type="text" value="1/14/2009"/>
Mailed to Other Part	<input type="text" value="12/16/2008"/>
Received Back	<input type="text" value="1/7/2009"/>
Distributed	<input type="text" value="1/14/2009"/>
Amendment	<input type="text" value="0"/>
Amd Amount	<input type="text" value="\$532,000"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text" value=""/>
Attorney General	<input type="text" value=""/>
Bureau Cdr IOC	<input type="text" value=""/>
BFS Notification	<input type="text" value="10/21/2008"/>
BFS Review	<input type="text" value="1/7/2009"/>
Chief's Office	<input type="text" value="1/8/2009"/>
Transmittal Letter	<input type="text" value="1/14/2009"/>
Mailed to Other Part	<input type="text" value="12/16/2008"/>
Received Back	<input type="text" value="1/7/2009"/>
Distributed	<input type="text" value="1/14/2009"/>
Amendment	<input type="text" value="2"/>
Amd Amount	<input type="text" value="\$0"/>

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	Operational Applications - Bill Evans
WSP Project Manager	Lieutenant Randy Drake
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	C090433PSC
BFS Contracts Specialist	Cindy Harder

A. PRE-CONTRACT PLANNING

1. Description of Services:

Lead Criminal Intelligence Analyst - WAJAC

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	001 01* 00271 WAJAC
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	WSP & WASPC not eligible
• Agency resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Other public (governmental) resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
• If former, provide last date of employment.	N/A
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

Personal Service Contract Risk Assessment
Page 2 of 4

If the contract is federally funded, is the Contractor a subrecipient or vendor?	NO
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?
 Competitive Sole Source
2. If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

In Contract file

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

N/A

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

WEBS - Washington Electronic Business Solutions

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No N/A

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
 If factor is not applicable, risk point = 0. Unknown, risk point = 5.
 1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

Personal Service Contract Risk Assessment
Page 3 of 4

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	3
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	3
Procurement method: <input type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	1

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	4
Experience and past performance	1
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	-
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	-
Organizational changes (is organization stable or does it have frequent turnover?)	-
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	1
Legal actions (has there been any for the last 12 months? - if so, what?)	1
Background of individuals (do you have resumes?)	1

3. Total Risk Points

27

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

- Were contract and contractor risks assessed prior to entering into a contract?
 Yes No
- Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment
Page 4 of 4

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?
 Yes No
4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	Yes
Review of entity invoices and other documentation	Yes
Conduct onsite reviews or other observations (meetings, etc.)	—
Maintain other periodic contact with contractor (telephone, email, etc.)	Yes
Other: Attends meetings with WASPC	

E. AUDITS (for subrecipients of federal funds)

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	N/A
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	N/A
Was a risk assessment completed to determine whether an audit was needed?	N/A
Is corrective action necessary? Were questioned costs resolved?	N/A
Are audit findings, if any, resolved?	N/A

F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes:

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Evans, William Eugene
SSN/TIN

As of 23-Dec-2008 7:10 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
-
- > Advanced Reports
 - > Recent Updates
 - > Dashboard

Archive Search - Past Exclusions

-
-
- > Advanced Archive Search
 - > Multiple Names
 - > Recent Updates

Contact Information

- > Email: support@epls.gov
episcments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, January 02, 2009 8:34 AM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 12/29/2008.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 39067-00

Contractor Legal Name: Larm, Doug
Contractor TIN: 300369267

Agency: 225
Agency Contract #: C090433PSC
Filed Date: 12/29/2008
Start Date: 1/1/2009
Filed By: Cindy Haider

Contract Value: \$532,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

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Currently Processing

 [To Main Correspondence](#)

Filing Number: Not Yet Available

Agency: WSP

Reference Number: 64809

Legal Name: Larm, Doug

Status:



Question

Date:

By:

12/30/2008

Jan McMuilen

Regarding:

Specific Problem or Need

Question:

Status:



Your answer to the specific need question describes the WAJAC. Are the contractor's criminal intelligence analyst services required to support the efforts of WAJAC in an effort to prevent terrorism?

Answer Date:

By:

12/31/2008

Cindy Haider

Answer:

Legend



In Process - Being

Analyzed



In Process - Request

Further Info



Created Correspondence



New Question



New Comment



Saved Question



Responded Question

Yes, this is correct.

Office of
Financial Management
State of Washington

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Currently Processing



Filing Number: Not Yet Available

Agency: WSP







Reference Number: 64809

Legal Name: Larm, Doug

Status:



Legend

-  In Process - Being Analyzed
-  In Process - Request Further Info
-  Created Correspondence
-  New Question
-  New Comment
-  Saved Question
-  Responded Question

Question

Date: 12/30/2008 By: Jan McMullen

Regarding:

Other

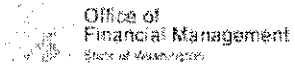
Question: Status 

The zip code in PSCD is 98374. The amendment references 98373. What is the correct zip code? If 98373, I can change PSCD for you.

Answer Date: 12/31/2008 By: Cindy Heider

Answer:

The correct zip code is 98373 - thank-you for catching my error



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--------------------------------	-----------------------------------------	--------------------------------------	-----------------------------------------------	-----------------------	-----------------------------

Currently Processing



Filing Number: Not Yet Available

Agency: WSP

Reference Number: 64809

Legal Name: Larm, Doug

Status:



Question

Date: 12/30/2008 **By:** Jan McMullen

Regarding:
Dollars correct?

Question: **Status:**

The contract and the filing both reference an end date of 9/30/2012. Statement of Work, Section 5, Fee references hourly rates based upon SFY (state fiscal year). The last SFY 11 rate is the last one referenced. SFY 11 would end on 6/30/2012, but the contract runs through 9/30/2012. What rate will WSP be paying during the time period of 7/1/2012 - 9/30/2012. Please attach a corrected copy if it is not too late since the contract has a 1/1/09 start date.

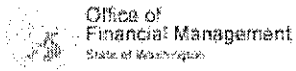
Answer Date: 12/31/2008 **By:** Cindy Halder

Answer:

Legend

- In Process - Being Analyzed
- In Process - Request Further Info
- Created Correspondence
- New Question
- New Comment
- Saved Question
- Responded Question

The contract has been changed to reflect Federal instead of State.



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Currently Processing



Filing Number: Not Yet Available

Agency: WSP

Reference Number: 64809

Legal Name:Larm, Doug

Status:



Question

Date:	By:
12/30/2008	Jan McMullen

Regarding:

Other

Question:	Status
-----------	--------

The Statement of Work references that work will be assigned by a negotiated task order. Does WSP consider this to be a convenience contract where the contractor provides services on an as-needed basis and the \$532,000 references a maximum amount available, but it cannot be known if the total dollars will be used?

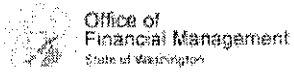
Answer Date:	By:
12/31/2008	Cindy Haider

Answer:

Legend

- In Process - Being Analyzed
- In Process - Request Further Info
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- New Question
- New Comment
- Saved Question
- Responded Question

Correct



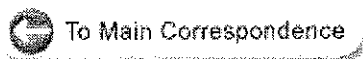
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Filing Summary	Original Filing Summary	Filing Justification	Original Filing Justification	Correspondence	Attachments
--------------------------------	-----------------------------------------	--------------------------------------	-----------------------------------------------	--------------------------------	-----------------------------

Currently Processing



Filing Number: Not Yet Available

Agency: WSP








Reference Number: 64809

Legal Name: Larm, Doug

Status:



Legend

-  In Process - Being Analyzed
-  In Process - Request Further Info
-  Created Correspondence
-  New Question
-  New Comment
-  Saved Question
-  Responded Question

Question

Date: 12/30/2008 **By:** Jan McMullen

Regarding: Specific Problem or Need

Question: **Status:** 

Is the following applicable for this contract regarding the Governor's freeze on personal service contracts? If not, please provide corrected information. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. WSP is contractually obligated in the federal government to provide these services. These services are critical to WSP to fulfill their mission of "enhancing the safety and security of our state" which includes sharing information with other local, state and federal law enforcement organizations. In light of the Personal Service contract freeze, the amendment was approved by Deputy Chief Paul S. Beckley.

Answer Date: 12/31/2008 **By:** Cindy Harder

Answer:

Yes, this is correct. Thank-you



Haider, Cindy (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, December 23, 2008 8:39 AM
To: Haider, Cindy (WSP)
Subject: FW: WAJAC - Analysts

1. Purpose

The Washington State Fusion Center (WSFC) is in the process of hiring a total of six intelligence analysts (1 Lead Analyst and 5 Intelligence Analysts). The Lead Analyst position has already been approved. These are contractor positions. Background investigations will be required due to the nature and sensitivity of information available to analysts.

2. Fund Source and Amount

Contractors will be paid with funds from the Department of Homeland Security's State Homeland Security Grant. One million dollars has been allotted to fund these positions.

3. Does the purchase....

- Prevent material loss or damage to property, bodily injury, or loss of life?

The project provides a critical component (intelligence analysts) to Washington State's Statewide Integrated Intelligence System Plan (SWIIS). The spirit and intent of the SWIIS is to protect the citizens of Washington State by providing an intelligence capability focused on terrorism prevention.

- Stem from court orders or are required under the law?

No.

- Secure the receipt of federal or other funds as required by a grant?

Federal funds are available to fund the hiring of these contractors. An investment justification submitted to the Department of Homeland Security specifies that these funds will be used to fund intelligence analysts.

- Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?

The WSFC enhancement project is dependent upon the acquisition of intelligence analysts and continuation of the contracting process including background investigations on successful proposers.

4. What will happen if the purchase is not approved?

If not approved, the WSP will not be able to successfully secure the services of the above-described proposers and will not be in compliance with the WSP's own contractor proposal requirements.

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, December 29, 2008 4:28 PM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 12/29/2008 4:28:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 64809

Contractor Legal Name: Larm, Doug
Contractor TIN: 300369267

Agency: 225
Agency Contract #: C090433PSC
Filed Date: 12/29/2008 4:28:00 PM
Start Date: 1/1/2009 Filed By: Cindy Haider

Contract Value: \$532,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

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Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 64809

Agency Contract Number: C090433PSC

Filed By: Cindy Haider

OFM Decision Date:

Contractor Information

TIN 300369267

Legal Name Larm, Doug

DBA Operational Applications Inc

UBI 602632122

Address 4227 South Meridian Suite C366, Puyallup, WA USA 98374

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide lead criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$532,000			\$532,000
Contract Total				\$532,000

Contract Dates

Filed Date	Start Date	End Date
12/29/2008	01/01/2009	09/30/2012

Contacts

Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	In Process
Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

The Washington Joint Analytical Center (WAJAC) is housed at the Seattle Field Office of the Federal Bureau of Investigations (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 includes the FBI; US Immigration and Customs Enforcement; the Washington National Guard; the Washington State Patrol; and several local law enforcement agencies.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's office. The contract is funded through federal law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. An investment justification submitted specifies that these funds will be used to fund intelligence analysts.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Competitive Solicitation Process

Advertisement Information

Solicitation Notification

Number of Solicited Documents: 6

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The Contractor was initially selected for an interview based on the strength of their education, training, leadership, work experience and proposed hourly rate. Final selection was based on the consensus of panel members from the WAJAC as well as a written assignment.

Names of Firms Responding With Proposals.

Network Transport Engineering Intelligence Acumen Operational Applications

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center to score vendor education, training, leadership and work

experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. The highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating in the regional intelligence centers and the WAJAC where the proposed consultant team member would work. The final selection was based on the outcome of these interviews and written assignment.

Reasonableness of Cost

How was it determined that costs are fair and reasonable, or within the competitive range?

The hourly rate is comparable to other contractors submitting proposals for these services.

Attachments

LeadAnalyst090433.doc - 153088kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

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 4:00pm 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 Associates' 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 Member 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 of acceptance of its terms from the due date of proposals.



PROPOSAL:

Submitted In Response to State of Washington/Washington State Patrol
Request for Qualifications/Quotations (RFQQ) No. C090433PSC

PROJECT TITLE:

Criminal Intelligence Analyst Services

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WSP

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LETTER OF SUBMITTAL

Ms. Cindy Haider, RFQQ Coordinator
Budget and Fiscal Services
PO Box 42602
Olympia, Washington 98504-2602

Operational Applications Incorporated is pleased to submit this proposal in response to the State of Washington/Washington State Patrol Request for Qualifications/Quotations (RFQQ) Number C090433PSC soliciting consultants that can provide criminal intelligence analyst services at the Washington Joint Analytical Center housed in the Seattle Field Office of the Federal Bureau of Investigation.

Operational Applications Incorporated is currently a sole-proprietorship company established in 2006. As an emerging consulting enterprise, Operational Applications focuses on effects-based planning and operations bringing vision, innovation and solutions to contemporary intelligence and analytical challenges. The approach offered under this proposal encompasses a six-member team-based criminal intelligence analyst service involving military intelligence expertise under wartime operations, law enforcement experience, counterintelligence credentials, intelligence operations' planning proficiency and extensive operational training in all-source and single source intelligence disciplines supporting fusion analyses.

Operational Applications Incorporated will administratively support the proposed six-member criminal intelligence analyst team with a project management expert to ensure the contract business processes do not encumber or distract from the daily work performances expected of the intelligence analysts. This single-point-of-contact offers WSP with the maximum flexibility in achieving streamline efficiency in financial reimbursements and contract administration. Further, there is no cost impact to WSP for this administrative project management.

As a team concept, the proposed criminal intelligence analyst-lead service is empowered by Operational Applications Incorporated as the company's Director of Intelligence Operations to gain and maintain continuity of operations with the company's analysts. This approach provides WSP with maximum intelligence production efficiency and knowledge management.

Submitted this day by Doug Larm, Proprietor, Operational Applications Incorporated:

Signature 

Title PRESIDENT
SOLE-PROPRIETOR

Date (DD/MM/YY)
13/11/08

LETTER OF SUBMITTAL

1.1 – Attachment

Name	Mr. Doug Larm, Proprietor Operational Applications Incorporated 4227 South Meridian
Mailing Address	Suite C366 Puyallup, Washington 98373
Physical Address	13405 159 th Street Court East Puyallup, Washington 98374
Telephone Number	(253) 226-9564
E-Mail Address	doug.larm@operationalapplications.com
Federal ID Number or SSN	EIN30-0369267 [REDACTED]
UBI	602632122
Consultant Status	Sole Proprietorship

Operational Applications Incorporated is proud to identify the company employees proposed for work as criminal intelligence analysts:

- | | |
|-------------------|--------------------------------------------|
| Bill Evans | Criminal Intelligence Analyst-Lead Service |
| Dennis Gerber | Criminal Intelligence Analyst |
| Sara Lacy | Criminal Intelligence Analyst |
| Kathleen Almquist | Criminal Intelligence Analyst |
| Kia Graham | Criminal Intelligence Analyst |
| Neoma Skye | Criminal Intelligence Analyst |

Submitted this day by Doug Larm, Proprietor, Operational Applications Incorporated:

Signature 

Title **PRESIDENT**
SOLE-PROPRIETOR

Date (DD/MM/YY)
13/11/08

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we certify that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any contract resulting from this procurement by any federal department or agency. Further, if awarded a contract the Proposer agrees not to enter into any arrangements or other contracts with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epis.gov.

Signature of Proposer



Title

PRESIDENT
SOLE-PROPRIETOR

Date (DD/MM/YY)

13/11/08

Washington State Patrol RFQQ No.C090433PSC (Exhibit A)

RESPONSE TO QUESTIONNAIRE

3.1 – Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

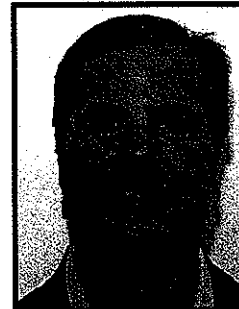
Our team members possess special qualifications, unique personal attributes and measurable knowledge, skills and abilities required to succeed in supporting intelligence efforts by local, regional and federal agencies. Our team-based approach integrates individual skills, training and experiences into a high performing, mature and cohesive work unit focused on common goals: collaborate, cooperate, communicate and achieve. Our team-based approach benefits Washington State by building a stronger workplace community ready to initiate professional criminal intelligence analytical service and support at the start of contract work beginning day one.

All of the Operational Applications intelligence analysts meet, and with most of the requirements, exceed the minimal standards established by the RFQQ. A further enhancement of our team-based approach is our demonstrative work history, training and experience surpassing the Department of Justice Minimum Criminal Intelligence Training Standards Findings and Recommendations dated October 2007. For example, our proposed team cumulatively consists of:

- Direct interrogation experience dealing with suspected terrorists
- Extensive intelligence support to US military combat operations in Iraq and Afghanistan
- Comprehensive knowledge, understanding and experience with federal, state and local law enforcement agencies and with private businesses and public organizations security
- Consistent and proven work history in intelligence analysis, collection management and dissemination, and in using advanced analytical techniques, processes and assessment procedures
- Well-rounded experience with international, national, strategic, operational and tactical level intelligence agencies, organizations and systems
- Over 57 years of direct, relevant work experience in collecting, interpreting, analyzing, and processing raw data and information from multiple sources, disciplines and agencies
- Substantiated expertise in writing, collating, and disseminating intelligence reports, daily briefs and periodic assessments
- Proven background in developing web-based information and knowledge portals
- Credentialed counter-intelligence special agents
- Operational insights and established contacts with other fusion center analysts, security specialists, and officials in other state, local and federal agencies, private industry and public resources
- Full spectrum of experience at adapting and utilizing military intelligence analytical tools and methodology to non-traditional military operations such as combating terrorism and organized crime
- Power users and program experts in Microsoft Office applications, software programming languages, visualization and geographic information programs
- All team members possessing current federal level security clearances based on favorable background checks

3.1.1 – Dennis Gerber

Background: Dennis Gerber is a professional intelligence operations analyst with an extensive law enforcement background encompassing over twenty-four years in Washington State culminating with thirteen years as Renton Police Commander. As a former King County Regional Intelligence Analyst, he merged law enforcement operational insights with ongoing intelligence research, investigations and special projects. He assisted other regional intelligence analysts with research, investigative leads and liaison with outside individuals, organizations and agencies. He established contacts with fusion center analysts, security specialists, and officials in other state, local and federal agencies, private industry and public resources to obtain and exchange information. He analyzed information to determine relevance, significance and applicability to ongoing King County law enforcement operations. He developed additional clarifying information in order to provide precise, specialized or customized information to meet both stated and unrealized analytical needs of the county. He researched, reviewed, interpreted and integrated a variety of finished and unfinished intelligence into a structured, multi-layered analytical product enhancing King County's situational awareness and understanding of contemporary and potential terror acts and emerging organized crime activities against regional jurisdictions, critical infrastructure, services and the county at large.



Dennis Gerber

Summary:

- **Formal education:** Master in Public Administration and MBA; BA in Political Science (application courses in statistical analysis and research)
- **National security work experience:** three years as a King County regional intelligence analyst supporting the Washington Joint Analytical Center
- **Specialized intelligence analysis training:** two years as adjunct instructor for Washington Association of Sheriffs and Police Chiefs basic intelligence course (Role of Intelligence Analyst); completed WASPC basic intelligence course, Foundations of Intelligence Analysis Training and Drug Intelligence Analysis in 2006
- **Microsoft Office software proficiency:** over fifteen years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Dennis Gerber's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	MEETS Requirement. Served three years as an intelligence analyst supporting King County Regional Intelligence Group
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed basic intelligence analyst training sponsored by Washington Association of Sheriff's and Police Chiefs (WASPC); served two years as adjunct instructor for basic WASPC intelligence course (Role of Intelligence Analyst); completed the Foundations of Intelligence Analysis Training, sponsored by IALEIA and LEIU, the Drug Intelligence Analysis training through the National Drug Intelligence Center and i2 Analysts Notebook training in 2006; also completed Law Enforcement Intelligence Toolbox training sponsored by the School of Criminal Justice, Michigan State University and the Department of Homeland Security in 2007 and completed Call Analysis Training through Pen-Link in 2008
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Over fifteen years hands-on experience with Microsoft Office products in stand-alone and networked environments; demonstrable proficiency using PowerPoint, Access/Excel and Word for intelligence and criminal investigative presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses a current Department of Justice Top Secret level security clearance

Resume: Dennis Gerber is a dedicated intelligence analyst combining extensive law enforcement background with three years of specialized experience in searching, extracting and analyzing raw data and information for relevance, significance and applicability to King County's regional intelligence work objectives. His background enables him to bridge the intelligence gaps with detectives, sheriffs and other investigative officers throughout statewide law enforcement agencies. He is suited to provide the intelligence analyst team with case management awareness and with coordinating information needs arising from project activities. Over the last three years as an intelligence analyst, he has conducted research using various organizations internal databases and shared resulting data in order to clarify, substantiate or discover investigative leads.

- **Professional Experience**

Intelligence Analyst, King County Sheriff's Office/Criminal Investigations Division, 2005-9/08

Performed as one of three intelligence analysts supporting the Washington Joint Analytical Center's Regional Intelligence Group 6. Responsible for infusing an all crimes approach with emerging analytical processes to determine potential links and connections to terrorism, organized crime and all other criminal acts. Collected information, synthesized relevant data and established situational evidence into potential criminal investigative facts in order to determine trends and provide intelligence feedback.

Investigator, Yarmuth, Wilsdon & Calfo PLLC, 2002-2005

Performed as an Investigator for a Seattle-based attorney's firm. This firm focused on trial and appellate work, dispute resolution, and counsel and advice in both civil and white-collar criminal cases. As an Investigator, worked on illegal satellite piracy for DirecTV, utilizing the Digital Millennium Act. Also worked on the illegal downloading and file sharing of copyrighted music for the Recording Industry Association of America (RIAA) under the Federal Copyright Act.

Police Commander, City of Renton Police Department, Patrol Services Division, 1995-2000

Performed as a Division Commander responsible for all motorcycle officers, accident reconstruction investigators, fatality accident investigations, animal control and parking enforcement. Commanded 21 man multi-agency Special Weapons and Tactics Team (SWAT). Commanded one of four SWAT teams implemented during the 1999 World Trade Organization conference in Seattle. Provided venue security for Heads of State and world diplomats. Provided leadership and direction for law enforcement action under extreme riot like conditions. Implemented and managed Police Services contract for the City of Newcastle. Interim Police Chief for the City of Newcastle overseeing all aspects of the police department. Worked closely with the Newcastle City Manager and council members.

Commander, City of Renton Police Department, Administrative Services Division, 1993-1995

Performed as a Division Commander responsible for coordinating and providing all aspects of training for the police department. Commanded the department's crime prevention program that provided numerous community outreach programs. Commanded the Drug Abuse Resistance Education (DARE) and Gang Resistance Education and Training (GREAT) programs. This required a close working relationship with all educators and school administrators alike. These programs provided drug and gang training to thousands of school children. Supervised all recruitment for the agency and provided all background investigations on new police candidates. Provided research and development on new equipment and technologies. Directed a volunteer staff of over 50 personnel.

Commander, City of Renton Police Department, Patrol Operations Division, 1989-1993

Performed as a Division Commander responsible for First Watch, Second Watch and Third Watch patrol shifts, directing over 60 uniformed officers. Commanded the K-9 Units as well as the Bicycle Patrol Unit. Served as an Administrative Member on the Renton Police Department Review Board. Participated in the oversight and review of all officer-involved shootings, motor vehicle accidents and other problematic officer-involved incidents.

Acting Deputy Chief, City of Renton Police Department, Support Services Bureau, 1992-1993

Performed as Bureau Commander responsible for the Administrative Services Division, Auxiliary Services Division and the Records Division. Support Services Bureau responsibilities included Training, Crime Prevention, D.A.R.E., Recruitment, Records, Jail, Evidence, and Accreditation (Both State & National). Served as an Administrative Member on the Renton Police Department Review Board.

Commander, City of Renton Police Department, Auxiliary Services Division, 1987-1989

Performed as a Division Commander responsible for Jail, Inmate Health and Welfare, Weapons Permits, Fingerprints and Evidence. Commanded a jail that provided over 30 outside agency contracts for jail services. This included federal, state, tribal and local agencies. Responsible for providing and processing all weapon permit requests as well as providing background investigations on weapon permit applicants. Provided fingerprint processing on all bookings and arrests as well as all school teachers within the district as required by law and all other license applicants such as masseuses. Responsible for the evidence collection and processing of all crime scenes.

- **Education**

Master of Public Administration/MPA, City University, Seattle, WA, 1982

Master of Business Administration/MBA, City University, Seattle, WA, 1982

Bachelor of Arts – Political Science, University of Puget Sound, Tacoma, WA, 1979

- **Job-Related Training**

Washington State Criminal Justice Training Commission, Executive Level Certificate, Seattle, WA, 1995

NW Law Enforcement Executive Command College, Port Ludlow, WA, 1995

Federal Bureau of Investigation National Academy, Quantico, VA, 1994

3.1.2 – Sara Lacy

Background: Sara Lacy is a West Point graduate and a professional intelligence analyst with over ten years of military intelligence experience encompassing human intelligence, counter-intelligence and technical aviation operations in support of Army intelligence programs in Iraq, Korea, Germany and stateside assignments. She has performed as a senior intelligence analyst with responsibility for cross-functional intelligence cycle processes including synchronizing requirements, analyzing raw data and disseminating timely information in a clear and understandable format. As a senior intelligence officer supporting Army operations in Iraq, she has tracked Iraqi ground forces, analyzed the placement of units, and provided substantive input to the senior military collection manager for synchronizing tactical reconnaissance operations and national intelligence assets in northern Iraq. This support, called Operation Northern Watch, enforced the no-fly zone after the first Gulf War in 1991. She was responsible for identifying, confirming and informing US Air Force and Allied pilots on potential surface-to-air missile or anti-air attack sites. She developed a fusion process merging Top Secret human intelligence reports with databases of other intelligence agencies mindful of emerging information security protection requirements unfolding through her innovative use of classified, highly controlled information. She quickly developed a professional rapport with foreign military liaisons and was so successful in developing intelligence briefs for Turkey's General Staff Officers she was selected by-name to repeat her short-tour assignment. As a result, the US and Allied military forces were able to identify and quickly target hostile military positions in northern Iraq thereby saving the lives of many transiting pilots.



Sara Lacy

Summary:

- **Formal education:** BS in Spanish/German with minor in environmental engineering; slated to complete BS in Information Technology/Visual Communication spring 2009
- **National security work experience:** over ten years in US Army intelligence
- **Specialized intelligence analysis training:** graduate of US Army military intelligence officer basic course; selected to perform as an observer/controller in US Army Europe training center responsible for coaching, teaching and mentoring junior and senior intelligence officers in all aspects of intelligence operations
- **Microsoft Office software proficiency:** over ten years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications--considered expert/power-user; proficient in MS Visio and Project; skilled in HTML and Javascript; and able to program in Java and C+

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Sara Lacy's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over ten years progressive military intelligence service with two years analytical support to Operation Northern Watch and military combat service in Iraq from Jan – Dec 2004
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed US Army military intelligence basic officers course; adjunct observer/controller in Army Europe training center responsible for coaching, teaching and mentoring junior and senior intelligence officers in all aspects of intelligence operations
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Expert/power-user with ten years hands-on experience with Microsoft Office products in stand-alone and networked environments; demonstrable expertise using PowerPoint, Access/Excel and Word for intelligence presentations, studies, analyses, and briefings; and proficient in MS Visio, Project, skilled in HTML and Javascript and able to program in Java and C+
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Sara Lacy is an innovative thinker and a professional intelligence analyst with over ten years experience including wartime intelligence operations. She has performed as a national level intelligence analyst responsible for producing country studies and other strategic intelligence reports, as an operational level intelligence analyst responsible for finding, identifying and locating hostile military air attack sites in northern Iraq, and as a tactical level intelligence analyst in Korea responsible for analyzing problematic indications and warning associated with ongoing US Forces peacekeeping operations on the Korean peninsula. Her background supports critical work requirements for assessing information needs, identifying analysis techniques, identifying risks, evaluating alternative solutions, identifying information gaps and establishing work priorities. Her wartime service contributes significant intelligence experience in writing, collating and disseminating analytical reports, daily briefs and periodic assessments.

- **Professional Experience**

Company Commander [Captain (CPT), Military Intelligence (MI)], 345th MI Battalion, Military Intelligence Reserve Command, Jasper, AL, 2/07-3/08

Commanded the Theater Ground Intelligence Center (TGIC) support company. Responsible for providing two combat-ready multi-discipline intelligence fusion teams which supported wartime operations in Afghanistan and Iraq. The TGIC fusion teams are responsible for maintaining situational awareness and situational understanding on emerging conditions existing within assigned countries of studies in our region. We developed and maintained intelligence preparation of the battlefield products, analytical assessments, and developed indications and warning. Further, a major fusion team responsibility was to find and screen data potentially indicating the presence or activities of terrorist groups that may have been operating in our assigned region.

Intelligence Staff Officer [CPT/MI], 345th MI Battalion, Military Intelligence Reserve Command, Fort Gordon, GA, 7/06-2/07

As the Intelligence Officer, responsible for ensuring personnel security and physical security of classified documents within the battalion's area of responsibility. As part of ensuring personnel security my team conducted preliminary investigations for personnel requesting security clearances, as well as starting the process for periodic reviews for personnel already in possession of a valid security clearance. My team provided oversight for the maintenance of two different locations secured for use with processing, transmitting and storing Secret classified information. I conducted regular inspections to ensure that the storage facilities conformed to published regulations and reported monthly on the status of all classified documents and systems in these two facilities. Provided oversight for two subordinate units that maintained Secret classified document storage safes outside of these facilities and ensured that their procedures and storage equipment also conformed to published regulations.

Intelligence Staff Officer [CPT/MI], 504th MI Brigade, Fort Hood, TX, 1/03-4/05

As an Intelligence Officer, served in Iraq from January to December 2004. Responsible for daily reporting of personnel accountability for more than 2000 Soldiers and civilians stationed in numerous cities, operating bases and enclaves positioned throughout Iraq. Coordinated the Rest and Relaxation (R&R) program for the entire Brigade, ensuring that no unit fell below 90% strength. Responsible for all casualty reporting within the Brigade. This report included all Soldiers listed as Wounded In Action (WIA), Killed in Action (KIA) and Missing in Action (MIA). My team tracked the movement of Soldiers and/or remains until final destination in the US.

Intelligence Staff Officer [CPT/MI], 4th Brigade, 1st Infantry Division, Ansbach, Germany 9/01-12/02

Two days before 9/11, I assumed staff duties as the senior intelligence officer in the brigade with responsibility for keeping the commanders and senior officers informed on emerging events, indications and warning and potential applications to our mission readiness. As the senior brigade intelligence officer, performed as the commander's representative during the Force Protection Working Group meetings. These meetings, developed in the days following 9/11, focused on force protection measures for three US military installations located in Germany. These installations housed US military forces and family members as well as serving as the garrison command locations for divisional units. Responsible for establishing the force protection plans for these installations, for determining physical security guard rotations and for standardizing operating procedures for guard forces at five different locations in the German community. Additionally responsible for coaching, teaching and mentoring other intelligence officers in the intelligence process and cycle with special emphasis on intelligence production and dissemination focused on Army aviation operations during assignment as an observer/controller at the largest combat maneuver training center in Germany.

Intelligence Staff Officer [CPT/MI], Iraqi Ground Forces Order of Battle Section, Operation Northern Watch 3/01-7/01 and 4/02-5/02

Responsible for tracking Iraqi Ground Forces, analyzing the placement and movement of units, providing input to the collection manager to facilitate the use of Tactical Reconnaissance and National assets in Northern Iraq. Conducted weekly meetings with the senior intelligence officer responsible for collection management as well as providing a "focus" meeting before each mission in order to emphasize special interest ground targets. These meetings were important

because national intelligence assets would exploit these targets. Provided detailed information about the disposition, strength and location of Iraqi ground forces. Responsible for supporting a section of political and military analysts coordinating with foreign military embassies in Turkey in order to maintain situational awareness of any political situation that might adversely, or positively, impact Allied aviation missions over Northern Iraq. Conducted daily mission briefs for the senior commanders and staff as well as detailed intelligence briefings for the pilots. Exploited multiple national agency databases and monitored different classified message traffic to synthesize current, real-time information on national imagery products. These products were extremely useful in conjunction with various intelligence reports and data feeds to help visualize the ground order of battle situation for the other staff members.

Platoon Leader [Lieutenant/MI], B Company, 102nd Military Intelligence Battalion, 2nd Infantry Division, Camp Essayons, Republic of Korea, 1/99-1/00

Platoon leader or officer-in-charge of a 10 Soldier team of intelligence analysts known as an Analysis and Control Team (ACT). The ACT mission is to provide immediate, timely analysis of battlefield events and information to a senior commander. Assisted in the development of Army intelligence doctrine for the forming, fielding and deploying of an ACT. Responsible for developing training framework for the ACT that transformed into a multi-discipline extension of an Army ground command unit in order to conduct missions in peacetime, conflict and war against threats ranging from regional powers, warring factions, and guerilla teams. As a platoon leader for one of the first Army ACT teams, I was responsible for creating a training structure for the team to later include unmanned aerial vehicle imagery specialists.

- **Education**

University of Phoenix, BS Information Technology/Visual Communication, spring 2009; Fort Lewis, WA

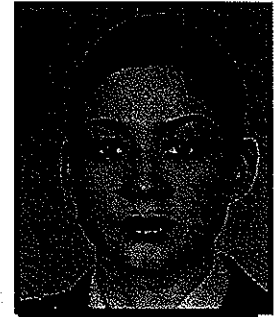
United States Military Academy at West Point, BS Spanish/German with minor in environmental engineering; West Point, NY, 1998

- **Job-Related Training**

Military Intelligence Officer Basic Course, Fort Huachuca, AZ, 1998

3.1.3 – Kia Graham

Background: Kia Graham is a professional intelligence analyst with over five years of military intelligence experience encompassing regional fusion analyses including support to wartime operations in Iraq as well as direct analytical support to over 100 strategic interrogations of high-value human intelligence targets as a senior intelligence analyst with Joint Task Force Guantanamo Bay-Cuba. She has progressive experience in intelligence positions ranging from a supervisor of human intelligence collection operations to lead intelligence analyst in a fusion analysis section. She assisted in the creation and facilitation of an Intelligence Information Upload Project with US Southern Command. This effort proved critical to the management and archive storage of all information related to detainees at Guantanamo Bay-Cuba. She possesses comprehensive knowledge of Defense Department and Intelligence Community organizations, missions and functions. Her experience has proven invaluable in providing her with context in understanding and working with the inter-relationship maze associated with national and Defense Department intelligence agencies.



Kia Graham

Summary:

- **Formal education:** slated to complete BA in Intelligence Studies with a focus on Terrorism in summer 2009; currently maintaining 4.0 GPA
- **National security work experience:** over five years in intelligence with positions in tactical and national level organizations including as an intelligence analyst supporting US Special Operations in Iraq in 2004-2005; experience as lead intelligence liaison with federal law enforcement agencies, major military commands, international committees, and other government agencies
- **Specialized intelligence analysis training:** graduate of US Army Counter-Intelligence Special Agent course and Joint Interrogation certification course; completed US Army Intelligence Support in Counter-Terrorism course and US Army basic intelligence analyst course
- **Microsoft Office software proficiency:** over five years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Kia Graham's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over five years progressive military intelligence service in positions of tactical and national strategic organizations including as an intelligence analyst in Iraq and as a strategic analyst of all-source and finished intelligence products addressing transnational, international terrorism and terror-related activities in support of Joint Task Force Intelligence and Interrogation Operations
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed US Army Counter-Intelligence Special Agent Course, Intelligence Support in Counter-Terrorism Course and US Army basic intelligence analyst course; completed joint intelligence training on asymmetric warfare intelligence analysis course
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Considered product Power-user; over five years hands-on experience with Microsoft Office products in stand-alone and networked environments; demonstrable proficiency using PowerPoint, Access/Excel and Word for intelligence and criminal investigative presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Kia Graham is a US Army Reserve Counter-Intelligence Special Agent with over five years of progressive wartime intelligence operations experience. She has supported over 100 strategic interrogations of high-value human intelligence targets as a senior intelligence analyst with Joint Task Force Guantanamo Bay-Cuba. She has created and disseminated over 100 in-depth all-source analytical products to law enforcement, intelligence agencies and foreign governments in her wartime support role. Her professional experience and innovative mind enabled her to exceed the required analytical production rate three-fold. She has liaised on a daily basis with the US military criminal investigative task force, combatant commands, Federal Bureau of Investigation and other governmental agencies as well as with Defense Department and Justice Department. One of her most significant wartime service contributions included the development of over thirty terrorist targeting packets in support of collection operations and direct action missions which resulted in the apprehension of al-Qaeda operatives, foreign fighters, and members of the former Saddam regime.

- **Professional Experience**

Lead Intelligence Analyst, Fusion Analysis Section, Joint Task Force-Guantanamo Bay, Cuba, 10/06 – 02/08

Consistently provided timely and accurate analysis of all-source information and finished intelligence products addressing transnational, international terrorism and terrorism-related activities to support Joint Task Force intelligence and interrogation operations. Created and disseminated over 100 fused in-depth all-source intelligence analysis products to law enforcement, intelligence agencies and foreign government services. Maintained situational awareness and understanding of emerging events described in message traffic and intelligence products. Liaised on a regular basis with criminal investigative task force, combatant commands, Federal Bureau of Investigation, other governmental agencies and a myriad of other Defense Department and Justice Department organizations.

Intelligence Analyst, Fusion Analysis Section/Gulf States Regional Team, Joint Task Force-Guantanamo Bay, Cuba, 01/06 – 10/06

Provided relevant, accurate and timely analytical support to ten human intelligence collection teams assigned to the Gulf States region. Attended weekly coordination meetings and was a contributing analyst to collection strategy sessions. Provided analytical comments on over 30 in-production intelligence information reports. Created intelligence summaries for over 80 intelligence information reports created by the Gulf States team. She reviewed and updated over 100 detainee analytical support packages. Liaised with respective regional commands; maintained collaborative processes with other fusion analysis sections.

Human Intelligence Collection Operations Supervisor/Intelligence Analyst, Interrogation Control Element North Africa/Europe Regional Team, Joint Task Force-Guantanamo Bay, Cuba, 07/04 – 11/05

She was responsible for intelligence requirements management. Provided analytical input for over 50 interrogation control plans. Performed liaison and coordination planning with federal law enforcement agencies, major military commands, international committees and other governmental agencies. She developed all-source analytical products in support of North Africa/Europe Regional Team's collection efforts. Assisted in the creation of and facilitation for an Intelligence Information Upload Project. This project managed and archived relevant detainee intelligence information. Selected to teach this project to senior officers. Served as a senior military analyst for a visiting foreign delegation from an African Union member state. Provided assessments, analyses and informational updates on selected high-value detainees.

Intelligence Operations Supervisor/Intelligence Analyst, Joint Special Operations Command Task Force 6-26, Iraq, 11/04 – 05/05

She performed specialized duties as a counter-terrorism analyst and as the Intelligence Operations Manager for a Joint Special Operations team. Provided analytical support to answer time-sensitive and critical priority information requirements. Developed over 30 terrorist targeting packets in support of collection operations and direct action missions. This support resulted in the apprehension of al-Qaeda operatives, foreign fighters and members of the former Saddam regime. Generated over 2,000 intelligence-based assessments in support of tactical planning. Developed and maintained an all-source intelligence database in support of future targeting operations. Performed collection management functions to include handling requests for information, disseminating intelligence to internal and external agencies and generating analytical evaluations. Lead liaison officer with federal law enforcement agencies and military magistrates. Established document exploitation priorities and supervised accountability of all captured enemy media, equipment and currency. Managed all movement of detainees and associated case evidence. Daily briefed the command and staff on all operational and intelligence collection operations.

- **Education**

American Military University, BA in Intelligence Studies with a focus on Terrorism in summer 2009; Fort Lewis, WA

- ***Job-Related Training***

Joint Interrogation Certification Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Oct 2008

US Army Counter-Intelligence Special Agent Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Jul 2008

Intelligence Support in Counter-Terrorism Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Jun 2004

Intelligence Analyst Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Sep 2003

3.1.4 – Kathleena Almquist

Background: Kathleena Almquist is an intelligence analyst with over four years of US Army military intelligence experience and training; with fifteen months operational experience in support of Operation Iraqi Freedom as a member of Third Stryker Brigade Second Infantry Division's brigade level intelligence team based out of Fort Lewis, Washington. She will graduate with high honors and receive an Associate in Arts and Sciences degree next month, with concentrations in writing intensive and multicultural investigative courses. She has received military training from the Department of Defense in intelligence analysis and mobile warning analysis. She has completed programs in security management and is a graduate of the US Army Counter-Intelligence course.



Kathleena Almquist

Summary:

- **Formal education:** AAS – Dec 2008 (elements of Asian Language and Culture, intensive writing, and mathematical reasoning)
- **National security work experience:** over four years in US Army Intelligence
- **Specialized intelligence analysis training:** completed intelligence training such as the Mobile Warning Analysis Course from the Joint Military Intelligence Training Center and US Army Counter-Intelligence course
- **Microsoft Office software proficiency:** over four years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Kathleena Almquist's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over four years progressive military intelligence service including over 2 years active analytical support for 3-2 Stryker Brigade in garrison, military combat service in Mosul, Baghdad, and Baqubah Iraq from Jun 2006 – Sep 2007, and current reserve service since Feb 2008
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed US Army military intelligence advanced individual training course; intelligence training in Mobile Warning Analysis-indicators and warning analysis; and US Army Counter-Intelligence course
Proficient in the use of Microsoft Office Suite applications	MEETS Requirement. Over four years of daily PowerPoint, Access/Excel and Word use for intelligence presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Kathleena Almquist is a US Army Reserve Military Intelligence Sergeant with over 4 years of military intelligence service. Her experience includes all-source intelligence analysis at the tactical level while interacting and sharing information with adjacent commands and specialized organizations. She is confident, resourceful, and intelligent, and exceeds expectations and requirements when accomplishing tasks. As a professional intelligence analyst, she is capable of making timely decisions with minimal supervision. Additionally, she communicates complex ideas in an understandable, efficient, and professional manner. She has demonstrated the ability to create, integrate, and improve intelligence products and procedures. Her technical expertise covers a range of intelligence functions including human intelligence, signals intelligence, and imagery intelligence. She uses her exceptional analytical abilities, coupled with excellent written and oral communications skills, to translate information into a synthesized intelligence product.

- **Professional Experience**

Intelligence Sergeant [Sergeant (SGT), Military Intelligence (MI)], 301st Maneuver Enhancement Brigade (US Army Reserve), Fort Lewis, WA, 2/08 – Present

Incorporating lessons learned and knowledge acquired from real world analysis experience into reserve intelligence analysis training and operations. Coordinating related intelligence training. Oversees the implementation and improvement of information, operations, communications, and personnel security procedures for the brigade. Improved security readiness immensely, with a vast change in security awareness and a higher level of respect for security regulations and requirements. Created and implemented Standard Operation Procedures for derogatory information reporting and clearance processing and tracking.

Intelligence Sergeant [Specialist (SPC)/MI], 3-2 Stryker Brigade Combat Team, Mosul, Baghdad, and Baqubah, Iraq, 06/06 – 09/07

Evaluated all-source intelligence in support of counter-insurgency operations for 15 months in Mosul, Baghdad, and Baqubah, Iraq, as the Intelligence Operations Noncommissioned Officer in the Brigade Tactical Operations Center, contributing to exemplary mission planning and execution. Analyzed and disseminated human, signal, and imagery intelligence of immediate value to eight separate battalions with over four thousand soldiers, resulting in the neutralization of numerous explosive devices and the capture of several hundred terrorist and insurgent high value targets. Continually coordinated the production of intelligence products, and the analysis and dissemination of current operational intelligence. Prepared and conducted thousands of intelligence updates to both the Brigade Deputy Commanding Officer and the Commanding Officer, providing the necessary extensive, accurate situational awareness needed to make decisions regarding current and future operations. Designed a daily intelligence product fusing national, local, and special agency human intelligence reporting in a summarized and graphical format thereby improving the platform for answering the Brigade Commanding Officer's priority intelligence requirements. Adapted all daily intelligence operations and products to succeed in 3 separate and distinct operational environments, contributing to the security of 3 large cities in Iraq, including Baghdad, with a population of 6.5 million. Assumed the role of S2 Battle Captain while training and preparing incoming S2 Battle Captains and Noncommissioned Officers during the Relief in Place and Transfer of Authority in both Mosul and Baghdad, Iraq.

Intelligence Analyst [SPC/MI], 3-2 Stryker Brigade Combat Team – Fort Lewis, WA, 12/04 – 06/06, 09/07 – 02/08

Assisted both the Brigade Security Manager and Brigade Special Security Officer in fields as varied as Physical Security, Information Security, Operational Security and Personnel Security. Coordinated training for 8 battalion intelligence teams, resulting in an efficient, knowledgeable, and compliant organization. Trained 5 soldiers to continue security operations following the transition of all experienced intelligence analysts from the S2, ensuring the continuous security standards within the 3rd Stryker Brigade, 2nd Infantry Division. Established a system for tracking security issues, including derogatory information handling, requests for Personnel Security Investigations, and mandatory security awareness training for the Brigade.

- **Education**

Tacoma Community College, Tacoma, WA, Associate's Degree - 12/2008, Major: Four-Year Transfer

Troy University, Troy, AL, 9 hours – 10/2007, Major: Political Science

- **Job-Related Training**

Mobile Warning Analysis Course, Joint Military Intelligence Training Center, Fort Lewis, WA, 2005

Intelligence Analyst Course, US Army Intelligence Center & School, Fort Huachuca, AZ, 2004

3.1.5 – Neoma Skye

Background: Neoma Skye is a senior intelligence professional with over fifteen years of progressive and diversified intelligence, counter-intelligence, force protection and law enforcement liaison experience. She has demonstrated expert proficiency in database research, query creation and interpretation, and in organizing link and timeline analyses in order to substantiate analytical conclusions. She has extensive experience in creating and briefing over 200 force protection and situational and threat assessment reports for deploying military personnel. Her detailed integration for analytical mapping of terrorism events was acknowledged as an innovative training method and was adopted into the required intelligence briefing procedures. She has served as a senior Intelligence analyst for the Joint Task Force-Homeland Defense where she provided counter-terrorism expertise in developing scenario inputs for multi-agency exercises. She has led a small training team focused on anti-terrorism and force protection tactics, techniques and procedures and was responsible for teaching intelligence analysis methods, report writing skills and presentation techniques. She has revised operating procedures, policies and plans; created new office forms and tracking spreadsheets; enhanced document archiving techniques to an online collaboration library and managed access for users of shared server files.



Neoma Skye

Summary:

- **Formal education:** BS in Business Management (application courses in statistical analysis and research)
- **National security work experience:** over 15 years in military intelligence
- **Specialized intelligence analysis training:** US Army credentialed Counter-Intelligence Special Agent; completed advanced intelligence training such as Intelligence in Combating Terrorism, Criminal Intelligence Analysis, Anti-Terrorism, Signals Intelligence, and numerous Analysis Software Programs
- **Microsoft Office software proficiency:** over fifteen years daily proficiency in substance, organization, style and correctness in all forms of written and graphic communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Neoma Skye's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over 15 years progressive military and Defense Department intelligence experience including three years as a defense contractor intelligence instructor and counter-terrorism/force protection consultant
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Specialized US Army training in security, terrorism, counter-terrorism and force protection; credentialed Counter-Intelligence Special Agent
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Considered product Power-user with over 15 years of daily PowerPoint, Access/Excel and Word use for intelligence presentations, studies, analyses, and briefings in stand-alone and networked environments
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Neoma Skye is a US Army Reserve Military Intelligence Sergeant with over 15 years of military intelligence service including three years of defense contracting intelligence support. She is a credentialed US Army Counter-Intelligence Special Agent. Her analytical experience includes situation-specific, non-traditional terrorism and asymmetrical threats. She served as a team leader for the US Army Pacific's Homeland Defense/Force Protection analysis team responsible for fusing and interpreting intelligence, analysis and reports from numerous military, civilian and government sectors. Additionally, as the team leader, she was responsible for developing innovative methods for obtaining information. Her fused intelligence summary was produced using standard military and agency analytical collaboration techniques along with non-traditional intelligence information providers such as private security companies supporting local retail and critical infrastructure. She researched, authored and disseminated daily analytical reports summarizing potential terrorism related incidents and possible impacts on military operations. In addition to situation-specific analyses, she produced general capability threat assessments. She assisted senior military officers in writing intelligence outlook reports for specific countries or political regions. These in-depth country reports included biographies, conventional military threats, terror-related threats and socio-economic conditions. She was responsible for creating and maintaining a tracking database of terrorism and counter-terrorism incidents. This spreadsheet was used by the US Army for long-term threat analysis and was incorporated in the intelligence portion of the senior commander's annual force protection and risk assessment report.

- **Professional Experience**

Senior Counter-Intelligence Agent, 373rd Military Intelligence Battalion (US Army Reserve), Tumwater, WA, 1/08 – Present

Serves as Counterintelligence team leader in a Reserve Component Military Intelligence Company. She is responsible for individual and team-based multi-discipline intelligence collection and counterintelligence support for operational and tactical military operations. She is responsible for mission execution, training, personnel and logistics readiness of her team and other subordinates ensuring they are prepared for world-wide deployments in support of the nation's effort to fight terrorism. She also assists with coordination of mission-related training for intelligence personnel to increase their understanding of intelligence operations, processes and systems. Due to her analytical background and instruction skills, her peers and senior leaders often acknowledge her as a subject matter expert within the company on counterintelligence analysis and systems training.

Senior Counter-Intelligence Agent, 500th Military Intelligence Brigade, Schofield Barracks, HI 05/05-05/06

Developed 2-hour in-depth security briefing (to include topics on subversion and espionage, operational security and terrorism awareness) for yearly training requirement. Presented briefing over 20 times to over 1800 soldiers and civilians within six months. Assisted in personal security background investigations, national security crime investigations, vulnerability assessments, and other authorized counter-intelligence operations. Reviewed and edited counterintelligence reports for accuracy, content and validity. Developed course curriculum and conducted beginning and advanced counter-intelligence investigation and counter-terrorism analysis training for Army Reserve soldiers. Served as Counterintelligence Special Projects NCO and assisted senior executives with personnel management analysis, reports reviews and liaison with subordinate counterintelligence offices. Designed, coordinated, and executed two separate soldier knowledge and skills competitions for Hawaii and the Pacific Region; winners advanced

to national region competition. Organized a filing and documentation system in the training section in order to increase processing and tracking of training requests and completions for 500 soldiers in subordinate units. Requested by Special Security Office to tailor existing MS Access database to meet changing needs of security section and allow for tracking of security clearance information and training records for over 800 soldiers and civilians in the unit. As the Brigade counter-intelligence and training representative, attended planning conference for Joint US, Australia, United Kingdom, and Canada counter-intelligence/human intelligence exercise.

Training Developer / Intelligence Instructor (Corporate), The Sytex Group, Incorporated, Camp H.M. Smith, HI, 12/04-04/05

Conducted training development analysis through panels and surveys to ascertain end-user needs, increase usability and determine relevance of training materials and testing criteria. Developed and revised job qualification requirement handbooks, training modules and exams for nine Pacific Command intelligence watch officer positions. Redesigning training website homepage to include designing webpage materials, links and graphics.

Counter-Terrorism and Force Protection Analyst (Corporate), Science Applications International Corporation, 205th MI BN Analysis & Control Element, Ft. Shafter, HI, 10/03-11/04

Led and instructed a five-person Anti-terrorism / Force Protection team; prepared and instructed soldiers in beginning and advanced counterintelligence methods, use of technology systems, analytical tools and methods, and presentation / reporting skills. Performed the collection, analysis, processing and dissemination of information derived from multiple resources to answer intelligence requirements specifically focused on the homeland defense, force protection, and asymmetric threats posed by foreign intelligence services, unconventional warfare forces, terrorist organizations and other extremist groups. Performed research and analysis on terrorist groups in the US Pacific Command's Area of Responsibility (USPACOM AOR) for Intelligence Preparation of the Battlefield purposes to support US Army Pacific's (USARPAC) operational planning directives. Compiled and presented over 200 country intelligence and situational awareness and force protection briefings, project status briefings, special situational reports and threat assessment decision briefs for deploying USARPAC personnel and senior staff. Researched, compiled and updated weekly force protection, threat and incident reports for 33 countries in support of USARPAC deployed forces within the USPACOM AOR. Served as counterintelligence watch officer at the USARPAC Crisis Action Center; provided weekly incident threat briefings and force protection reports to combined directorate watch office personnel. Collaborated with general intelligence analysts to developed country update briefings, assess recent events or political changes in relation to terrorism threats. Gathered intelligence and developed country-specific reports and briefings of terrorist threats in the USPACOM AOR to support Anti-terrorism / Force Protection and counter-terrorism operations. Completed 160 hours of USPACOM AOR-specific intelligence operations and analysis training courses.

Counter-Intelligence Agent, US Army Pacific (USARPAC), Intelligence Directorate, Fort Shafter, HI, 9/01-10/03

Developed and maintained USARPAC Counter-intelligence/Counter-terrorism incident database and conducted comparative statistical analysis and research to facilitate threat reporting and force protection assessments. Wrote counterterrorism input scenarios for multi-agency exercises and provided intelligence support to USARPAC and PACOM exercises. Performed

as the USARPAC liaison to the FBI's Joint Terrorism Task Force-Pacific (JTTF-P); facilitated the smooth transfer of intelligence and community threat awareness reporting responsibilities from the Joint Rear Area Coordination-Hawaii to the JTTF-P. Established working relationships with over 20 JTTF-P member agencies including Honolulu Police Department, State Civil Defense, US Attorney's Office / Anti-terrorism Task Force, Department of Public Safety, US Secret Service, Bureau of Immigration and Customs Enforcement (BICE), TSA, FBI and Defense Department's sister intelligence agencies. Assisted Defense Department analysis team at JTTF-P in daily counter-intelligence and counter-terrorism analysis and reporting. Ensured maximum intelligence sharing between Defense Department, state, local and foreign agencies by creating and updating web-based open-source intelligence products; maintained website dissemination lists and new member enrollments to maximize dissemination. Served as the HUMINT operations cell officer for one of the region's largest military exercises, coordinating three HUMINT team's collection operations, creating intelligence reports and submitting requests for information to support exercise-related intelligence analysis and production. Completed a 40 hour Collection Management overview training course, integrating knowledge into daily intelligence gathering abilities and production-tasking requests.

Senior Counter-Intelligence Agent, 368th Military Intelligence Battalion (US Army Reserve), Fort Shafter, HI, 10/95-10/01

Served as a senior team leader for assigned counter-intelligence personnel. Conducted initial and refresher training on counter-intelligence operations, report writing and analysis for subordinates and peers. Selected as primary briefer for all security-related briefings to outside units and senior personnel. Attended both Basic and Advanced level Non-Commissioned Officers Courses for military intelligence disciplines. Completed Basic course as Honor Graduate and Advanced course with cumulative score of 95%. Acknowledged by instructors in both courses for superior research ability, analytical approach to problems and small group leadership skills. Completed counter-intelligence special agent course that taught the basic skills, concepts, principles and techniques required to perform tactical and strategic counter-intelligence investigations and operations. As Honor Graduate exceeded course standards by graduating in the top 10% of the class and was certified by the Department of the Army as a credentialed Counter-Intelligence Special Agent.

Electronic Warfare & Signals Intelligence Analyst / Cambodian Linguist, US Army, 733rd Military Intelligence Battalion, Schofield Barracks, HI, 9/92-12/94

Excelled as Mission Manger and linguistic expert during a highly volatile Southeast Asian political situation of global interest. Continually recalled outside normal working hours to guide mission efforts and translate messages. Kept US policy makers informed, allowing them to make intelligent and timely decisions regarding US foreign policy to Southeast Asia. Performed as a signals intelligence analyst for Southeast Asia Air Operations section, writing over 100 national-level and critically sensitive reports. Served on a special intelligence project committee composed of national level experts. Provided valuable advice and linguistic expertise, ensuring a successful conclusion to the project. Honored as the first junior enlisted soldier to certify as an intelligence analyst in newly created joint-service analysis branch and further trained three senior non-commissioned officers to assume analyst positions. Performed research and analysis with continual adherence to US Army and Joint intelligence time-sensitive reporting requirements, regulations and handbooks. Trained and mentored both Army and Air Force personnel on the use of joint service computer programs, intelligence analysis and reporting requirements.

- **Education**

University of Phoenix, Maui, HI, Bachelor's Degree - 3/01, Major: Business Management

Advanced Non-Commissioned Officers Course, US Army Intelligence School, Fort Huachuca, AZ, 2001

- **Job-Related Training**

The Starlight Operator's Course (Information Visualization System), 40 Hrs, Battelle Corporation, Fort Shafter, HI, 2004

ArcGIS (Geographic Mapping) Software Certified User Course, 40 Hrs, Battelle Corporation, Fort Shafter, HI, 2004

National Intelligence Familiarization Conference, 40 hrs, Intelligence and Security Command, Washington, DC, 2003

Anti-Terrorism Officer's Course - AT/FP Level II, 40 hrs, United States Army Military Police School, Ft. Leonard Wood, MS 2003

Intelligence Analysts' Online Tools, 32 hrs, Joint Intelligence Training Activity Pacific, San Diego, CA, 2002

Criminal Intelligence Analysis Training Course, 40 hrs, The Alpha Group Center, Montclair, CA, 2002

Mobile Collection Managers Course, 40 hrs, Joint Military Intelligence Training Center, Washington, DC, 2002

Intelligence in Combating Terrorism Course, 80 hrs, US Army Intelligence Center and School, Fort Huachuca, AZ, 2002

Pacific Intelligence Analysis Curriculum, 40 Hrs, Joint Intelligence Training Activity Pacific, San Diego, CA, 2001

US Army Counter-Intelligence Special Agent Course, 6 weeks, US Army Intelligence Center & School, Fort Huachuca, AZ, 1997

US Army Signals Intelligence Analyst Course, 16 weeks, US Air Force, 3480th Technical Training Wing, Goodfellow Air Force Base, TX, 1992

US Army Cambodian Basic Language Course, 47 weeks, Defense Language Institute, Presidio of Monterey, CA, 1992

3.2 – Team Member Qualifications/Experience for Criminal Intelligence Analyst- Lead Service

3.2.1 – Bill Evans

Our intelligence analyst-lead service is a strong and visionary leader. Our approach is to have our senior intelligence analyst lead by doing, coaching, teaching and mentoring. He has a proven track record for transformational leadership—motivating a team to be efficient and effective in an emerging and challenging environment.

Background: Bill Evans is a professional senior intelligence analyst and intelligence supervisor with over twenty years of US Army military intelligence experience and training; with over four years as a counter-intelligence specialist overseas and in support of First Corps' intelligence staff at Fort Lewis, Washington. He possesses a BA in Political Science and is a Distinguished Graduate of the US Army's Basic Intelligence, Counter-Intelligence, and Advanced Intelligence Analysis and Operations courses. He has received advanced military training as a strategic counter-intelligence officer and is a graduate of several Department of Defense strategic operations and plans courses.



Bill Evans

He has completed extensive special training programs in security management, interviewing and interrogation, terrorism and counter-terrorism. At Fort Lewis, he supervised a large group of intelligence analysts handling a myriad of complex issues and provided expert input to First Corps' intelligence program management and policy decisions. He planned and directed intelligence analytical activities to support First Corps' mission and work priorities. He determined goals and objectives; prepared short and long-range work plans and schedules. He assisted the First Corps' senior intelligence staff officer and military brigade commander by identifying, prioritizing and establishing deadlines of work to be completed by subordinate intelligence analysts. He provided direction and guidance to analysts in resolving issues and other problems encountered during assigned projects. He reviewed intelligence reports, daily briefs and periodic assessments for relevance, significance, validity and potential applications to countering terrorism acts and organized crimes against Fort Lewis, First Corps and Defense Department jurisdictions, critical infrastructure, services and the Army community at large. In this capacity, he supported the Army's chain of command in developing First Corps' intelligence policies and procedures to accomplish necessary improvements for enhancing routine or highly specialized intelligence work performance requirements.

Summary:

- **Formal education:** BA in Political Science (application courses in statistical analysis and research)
- **National security work experience:** over twenty years in US Army intelligence
- **Specialized intelligence analysis training:** US Army credentialed Counter-Intelligence Special Agent; completed advanced intelligence training such as Intelligence in Combating Terrorism, Strategic Approaches to Counter-Intelligence, Advanced Applications of Intelligence Techniques, Senior Cryptologic Course at National Security Agency and Reserve Component National Security Course at the National Defense University
- **Microsoft Office software proficiency:** over ten years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds RFQQ Criminal Intelligence Analyst – Lead Service Requirements:

RFQQ Consultant Requirements	Bill Evans' Qualifications
Four years of progressively responsible work experience in either a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over 20-years distinguished progressive military intelligence service with over four years as counter-intelligence special agent at Fort Lewis and with over two years experience supervising investigative activities of 100 US Army Special Agents overseas
Possess a bachelor's degree	MEETS Requirement. BA in Political Science
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Specialized US Army training in security, terrorism, counter-terrorism and advanced interviewing and interrogation techniques; credentialed Counter-Intelligence Special Agent
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Considered product Power-user with over ten years hands-on experience with Microsoft Office products in stand-alone and networked environments; daily proficiency using PowerPoint, Publisher, Binder, Access/Excel and Word for intelligence presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses Defense Department Top Secret/Special Background Investigation-level security clearance since 1989; revalidated in 2008

Resume: Bill Evans is a professional intelligence analyst, a credentialed Counter-Intelligence Special Agent, and a US Army Reserve Military Intelligence Officer with over 20 years of military service. His experience includes management and staff assignments at the tactical, operational and strategic levels in locations around the world including Egypt, Germany and Africa. He is personable, persuasive, and confident in interacting with joint, national and international agencies. He has a demonstrated ability to design and implement organizational, operational and management problem solving techniques. His technical expertise covers a wide range of intelligence functions including counter-intelligence, human intelligence and signals intelligence. He uses his exceptional analytical abilities, coupled with excellent written and oral communications skills, to translate information into an actionable intelligence product.

- **Professional Experience**

Battalion Commander [Lieutenant Colonel (LTC), Military Intelligence (MI)], 373rd Military Intelligence Battalion (US Army Reserve), Tumwater, WA, 8/07 – Present

Bill Evans commands a Reserve Component Military Intelligence Battalion. He is responsible for providing combat-ready multi-discipline intelligence collection and counterintelligence support for operational and tactical military operations. He is responsible for mission execution, training, personnel and logistics readiness of four subordinate companies; ensures soldiers and units are maintained at a high state of readiness and prepared for world-wide deployments in support of the nation's effort to fight terrorism. He also coordinates specialized mission-related training opportunities for intelligence personnel to increase their understanding of intelligence operations, processes and systems. Ultimately, he is responsible for the morale, welfare, and professional development of all assigned and attached soldiers. He maintains liaison with active component and reserve component Army organizations, and joint and national intelligence agencies. Further, he develops and maintains community-based relations programs.

Senior Intelligence Operations/Research Specialist [LTC/MI], 201st Military Intelligence Brigade, Fort Lewis, WA, 7/04 – 09/07

Led and trained functional teams in the analysis and correlation of single source information into a timely, synthesized intelligence product to support of Army and Joint Force military decision makers across the full spectrum of military operations. Directed the research, analysis, and production of information pertaining to terrorist activities, indications and warnings of regional conflicts, political instability and emerging military technologies throughout the Pacific-theater. Provided guidance and oversight in the production of daily intelligence read files and weekly update briefings for Senior Military Executives. Planned, prepared and supervised intelligence support to training exercises in Korea, Japan and Thailand. Formulated training strategies to test and integrate complex intelligence procedures. Worked extensively with intelligence and operations planners, systems and networking technicians, and simulations specialists to develop exercise concepts, design intelligence architectures, and build and test databases. Deployed and led Intelligence Support Elements during these joint and international exercises. Coordinated intelligence operations and training with intelligence professionals from Thailand, Japan, and Korea. Served as an instructor/ facilitator for a US Army Pacific Command Subject Matter Expert Exchange Program with the Royal Thai Army.

Joint Counter-Intelligence/Human Intelligence Officer [Major (MAJ)/MI], Combined Joint Task Force - Horn of Africa, Camp Lemonier, Djibouti, 6/03 - 6/04

Directed regional counter-intelligence and human intelligence activities for a 1,800-person task force with the mission to detect, disrupt and defeat transnational terrorist groups posing an imminent threat to the US, its allies or their interests. Provided staff supervision of counter-intelligence operations, investigations, collections and analysis for the task force. Synchronized all Army, Navy, Air Force and Special Operations counter-intelligence units and activities in an area equal in size to 50% of the US and including the countries of Djibouti, Eritrea, Sudan, Kenya, Ethiopia, Somalia, and Yemen. Conducted senior executive-level classified and highly sensitive briefings on terrorist and foreign intelligence collection activities. Planned and executed the conversion of the task force's local confidential informant registry into a centralized source operations database, resulting in improved functionality and compatibility within the CENTCOM Theater of Operations. Routinely liaised with host nation and coalition intelligence and security professionals, US Embassy country teams, and other US intelligence and law enforcement agencies including the FBI, CIA, DIA and Defense Human Intelligence Service. His interpersonal skills and subject matter expertise led to strengthened relationships with Djiboutian, French and German officials and facilitated an increase in the intelligence exchanges between the parties.

Counter-Intelligence Officer [MAJ/MI], 502nd Military Intelligence Battalion, Fort Lewis, WA, 1/02 - 5/03

Directed the collection, analysis, processing and dissemination of information derived from human resources to answer intelligence requirements specifically focused on asymmetric threats posed by foreign intelligence services, unconventional warfare forces, terrorist organizations and other extremist groups. Experienced at adapting and utilizing military intelligence analytical tools methodology and tools to non-traditional military operations such as combating terrorism. Ensured the fusion of human intelligence with technical intelligence sources to develop a comprehensive, multi-disciplined intelligence product. Established and maintained databases on threat capabilities, intentions, and friendly vulnerabilities; prepared threat estimates for contingency plans and operations; and coordinated analytical support for

major training exercises. Provided technical advice and assistance to commanders on counter-intelligence and human intelligence capabilities, operations and training. Worked with staff professionals to integrate counter-intelligence considerations into operations security, information operations and force protection plans. Commanded a detachment of 39 reservists providing intelligence in support of the Global War on Terrorism. Planned and executed specialized training to prepare these soldiers for follow-on deployments to US Central Command Headquarters, Iraq, Afghanistan and Africa.

Regional Operations Manager, Northwest Protective Services, Inc., Tacoma, WA, 3/98 - 6/02

Managed operations for a 175-person division providing unarmed security services to commercial, residential and industrial clients. Conducted assessments of client facilities, developed site instructions and implemented security operations in accordance with contractual agreements. Oversaw staffing, training and scheduling of personnel by the human resources and customer service departments. Served as a liaison between the corporation, the division and the clients on all security related issues. Prepared and presented security recommendations, negotiated service rates, and prepared contracts for clients.

Counterintelligence/Human Intelligence Officer [Captain (CPT)/MI], 368th Military Intelligence Battalion (US Army Reserve), Tumwater, WA, 3/98 - 12/01

Directed the collection, analysis, processing and dissemination of information derived from human resources to answer intelligence requirements specifically focused on asymmetric threats posed by foreign intelligence services, unconventional warfare forces, terrorist organizations and other extremist groups. Experienced at adapting and utilizing military intelligence analytical tools methodology and tools to non-traditional military operations such as combating terrorism. Ensured the fusion of human intelligence with technical intelligence sources to develop a comprehensive, multi-disciplined intelligence product. Established and maintained databases on threat capabilities, intentions, and friendly vulnerabilities; prepared threat estimates for contingency plans and operations; and coordinated analytical support for major training exercises. Provided technical advice and assistance to commanders on counter-intelligence and human intelligence capabilities, operations and training. Worked with staff professionals to integrate counter-intelligence considerations into operations security, information operations and force protection plans. Trained personnel on various intelligence functions with specific emphasis on analysis and production, counter-intelligence techniques and procedures, and human intelligence operations.

Intelligence/Counter-Intelligence Officer [CPT/MI], US Army Intelligence and Security Command, Fort Huachuca, AZ, 8/94 - 2/98

Coordinated strategic and operational intelligence, counter-intelligence, and information warfare concepts, doctrine, material development and training issues with the US Army Intelligence Center and School. Participated in requirements determination boards and provided subject matter expertise to the development of concepts which identified and defined the roles, functions and operational employment of military intelligence assets for the US Army in 2010. Supervised the interactions between US Army organizations and civilian contractors on the development of counter-intelligence automation initiatives including software development decisions, acceptance testing, and site surveys for the Department of Defense Counter-intelligence Integrated Information System. Planned, coordinated and executed specialized joint and national intelligence agency training courses to expand the professional development of US Army intelligence officers. Managed an Adjunct Faculty Program to enhance the relevance of

the institutional instruction by bringing senior intelligence professionals from strategic military units and national intelligence and law enforcement agencies to present information briefings on current operations to students and faculty. Expanded the program to include senior executives from the Defense Intelligence Agency, Central Intelligence Agency, National Security Agency and the Federal Bureau of Investigation. Managed the US Army Counter-intelligence Badge and Credentials Program on behalf of the Department of the Army. Assumed command of the organization for 60 days.

Counter-intelligence/Intelligence Officer [CPT/MI], 205th Military Intelligence Brigade, Frankfurt, Germany, 7/91 - 7/94

Commanded 100 counter-intelligence specialists dispersed among seven cities in central and southern Germany. Supervised the conduct of personal security background investigations, national security crime investigations, vulnerability assessments, and other authorized counter-intelligence operations. Reorganized personnel and assets to more efficiently handle an increased investigation workload, resulting in a 50% reduction in pending investigations and increased support to community security agencies. Recognized by the Defense Investigative Service and the Commanding Generals of V Corps and US Army Europe for top quality and quantity of investigations. Provided counter-intelligence support to the protection of US personnel, organizations and facilities through the collection and reporting of threat information, and liaison with US and German intelligence and law enforcement agencies. Trained and deployed personnel to provide counter-intelligence, security and intelligence support to peacekeeping operations in Turkey and Croatia. Served as an Adjunct Faculty Instructor for courses at the NATO School and German Army Signal School. As a counter-intelligence research and analysis specialist, directed the processing, analysis and dissemination of intelligence and security information pertaining to threats posed to soldiers, family members and installations by foreign intelligence services, terrorist organizations and extremist groups. Established and maintained databases on indigenous, transnational and international terrorists groups operating on the European continent, as well as in the Middle East and North Africa. Developed comprehensive profiles on terrorist organizations and key personalities to increase situational understanding of their methods of operation and target selection. Provided threat assessments to protective details escorting VIPs traveling throughout Germany. Prepared and presented weekly counter-intelligence and intelligence briefings to Senior Military Executives. Maintained routine liaison with French, German and Canadian military intelligence agencies. Served as a primary planner for the US ceremonies commemorating the 50th Anniversary of the Normandy Invasion. Coordinated the transportation of personnel and equipment to France, ceremonial support and logistics for five National and countless local French village ceremonies, and lodging for approximately 2,500 ceremonial participants. Worked closely with military police, law enforcement agencies and the US Secret Service on security operations for the national ceremonies that were attended by foreign heads of state and dignitaries including President Clinton.

Student [CPT/MI], US Army Intelligence Center and School, Fort Huachuca, AZ, and US Army Command and General Staff College, Fort Leavenworth, KS, 7/90 - 6/91

Attended the Military Intelligence Officer Transition Course (MIOTC), the Military Intelligence Officer Advanced Course (MIOAC), the Counter-intelligence (CI) Officer, the Intelligence in Combating Terrorism (ICT) Course and the Combined Arms and Services Staff School (CAS3). The Military Intelligence Officer training curriculum covered subjects necessary to fully understand military and national Intelligence and Electronic Warfare (IEW) organizations, systems and operations. As the Honor Graduate for MIOTC and MIOAC, exceeded course

standards by achieving cumulative scores of 99.31% and 99.35%. The CI Officer Course taught the basic skills, concepts, principles and techniques required to manage and perform tactical and strategic CI investigations and operations. Graduated the CI Officer Course with a cumulative score of 98.46% and was certified by the Department of the Army as a Counter-intelligence Special Agent. The ICT curriculum covered the skills and knowledge required to conduct comprehensive terrorist threat assessments. It included detailed information on the dynamics of terrorism, ideological motivations, terrorism structures and linkages, and terrorist tactics, goals and strategies. CAS3 is a rigorous staff officer's management training program designed to improve student's ability to: analyze and solve military problems; interact and coordinate as a member of a staff; write and brief effectively; and understand Army organization, operations, and procedures.

S2, Intelligence and Security Officer [CPT/MI], 3rd Battalion, 47th Infantry Regiment, Fort Lewis, WA, 5/89 - 6/90

Advised the commander on all aspects of intelligence and security. Duties included directing, supervising and coordinating the planning, collection, analysis, production and dissemination of all source intelligence; supervising and performing intelligence preparation of the battlefield; and informing the commander and subordinate units on the enemy situation, their capabilities, weather and terrain. Trained personnel assigned to the intelligence staff to become superior analysts. Developed and published intelligence handbooks and created intelligence products. As the Battalion's Security Manager, had overall responsibility for information systems security, personnel and information security, physical security, crime prevention, and classified material control and accountability. Conducted training for and inspections of subordinate units' security programs. Achieved scores in excess of 90% on every higher-headquarters directed inspections of intelligence and security programs. Served as the Intelligence Oversight Officer.

- **Education**

University of South Carolina, Columbia, SC, Bachelor's Degree - 8/85, Major: Political Science

Command and General Staff Officers Course, US Army Command & General Staff College, Fort Leavenworth, KS, 2005

Combined Arms and Services Staff School, US Army Command & General Staff College, Fort Leavenworth, KS, 1991

Military Intelligence Officer Transition Course, Military Intelligence Officer Advanced Course, US Army Counter-intelligence Special Agent Course, US Army Intelligence Center & School, Fort Huachuca, AZ, 1991

Infantry Officer Basic Course, US Army Infantry Center & School, Fort Benning, GA, 1986

- **Job-Related Training**

Reserve Component National Security Course, 80 hrs, National Defense University, Fort McNair, Washington, DC, 2008

Senior Cryptologic Reserve Officers Course, 80 hrs, National Security Agency, Fort Meade, MD, 2008

Military Intelligence Brigade/Battalion Pre-Command Course, 80 hrs, US Army Intelligence Center & School, Fort Huachuca, AZ, 2008

Intelligence Collection Battle Management Course, 32 hrs, Joint Intelligence Training Activity Pacific, Fort Lewis, WA, 2005

Theater and National Support to the Combined Joint Task Force CJ2X, 40 hrs, Joint Military Intelligence Training Center, Fort Lewis, WA, 2004

Reid Technique of Interviewing and Interrogation (Basic & Advanced), 40 hrs, John E. Reid & Associates, 1999 & 1995

Special Counter-intelligence Training Seminar on Advanced Applications of Intelligence Techniques, 40 hrs, Phoenix Consulting Group, Inc., Huntsville, AL, 1997

Army Operations Security Course, 40 hrs, Deputy Chief of Staff for Operations, Department of the Army, Fort Huachuca, AZ, 1997, 1996 (40 hours)

Strategic Approaches to Counter-intelligence, 32 hrs, National Counter-intelligence Center, Washington, DC, 1997

Joint Military Planners Course, 40 hrs, Director of Operations, Joint Staff, Washington, DC, 1996

Army Military Planners Course, 40 hrs, Director of Operations, Army Staff, Washington, DC, 1996

Supervisor Development Course, 40 hrs, Army Training Support Center, Fort Eustis, VA, 1996

Joint Counter-intelligence Staff Officers Course, 40 hrs, Defense Intelligence Agency, Fort Lewis, WA, 1995

Company Commander's Course, 80 hrs, 7th Army Training Command, Vilseck, GE, 1992

Intelligence in Combating Terrorism, 80 hrs, US Army Intelligence Center and School, Fort Huachuca, AZ, 1991

US Army Counter-intelligence Special Agent Course, 8 weeks, US Army Intelligence Center & School, Fort Huachuca, AZ, 1991

3.3 – References

Operational Applications Incorporated grants permission to WSP to contact each and every listed reference.

3.3.1 – Dennis Gerber

Name	Sergeant Ray Green (retired King County Sheriff's Office)
[REDACTED]	[REDACTED]
Telephone Number	[REDACTED]
Fax Number	NA
Email	[REDACTED]
Type service provided	Sergeant Green was my direct supervisor during my three years as an intelligence analyst in the King County Regional Intelligence Group

Name	Don Perrson (Renton City Councilman); retired Deputy Chief, Renton Police Department
Address	538 Renton Avenue South Renton, Washington 98055
Telephone Number	425-271-6935
Fax Number	NA
Email	dperrson@ci.renton.wa.us
Type service provided	Supported Don Perrson as a police commander; I supervised over 100 full-time personnel; conducted employee training, workflow coordination, scheduling, evaluation and discipline

Name	Denis Law (Mayor, City of Renton)
Address	Renton City Hall 1055 South Grady Way Renton, Washington 98055
Telephone Number	425-430-6500
Fax Number	NA
Email	dlaw@ci.renton.wa.us
Type service provided	Supported Denis Law on city, community and Rotary projects

3.3.2 – Sara Lacy

Name	COL Todd O'Bradovich, Commander, 345 th MI Battalion
Address	Headquarters and Headquarters Detachment 345 th Military Intelligence Battalion Fort Gordon, Georgia 30905
Telephone Number	256-876-1662
Fax Number	NA
Email	todd.obradovich@us.army.mil
Type service provided	Performed as company commander under COL O'Bradovich's battalion command

Name	COL Steve Carney, Executive Officer, 504 th MI Brigade
Address	158 Harmon Drive Northfield, Vermont 05663
Telephone Number	802-485-2491
Fax Number	NA
Email	steve.carney@us.army.mil
Type service provided	Performed as the brigade personnel and administrative officer under COL Carney during deployment to Iraq

Name	COL Joseph McNeill, Executive Officer, 504 th MI Brigade
Address	208 Turtle Creek Drive Killeen, Texas 76542
Telephone Number	NA
Fax Number	NA
Email	joseph.mcneill@us.army.mil
Type service provided	Performed as the brigade personnel and administrative officer under COL McNeill during garrison command in Texas and during brigade deployment to Iraq

3.3.3 – Kia Graham

Name	Ron Compton, analyst
Address	Joint Intelligence Group Joint Task Force-Guantanamo Bay Cuba
Telephone Number	818-285-9383
Fax Number	NA
Email	[REDACTED]
Type service provided	Co-worker with Ron Compton in both Guantanamo Bay Cuba and Iraq. He was an analyst on the Gulf States regional team within the Interrogation Control Element (ICE), while I was on the North Africa/Europe regional team

Name	CW3 Richard Sundstrom, master analyst
Address	Company A 373 Military Intelligence Battalion Tumwater, Washington 98511
Telephone Number	360-269-4251
Fax Number	NA
Email	[REDACTED]
Type service provided	Mentor since I was a private; we both deployed to Korea in 2004 and to Guantanamo Bay

Name	SFC David Schoonmaker
Address	Company A 373 Military Intelligence Battalion Tumwater, Washington 98511
Telephone Number	360-786-0771
Fax Number	NA
Email	david.schoonmaker@usar.army.mil
Type service provided	I am assigned to Company A, 373 MI Battalion and SFC Schoonmaker is the company First Sergeant; he is the unit senior Non-Commissioned Officer and I support him as one of the company's Non-Commissioned Officers

3.3.4 – Kathleena Almquist

Name	MAJ Jon Clausen, Brigade S2 (Senior Intelligence Officer)
Address	4103 Cavalry Court Leavenworth, Kansas 66048
Telephone Number	913-240-9096
Fax Number	NA
Email	jon.clausen@us.army.mil
Type service provided	MAJ Clausen depended upon me for timely intelligence products, thorough analysis, and my ability to identify and fill information gaps before pushing products and information on to others. MAJ Clausen relied on my team to convey intelligence to him and the brigade command group while they were operating in and around Iraq

Name	MAJ Michael Edwards, Brigade S2X (Senior Counter-Intelligence Officer)
Address	8408 205th Street Court East Spanaway, Washington 98387
Telephone Number	202-286-7864
Fax Number	NA
Email	michael.g.edwards@us.army.mil
Type service provided	Major Edwards served as the Brigade S2X: the counterintelligence hub of the Stryker Brigade. He often utilized many of my intelligence products, requested analysis to corroborate HUMINT reporting, and observed my work ethic in a real world environment

Name	Sergeant Robert Flores, Brigade S2 Non-Commissioned Officer
Address	96 University Apartments Charleston, Illinois 61920
Telephone Number	224-944-9556
Fax Number	NA
Email	robert.h.flores@us.army.mil
Type service provided	As my direct supervisor during my deployment in support of Operation Iraqi Freedom 2006 - 2007, Sergeant Robert Flores observed my professional performance, attitude, and leadership abilities in an operational environment. SGT Flores relied on me to relay accurate, complete, and timely intelligence products to intelligence professionals and commanders at the brigade level; higher, adjacent, and subordinate commands

3.3.5 – Neoma Skye

Name	Colonel Gary Royster, US Army retired; Deputy Director of Intelligence, Joint Inter-Agency Task Force West
Address	JIAF/Intelligence US PACOM Camp HM Smith, Hawaii 96861
Telephone Number	808-477-9861
Fax Number	NA
Email	gary.royster@us.army.mil
Type service provided	COL Royster was my senior supervisor while working in the USARPAC G-2 as the JTTF-P liaison and can attest to my diligence, analytical and briefing skills, and overall job performance

Name	Lieutenant Colonel Gary Smith, US Army retired; Intelligence Analyst, South Sound Regional Intelligence Group, Tacoma Police Department/Pierce County Sheriffs Department
Address	Tacoma Police Department 3701 South Pine Street Tacoma, Washington 98409
Telephone Number	253-594-7964
Fax Number	NA
Email	gary.smith@ci.tacoma.wa.us
Type service provided	LTC Smith was my immediate supervisor while working in the USARPAC G-2 as the JTTF-P liaison and can attest to my liaison, analytical and briefing skills, and overall job performance

Name	Vance Whippo; First Sergeant, 373 rd Military Intelligence Battalion
Address	7020 60 th Drive Northeast Marysville, Washington 98270
Telephone Number	206-786-5461
Fax Number	NA
Email	[REDACTED]
Type service provided	First Sergeant Whippo is my senior leader in my current US Army Reserve unit (373 rd MI BN, B Co.) and can attest to my leadership, training skills and general professionalism

3.3.6 – Bill Evans

Name	Brigadier General Leslie A. Purser, Commanding General Military Intelligence Readiness Command
Address	8831 John J Kingman Rd Fort Belvoir, Virginia 22060
Telephone Number	703-806-5043
Fax Number	NA
Email	leslie.purser@us.army.mil
Type service provided	I serve as a commander under Brigadier General Purser and am responsible for providing multi-discipline intelligence and counterintelligence support for contingency operations worldwide. Responsible for the management, training, and readiness of 290 authorized personnel and millions of dollars in organizational equipment

Name	Lieutenant Colonel Roger Fortier, US Army retired; former Chief G2 Plans, First Corps, Fort Lewis
Address	8703 109th ST CT SW Lakewood, Washington 98498
Telephone Number	253-686-1322
Fax Number	NA
Email	roger.fortier@us.army.mil
Type service provided	I supported LTC Fortier by directing the research, analysis, and production of information pertaining to terrorist activities, indications and warnings of regional conflicts, political instability and emerging military technologies throughout the Pacific-theater. Provided guidance and oversight in the production of daily intelligence read files and weekly update briefings for Senior Military Executives. Planned, prepared and supervised intelligence support to training exercises in Korea, Japan and Thailand. Formulated training strategies to test and integrate complex intelligence procedures

Name	Colonel Harvey Crockett, US Army retired; former G2, First Corps, Fort Lewis
Address	Elk Grove, California 95758
Telephone Number	916-600-9467
Fax Number	NA
Email	harvey.crockett@us.army.mil
Type service provided	I supported COL Crockett as the Senior Intelligence Research and Analysis Specialist for the Corps Intelligence Directorate during several multi-agency and multi-national intelligence operations in Korea and Japan. Led and trained functional teams in the analysis and correlation of single source information into a timely, synthesized intelligence product to support of senior military decision makers. Developed professional and personal relationships with foreign military officers to foster to enhance bi-lateral partnerships and increase security cooperation

3.4 – Related Information

3.4.1 – Prior contractual work with Washington State

Operational Applications Incorporated has successfully provided criminal intelligence analytical services from July 2006 to September 2008 under a WSP task order generated by RFQQ No. C060226PSC. Doug Larm performed as the intelligence analyst with the Seattle Police Department under provisions of this state contract. Additionally, Dennis Gerber, an independent contractor at the time, provided criminal intelligence analytical services under the same task order from 2005-2008 as a King County Regional Intelligence Group analyst.

3.5 – Waiver and Authorization to Release Information

Original signed copies of one Waiver and Authorization to Release Information form is submitted from each proposed team member. They are attached in Section 5 of this proposal.

QUOTATION

4.1 – Identification of Costs

Hourly rate for criminal intelligence analyst services:

Analyst	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10-9/30/11	10/1/11-9/30/12
Dennis Gerber	\$50	\$52	\$54	\$56
Sara Lacy	\$50	\$52	\$54	\$56
Neoma Skye	\$50	\$52	\$54	\$56
Kia Graham	\$48	\$50	\$52	\$54
Kathleena Almquist	\$48	\$50	\$52	\$54

Hourly rate for criminal intelligence analyst-lead service:

Lead Analyst	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10-9/30/11	10/1/11-9/30/12
Bill Evans	\$60	\$63	\$66	\$69

4.2 – Basis for Determining Rates

Operational Applications submits hourly rate quotations as including all costs associated with providing services, including team member salaries and benefits, industrial insurance and applicable federal, state and local taxes.

Out year hourly rate increases is based on Amendment 1 to RFQQ No. C090433PSC dated October 31, 2008. This amendment allows up to a 5% annual increase. Operational Applications proposes an under 5% average increase for each federal fiscal year starting October 1, 2009.

Operational Applications understands WSP will reimburse for a maximum one hundred seventy-three (173) hours per month for each team member providing services under contract resulting from this RFQQ. Further, Operational Applications acknowledges provisions for worksite, office supplies, personal computer and communications shall be provided to the team members and any such goods and/or services obtained, developed and/or provided shall remain the property of WSP.

Operational Applications understands when team member services are required by WSP at locations other than the worksite, WSP will reimburse 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) available at the Office of Financial Management’s SAAM website: (www.ofm.wa.gov/policy/saamintro.htm).

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:

DENNIS E. GERBER			
Applicant Name (First, Middle, Last)			
N/A			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[REDACTED]		[REDACTED]	
Address	City	State	Zip Code
[REDACTED]		[REDACTED]	
Social Security Number		Date of Birth	
[REDACTED]		[REDACTED]	
Dennis E Gerber		11-12-2008	
Applicant Signature		Date	

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

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.

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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:

Sara Michelle Lacy			
Applicant Name (First, Middle, Last)			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[Redacted]			
Address	City	State	Zip Code
[Redacted]	[Redacted]	[Redacted]	[Redacted]
Social Security Number	7 June 76		
[Redacted]	Date of Birth		
[Redacted]	12 Nov 08		
[Redacted]	Date		
Applicant Signature		Date	

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

WAIVER AND AUTHORIZATION TO RELEASE INFORMATION

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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:

Kia Marie Graham			
Applicant Name (First, Middle, Last)			
Other names you have been know by, including prior marriage(s) or nickname(s)			
██████ █████ █████	██████████	███	██████
Address	City	State	Zip Code
████ █████ █████	03 February 1983		
Social Security Number	Date of Birth		
Khalia Rhee		12 NOV 08	
Applicant Signature		Date	

Washington State Patrol RFQQ No. C090433PSC (Exhibit E)

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.

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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:

Kathleena Maria Almarist			
Applicant Name (First, Middle, Last)			
Kat			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[Redacted]			
Address		City	State
[Redacted]		[Redacted]	[Redacted]
[Redacted]		08 Dec 1984	
Social Security Number		Date of Birth	
[Redacted]		[Redacted]	
Kathleena Almarist		12 Nov 2008	
Applicant Signature		Date	

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

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.

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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:

NEOMA TZIGANE SKYE			
Applicant Name (First, Middle, Last)			
NEOMA NAAKTBEEREN, NEOMA RILEY, NEOMA RHOTON (MADEN)			
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		
██████████	██████████		
NEOMA SKYE		11 NOV 08	
Applicant Signature		Date	

Washington State Patrol RFQQ No. C090433PSC (Exhibit E)

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.

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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.

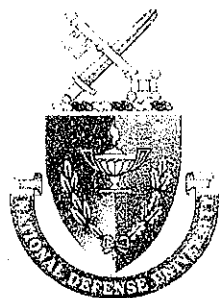
To be completed by the applicant:

WILLIAM EUGENE EVANS			
Applicant Name (First, Middle, Last)			
Bill; BILLY			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[REDACTED]		[REDACTED]	
Address	City	State	Zip Code
[REDACTED]		[REDACTED]	
Social Security Number		Date of Birth	
[REDACTED]		[REDACTED]	
[Signature]		11 NOVEMBER 2008	
Applicant Signature		Date	

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

National Defense University

Washington, D.C.



awards this
Diploma
to

LTC William E. Evans

for successfully completing the
Reserve Components National Security Course
presented by the Joint Reserve Affairs Center
14 July - 25 July 2008

Kasfi L. Yatto

Kasfi L. Yatto
Colonel, U.S. Army National Guard
Director

E. C. Wilson

E. C. Wilson
Lieutenant General, U.S. Marine Corps
President



Joint Intelligence Training Activity Pacific

This is to certify that

MAJ William E. Evans

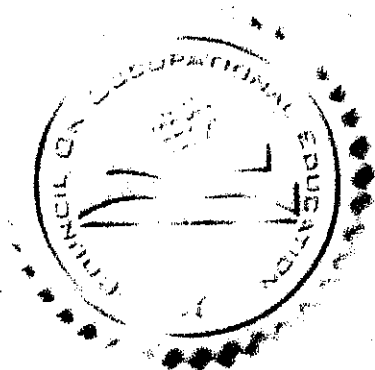
has satisfactorily completed the

Intelligence Collection Battle Management Course

Given the 25th - 28th October, 2005

presented by

Joint Intelligence Training Activity Pacific
3955 North Harbor Drive • San Diego, California 92101



Patricia M. Mulvihill
LTC, USA
COMMANDING OFFICER

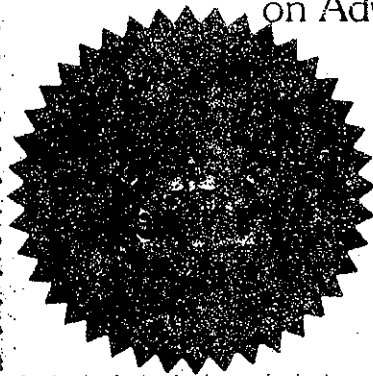
Certificate of Training

This is to certify that
WILLIAM E. EVANS

has satisfactorily completed the requirements of

The Five Day
Special Counterintelligence Training Seminar
on Advanced Applications of Intelligence Technologies

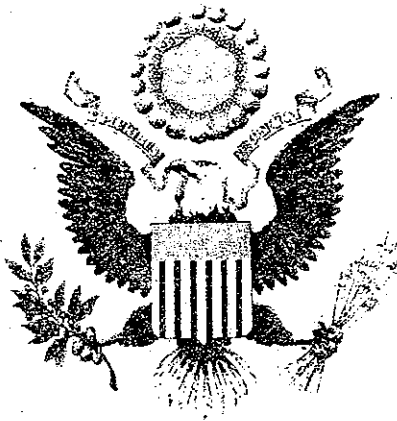
Conducted at Fort Drum, New York, 21 - 25 July 1997



John A. Nolan, III CPP, OCP
Director of Training

Phoenix Consulting Group, Incorporated

The United States of America



CAPT. William W. Evans

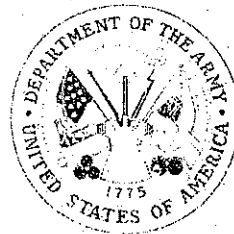
*on 27 February, 1997, is hereby
awarded this certificate for completing the seminar*

Strategic Approaches to
Counterintelligence



Sponsored by
National Counterintelligence Center
Washington, D.C.

Michael J. Waguespack, Director
National Counterintelligence Center



DEPARTMENT OF THE ARMY

This is to certify that

CPT WILLIAM E. EVANS

has successfully completed

**The HQDA Operations Security Officer Course
25-29 August 1997**

Given at Fort Huachuca, Arizona

THOMAS M. BELCHER
Senior Instructor, Course Manager

Joint Military Intelligence Training Center

Certificate of Training

This is to certify that

CAPTAIN WILLIAM E. EVANS
251-23-0279

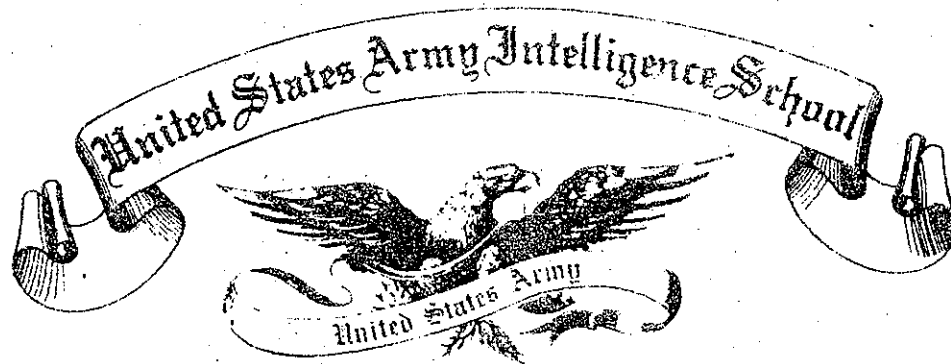
has successfully completed the
Mobile Joint Counterintelligence Staff Officers Course
during the period

11 - 15 September 1995



40 Hours/Fort Lewis, WA

Robert L. DeGross
Director



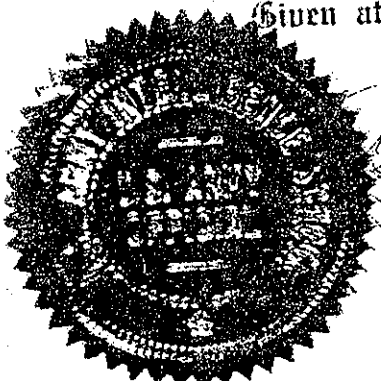
To all who shall see these presents greeting
Be it known that CPT WILLIAM E. EVANS, 251-23-0279 having successfully fulfilled
the requirements of instruction prescribed for the
INTELLIGENCE IN COMBATting TERRORISM COURSE (3C F14/244-F8)
12 March - 25 March 1991
is hereby declared a

Graduate

In testimony Whereof, and by authority vested in us,
We do confer upon the individual this

Diploma

Given at Fort Huachuca, Arizona this 25TH day of MARCH 19 91

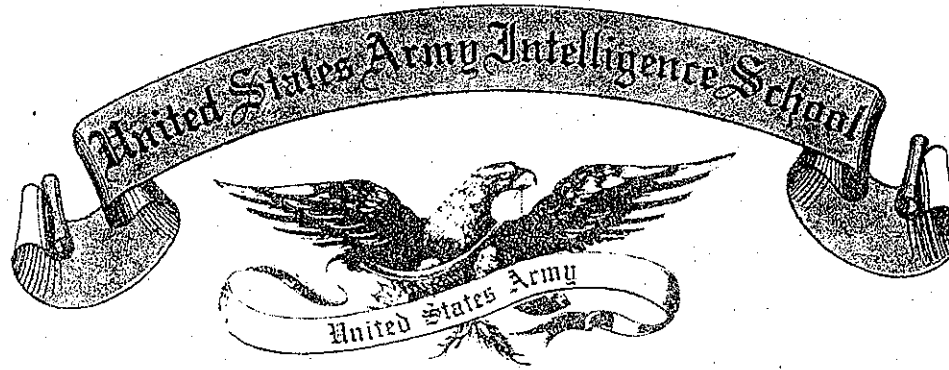


[Signature]
Assistant Commandant

[Signature]
Commandant

Accredited by
North Central
Association of
Colleges and Schools

The



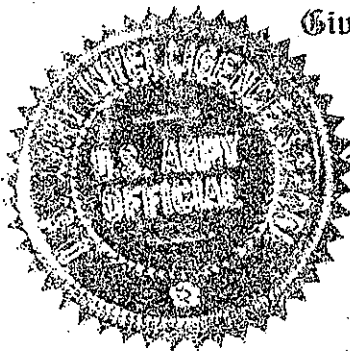
To all who shall see these presents greeting
Be it known that CPT WILLIAM E. EVANS, 251-23-0279 having successfully fulfilled
the requirements of instruction prescribed for the
MILITARY INTELLIGENCE OFFICER ADVANCED COURSE (3-30-C22-35E)
28 September 1990 - 23 February 1991
is hereby declared a

Graduate

In testimony Whereof, and by authority vested in us,
We do confer upon the individual this

Diploma

Given at Fort Huachuca, Arizona this 23RD day of FEBRUARY 1991



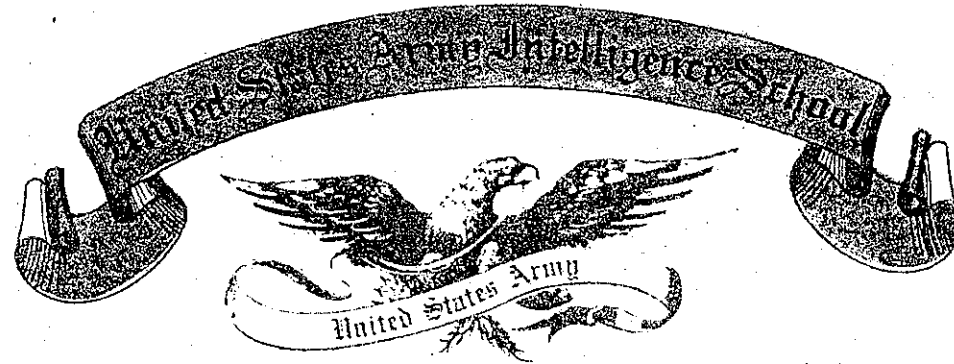
Frederick Thomas

Assistant Commandant

P. M. ...

Commandant

Accredited by
North Central
Association of
Colleges and Schools



To all who shall see these presents greeting
 We it know that CPT WILLIAM E. EVANS, 251-23-0279 having successfully fulfilled
 the requirements of instruction prescribed for the
 MILITARY INTELLIGENCE OFFICER TRANSITION COURSE (3A-35D/S15M)
 23 July - 20 September 1990
 is hereby declared a

Distinguished Graduate

In testimony Whereof, and by authority vested in us,

We do confer upon the individual this

Diploma

Given at Fort Huachuca, Arizona this 20TH day of SEPTEMBER 19 90



Frederick Thomas
 Assistant Commandant

P. M. ...
 Commandant

Accredited by
 North Central
 Association of
 Colleges and Schools

Bill Evans

W1118

11/1/09-9/30/09

$$\$60^{\infty} \times 173 \times 9 \times 1.05 = \$98,091.00$$

99,000

10/1/09 - 9/30/10

$$\$63^{\infty} \times 173 \times 12 \times 1.05 = \$137,327.40$$

138,000

10/1/10 - 9/30/11

$$\$66^{\infty} \times 173 \times 12 \times 1.05 = \$143,866.80$$

144,000

10/1/11 - 9/30/12

$$\$69^{\infty} \times 173 \times 12 \times 1.05 = \$150,406.20$$

151,000

Rate x hours x months x 5%

$$\$529,691.40$$

532,000

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C090433PSC (2)		Other Contract Number		A/R Number	
Contract Start Date January 20, 2009		Contract End Date September 30, 2012		AFRS End Date	
Contract Title Lead Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Operational Applications Inc.					
Contractor Contact Address 4227 South Meridian Suite C366, Puyallup WA 98373					
Contractor Contact Name Mr. Doug Larm		Contractor Contact Phone 253-226-9564		Contractor EIN/SSN 30-0369267	
Contractor E-Mail Address doug.larm@operationalapplications.com		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager Lt. Randy Drake		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Sue Aschenbrenner	

Remarks: AMENDMENT 2 REVISES THE FEES SCHEDULE ON BASE AGREEMENT CHANGING FROM STATE FISCAL YEAR TO FEDERAL FISCAL YEAR. ACTUAL FEES AND ALL OTHER TERMS REMAIN UNCHANGED.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$532,000	Grants and Contracts Manager	<i>[Signature]</i> 12/16/09
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i> 1/22/09
Revised Total Amount	\$532,000	Budget Manager	<i>[Signature]</i> 1/22/09
Indirect Costs %		Accounting Manager	<i>[Signature]</i> 1/22/09

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WASB	001	01*	00271	WASB	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**

WSP Contract No. C090433PSC
Amendment 1

*Amendment 1 to base
agreement but due to
Task Order #1, this
amendment is now
#2.*

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol and C Applications Inc. is hereby amended as follows:

Paragraph 5. Fees is revised and replaced by the following:

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

Contractor Employee	Initial - 9/30/09	10/1/09 - 9/30/10	10/1/10 - 9/30/11	10/1/11 - 9/30/12
Bill Evans	\$60.00	\$63.00	\$66.00	\$69.00

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>

This Amendment takes effect on January 20, 2008.
All other terms and conditions of this Contract remain in full force and in effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

OPERATIONAL APPLICATIONS INC

Paul S. Beckley

John R. Batiste, Chief

Don Lacy

Signature
*DON LACY
PRESIDENT*

1-23-09

Date

1/20/2009

Date

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

January 28, 2009

Mr. Doug Larm
Operational Applications Inc.
4227 South Meridian Suite C366
Puyallup WA 98373

Subject: Amendment 2 to WSP Agreement No. C090433PSC

Enclosed with this letter is one fully executed amendment of the referenced agreement between you and the Washington State Patrol. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

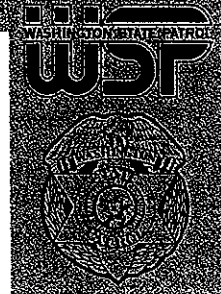
for, Cindy L. Haider
Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosure

MAILED
1/28/09



WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeffrey Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 2 to WSP Contract No. C090433PSC
DATE: January 28, 2009

Attached is a fully executed copy of the above-listed amendment between the Washington State Patrol and Operational Applications Inc, Lead Criminal Intelligence Analyst Bill Evans.

The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above; please use this number on all correspondence associated with this contract. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at Micro 12, ext. 11071.

Call for JRH:clh
Attachment

cc: Ms. Sue Aschenbrenner, Budget and Fiscal Services
Ms. Tanya Pierce, Budget and Fiscal Services

MAILED
1/28/09





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C090433PSC (2) Period of Performance: 1/20/09-9/30/12
 Contract Title: Lead Criminal Intelligence Analyst
 Other Party: Operational Applications

Amount: \$532,000
 Payable
 Receivable
 Other: _____

Scope of Work: Am 2 revises the Fees Schedule on base agreement. State fiscal year to federal year. All actual fees and terms remain unchanged.

Comments:
 Grants and Contract Manager: JRH 1/23

BFS Administrator: [Signature] OK

Management Services Bureau Director: [Signature] 1/23/09

Chief/Deputy Chief: [Signature] 1-23-09

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol and Operational Applications Inc. is hereby amended as follows:

Paragraph 5. Fees is revised and replaced by the following:

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<u>Contractor Employee</u>	<u>Initial – 9/30/09</u>	<u>10/1/09 – 9/30/10</u>	<u>10/1/10 – 9/30/11</u>	<u>10/1/11 – 9/30/12</u>
Bill Evans	\$60.00	\$63.00	\$66.00	\$69.00

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>

This Amendment takes effect on January 20, 2008.


All other terms and conditions of this Contract remain in full force and in effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

OPERATIONAL APPLICATIONS INC

John R. Batiste, Chief


Signature *DOUG LARKIN*
PRESIDENT

Date

1/20/2009

Date

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Tuesday, January 20, 2009 1:44 PM
To: 'Doug Larm Operational Applications'
Subject: Amendment 1
Attachments: AmdBillEvans.DOC

Hello Doug,
Attached is the amendment we had discussed for the contract for Bill Evans. Please print out 2 sets, sign both sets, and mail both sets to my attention at the following:

Washington State Patrol
Budget and Fiscal Services
PO Box 42602
Olympia WA 98506

Let me know if you have any questions – have a great day

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol and Operational Applications Inc. is hereby amended as follows:

Paragraph 5. Fees is revised and replaced by the following:

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

Contractor Employee	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10 – 9/30/11	10/1/11 – 9/30/12
Bill Evans	\$60.00	\$63.00	\$66.00	\$69.00

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>

This Amendment takes effect on January 20, 2008.
All other terms and conditions of this Contract remain in full force and in effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

OPERATIONAL APPLICATIONS INC

John R. Batiste, Chief

Signature

Date

Date

PSCD OFFICE OF FINANCIAL MANAGEMENT Personal Service Contracts Database

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[Filing Summary](#) [Original Filing Summary](#) [Filing Justification](#) [Original Filing Justification](#) **Correspondence** [Attachments](#)

Currently Processing

 [To Main Correspondence](#)

Filing Number: Not Yet Available

Agency: WSP

Reference Number: 64809

Legal Name: Larm, Doug

Status:



Question

Date:

By:


12/30/2008

Jan McMullen

Regarding:

Dollars correct?

Question:

Status 

The contract and the filing both reference an end date of 9/30/2012. Statement of Work Section 5, Fee references hourly rates based upon SFY (state fiscal year). The last SFY 11 rate is the last one referenced. SFY 11 would end on 6/30/2012, but the contract runs through 9/30/2012. What rate will WSP be paying during the time period of 7/1/2012 - 9/30/2012. Please attach a corrected copy if it is not too late since the contract has a 1/1/09 start date.

Answer Date:

By:

Answer:

Legend



In Process - Being Analyzed



In Process - Request Further Info



Created Correspondence



New Question



New Comment



Saved Question



Responded Question

*Change actual agreement for OFM
send Admin amendment to Doug Larm
SFY to Fed.*

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 12/16/08

LDS +/+

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C090433PSC (1)		Other Contract Number		A/R Number	
Contract Start Date January 1, 2009		Contract End Date September 30, 2009		AFRS End Date	
Contract Title Lead Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Operational Applications Inc.					
Contractor Contact Address 4227 South Meridian Suite C366, Puyallup WA 98373					
Contractor Contact Name Mr. Doug Larm		Contractor Contact Phone 253-226-9564		Contractor EIN/SSN 30-0369267	
Contractor E-Mail Address doug.larm@operationalapplications.com		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager Lt. Randy Drake		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Sue Aschenbrenner	

Remarks: TASK ORDER NO. 1. PERIOD OF PERFORMANCE AND AMOUNT IS FOR THIS TASK ORDER ONLY. REIMBURSES CONTRACTOR AT HOURLY RATE OF \$60.00 (SFY09).

60.00 X 173 X 9 X 1.05 = \$98,091.00

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 12/17
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$99,000	Budget Manager	<i>[Signature]</i> 12/18/08 Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Costs	%	Accounting Manager	<i>[Signature]</i>

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
117A38	001	01*	00271	WA38	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090433PSC**
Task Order Number: **1**

Contractor: **Operational Applications Inc.**

Period of Performance for Task Order: January 1, September 30,
Start Date: 2009 End Date: 2009

Description of Service: The Contractor's Employee (Bill Evans) shall provide lead criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor's Employee during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$60.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C090433PSC.

Maximum Task Order Amount: \$99,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Doug Larm, (253) 226-9564

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

Paul S. Beckley 1-9-09
John R. Batiste, Chief Date

[Signature] 29 DEC 2008
Signature Date

DOUG LARM PRESIDENT
Printed Name and Title



Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C090433PSC (1) Period of Performance: 1/1/09-9/30/09

Contract Title: Lead Criminal Intelligence Analyst Services

Other Party: Operational Applications Inc.

Amount: \$ 99,000

- Payable
- Receivable
- Other: _____

Scope of Work: 1st Task Order Analyst Bill Evans
Reimburses \$60.00 per hour based on 173 hrs per month.

Comments:

Grants and Contract Manager: JRH 1/8

BFS Administrator: FED GRANT FUNDS [Signature] CK

Management Services Bureau Director: [Signature] 1/8/09

Chief/Deputy Chief: [Signature] 1-9-09

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 12/16/08

LDS

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C090433PSC		Other Contract Number	A/R Number
Contract Start Date January 1, 2009		Contract End Date September 30, 2012	AFRS End Date
Contract Title Lead Criminal Intelligence Analyst Services			CFDA No. QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Operational Applications Inc.			
Contractor Contact Address 4227 South Meridian Suite C366, Puyallup WA 98373			
Contractor Contact Name Mr. Doug Larm		Contractor Contact Phone 253-226-9564	Contractor EIN/SSN 30-0369267
Contractor E-Mail Address doug.larm@operationalapplications.com		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager Lt. Randy Drake		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Sue Aschenbrenner

Remarks: Requires separate task orders – do not encumber.

Bill Errows - lead

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 12/17/08
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$532,000	Budget Manager	<i>[Signature]</i> 12/16/08 Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 12/16/08

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ8	001	01*	00271	WAJ8	CE					100%

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
Travel Authorized: Yes No Voluntary O/T: Yes No
Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: Captain Braniff
300-365-522 (R 6/03)

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Lead Criminal Intelligence Analyst Services		WSP Contract No. C090433PSC
		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 Operational Applications Inc.		Contractor Doing Business As (DBA)
Contractor Address 4227 South Meridian Suite C366 Puyallup WA 98373		Contractor Federal Employer Identification Number 30-0369267
Contact Name Mr. Doug Larm		Contact Telephone 253-226-9564
Contact Fax		Contact E-mail Address doug.larm@operationalapplications.com
WSP Contact Information		
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov
Contract Start Date January 1, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$532,000
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 <i>Paul S. Beckley</i>	Date 1-9-09	Contractor Signature <i>Doug Larm</i>
Printed Name and Title John R. Batiste, Chief	<i>Paul S. Beckley, Deputy Chief</i>	Date 1 JAN 2009
		Printed Name and Title <i>DOUG LARM PRESIDENT OAIM</i>

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 lead criminal intelligence analyst services at the Location of Work in order to provide the following products:
- 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.

<u>Contractor Employee</u>	<u>Location of Work</u>
Bill Evans	WAJAC

- 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 maintain 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

STATEMENT OF WORK (Continued)

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.

- 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 42.17 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.

STATEMENT OF WORK (Continued)

5. **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>SFY08 Rate</u>	<u>SFY09 Rate</u>	<u>SFY10 Rate</u>	<u>SFY11 Rate</u>
Bill Evans	\$60.00	\$63.00	\$66.00	\$69.00

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>

6. **Insurance Requirements.**

- a. 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.
- b. 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.

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 judgement 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 C080065PSC or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information").

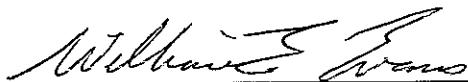
Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data,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



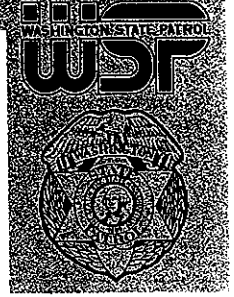
Signature of Contractor Employee

William E. Evans, LEAD ANALYST
Printed Name and Title

12-29-08
Date

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C090433PSC and Task Order No. 1
DATE: January 14, 2009

Attached is a fully executed copy of the above-listed contract and task order between the Washington State Patrol and Operational Applications, Inc. for Lead Criminal Intelligence Analyst Mr. Bill Evans. Funding for this contract will be encumbered under separate task orders.

Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.

The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above; please use this number on all correspondence and payment documents associated with this contract. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at Micro 12, ext. 11071.

ckh
for
JRH:clh

Attachment

cc: Ms. Sue Aschenbrenner, Budget Section
Captain Tim Braniff, Investigative Assistance Division
Ms. Tanya Pierce, Accounts Payable Section

MAILED
1/14/09



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

January 14, 2009

Mr. Doug Larm
Operational Applications Inc.
4227 South Meridian Ste C366
Puyallup WA 98373

Subject: WSP Agreement No. C090433PSC and Task Order No. 1

Enclosed with this letter are two fully executed originals of the referenced agreement and task order between you and the Washington State Patrol. Please keep these originals for your records.

The Washington State Patrol contract tracking number are the agreement numbers referenced above; please use these numbers on all correspondence regarding these agreements. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L. Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosure

RECEIVED
1/14/09





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. CO90433 PSC Period of Performance: 11/1/09-9/30/12
 Contract Title: Lead Criminal Intelligence Analyst Services
 Other Party: Operational Applications Inc.

Amount: \$ 532,000
 Payable
 Receivable
 Other: _____

Scope of Work: Requires separate task orders.

Analyst - Bill Evans

Comments:

Grants and Contract Manager: JRH 1/8

BFS Administrator: FBI GRANT FUNDS RSM ok

Management Services Bureau Director: [Signature] 1/8/09

Chief/Deputy Chief: [Signature] 1-9-09

Haider, Cindy (WSP)

From: Doug Larm Operational Applications [doug.larm@operationalapplications.com]
Sent: Monday, January 05, 2009 8:22 AM
To: Haider, Cindy (WSP); Drake, Randy (WSP)
Subject: WSP RFQQ C090433PSC

Ms Haider/LT Drake:

Signed copies of contract task order mailed this morning.
Additionally, I have included Ms Kia Graham's background investigation paperwork in a closed envelope within the mailer addressed for LT DRAKE - CONFIDENTIAL.

As an FYI, fingerprint cards received and applicants are reporting in this week for completion along with DOL abstracts.

Thank you.
V/R
Doug

Doug Larm
Operational Applications Incorporated

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

December 16, 2008

Mr. Doug Larm
Operational Applications Inc
4227 South Meridian Suite C366
Puyallup WA 98373

Dear Mr. Larm:

Subject: WSP Agreement No. C090433PSC and Task Order No. 1

Enclosed are two sets of the referenced agreement and task order between the Washington State Patrol and your organization. Once an approved representative of your organization has signed these originals, please return all originals to the following:

Ms. Cindy Haider
Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

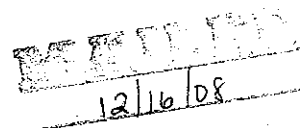
One fully executed original of each will be returned to you for your records. The Washington State Patrol contract tracking number is referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Haider at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L. Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosures



Haider, Cindy (WSP)

From: Maki, Bob (WSP)
Sent: Friday, December 05, 2008 3:34 PM
To: Haider, Cindy (WSP)
Subject: FW: WAJAC - Analysts

You have the green light on this one.....proceed.

From: Maki, Bob (WSP)
Sent: Friday, December 05, 2008 3:33 PM
To: Ursino, Brian (WSP)
Cc: Braniff, Tim (WSP)
Subject: RE: WAJAC - Analysts

In response to Tim's note: there is no need for D/C approval in this case.

He asked me to screen these for him and proceed with the procurements which were obviously critical. Since he is on leave (and this one is a no brainer), I will have Cindy Haider move forward with it.

Resp, Bob

From: Ursino, Brian (WSP)
Sent: Friday, December 05, 2008 3:26 PM
To: Maki, Bob (WSP)
Cc: Braniff, Tim (WSP)
Subject: WAJAC - Analysts

Approved

Sent from my BlackBerry Wireless Handheld

From: Braniff, Tim (WSP)
To: Ursino, Brian (WSP)
Sent: Fri Dec 05 15:17:01 2008
Subject: FW: WAJAC - Analysts
A/C Ursino

Approved for quarter-final approval, then it will need to go back to BFS for semi-final approval, then to the DC for Final Approval.

Answers:

1. Support the Intelligence Gathering/Sharing Infrastructure at the WSFC.
2. WAJ8 (Federal Grant)
3. 3a.~Yes, 3b.~No, 3c.~Yes, 3d.~No
4. The WSFC will not be able to function.

Tim

12/5/2008

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Tuesday, December 16, 2008 12:54 PM
To: Drake, Randy (WSP)
Subject: Lead Analyst

Lt – Please provide the budget code for the Bill Evans contract.
Thanks,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

WAS 8

Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Monday, December 15, 2008 7:55 PM
To: Haider, Cindy (WSP)
Subject: RE: B. Evans Contract

These look good to me. Thank you.

Lieutenant Randy Drake

Washington State Patrol Intelligence Section
Washington State Fusion Center (WSFC)
Cell: 360-239-0359

From: Haider, Cindy (WSP)
Sent: Mon 12/15/2008 5:24 PM
To: Drake, Randy (WSP)
Cc: Hugdahl, Jeff (WSP)
Subject: B. Evans Contract

Please review the attached contract and Task Order at your earliest convenience. If there aren't any changes I will mail out originals to Mr. Doug Larm for signature.
Thanks,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Lead Criminal Intelligence Analyst Services		WSP Contract No. C090433PSC	
		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 Operational Applications Inc.		Contractor Doing Business As (DBA)	
Contractor Address 4227 South Meridian Suite C366 Puyallup WA 98373		Contractor Federal Employer Identification Number 30-0369267	
Contact Name Mr. Doug Larm		Contact Telephone 253-226-9564	
Contact Fax		Contact E-mail Address doug.larm@operationalapplications.com	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date January 1, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$532,000	
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 lead criminal intelligence analyst services at the Location of Work in order to provide the following products:
- 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.

<u>Contractor Employee</u>	<u>Location of Work</u>
Bill Evans	WAJAC

- 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 maintain 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

STATEMENT OF WORK (Continued)

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.

- 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 42.17 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.

STATEMENT OF WORK (Continued)

5. **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>SFY08 Rate</u>	<u>SFY09 Rate</u>	<u>SFY10 Rate</u>	<u>SFY11 Rate</u>
Bill Evans	\$60.00	\$63.00	\$66.00	\$69.00

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>

6. **Insurance Requirements.**

- a. 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.
- b. 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.

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 judgement 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 C080065PSC or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, December 05, 2008 9:01 AM
To: 'Doug Larm Operational Applications'
Subject: RE: WSP RFQQ No. C090433PSC

You are welcome. I hope to have the paperwork sent out by middle of next week. Lt Drake will be in contact with Mr. Evans regarding the background check and possible polygraph.

Happy Holidays to you too!
Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

From: Doug Larm Operational Applications [mailto:doug.larm@operationalapplications.com]
Sent: Friday, December 05, 2008 5:14 AM
To: Haider, Cindy (WSP)
Subject: Re: WSP RFQQ No. C090433PSC

Ms Haider:
Thank you for the great news!
I will comply with a quick-turnaround for signatures.
Again, thank you for the great news!
Happy Holidays!
V/R
Doug Larm

--- On Thu, 12/4/08, Cindy.Haider@wsp.wa.gov <Cindy.Haider@wsp.wa.gov> wrote:

From: Cindy.Haider@wsp.wa.gov <Cindy.Haider@wsp.wa.gov>
Subject: WSP RFQQ No. C090433PSC
To: doug.larm@operationalapplications.com
Date: Thursday, December 4, 2008, 3:08 PM

Mr. Larm,
Congratulations; your candidate Mr. Bill Evans has been selected as the Apparent Successful Proposer for the Lead Criminal Intelligence Analyst. The Start Date for this contract will be January 1, 2009. Two original contracts and Task Order No. 1 will be mailed out to you for signature. Please sign both sets and mail both sets back to my attention at the address listed on the cover letter that will be enclosed.

Please let me know if you have any questions.
Thank-you,

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Thursday, December 04, 2008 3:08 PM
To: 'Doug Larm Operational Applications'
Subject: WSP RFQQ No. C090433PSC

Mr. Larm,
Congratulations; your candidate Mr. Bill Evans has been selected as the Apparent Successful Proposer for the Lead Criminal Intelligence Analyst. The Start Date for this contract will be January 1, 2009. Two original contracts and Task Order No. 1 will be mailed out to you for signature. Please sign both sets and mail both sets back to my attention at the address listed on the cover letter that will be enclosed.

Please let me know if you have any questions.
Thank-you,

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Thursday, December 04, 2008 3:06 PM
To: Haider, Cindy (WSP)
Subject: Re: Lead

Yes
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

From: Haider, Cindy (WSP)
To: Drake, Randy (WSP)
Sent: Thu Dec 04 14:38:56 2008
Subject: Lead

Are you planning on a start date of January 1, 2009 for Bill Evans?

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Thursday, December 04, 2008 11:28 AM
To: Haider, Cindy (WSP)
Subject: RE: Notification of Lead

Cindy,

I was unable to reach all the analyst-lead applicants by phone so I sent each an email. I will provide them with any feedback they might want at the upcoming interview analyst interviews. Mr. Ward and Mr. Jones have been scheduled for interviews for the Criminal Intelligence Analyst position.

Lieutenant Randy Drake

Washington State Patrol Intelligence Section
Washington State Fusion Center (WSFC)
Cell: 360-239-0359

From: Haider, Cindy (WSP)
Sent: Wed 12/3/2008 5:10 PM
To: Drake, Randy (WSP)
Subject: Notification of Lead

Lt – Please let me know once you have called the three lead candidates regarding the status. I will then send out the formal notification via email.

Thanks,

Cindy Haider
WSP Contracts
360-596-4071
[*cindy.haider@wsp.wa.gov*](mailto:cindy.haider@wsp.wa.gov)

REFERENCE CHECK FORM

Vendor Name Bill Evans Operational Applications Vendor Number 10

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature Randy Drake

Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 1 for Bill Evans

Reference Name B.G. Leslie Purser

Point of Contact Name _____

Phone: 703-806-5043

1. What did the proposed Analyst do for your company? Score: 10
Battalion Commander since Dec 2007

2. Why did they choose the proposed Analyst? Score: 10
Board selected

3. Proposed Analyst performance vs. expectations Score: 10
Meets every expectation
One of the best I have
Accountable / RC

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 10
Absolutely

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 10
Positive reflected in soldiers

(10)

11/19 - 1327 Back in an hour

REFERENCE CHECK FORM

50

Vendor Name Bill Evans Operational Applications Vendor Number 10
 Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

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Signature Randy Drake Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
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- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
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- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 2 for Bill Evans

Reference Name Ltc Roger Fortier

Point of Contact Name _____

Phone: 253-686-1322

1. What did the proposed Analyst do for your company? Score: 10
201st ME Brigade - Chief of Plans
Bill was a great planner best of 20-30.

2. Why did they choose the proposed Analyst? Score: 10
ACE Chief - very complex intel org.
18 months as head of that element

Understands all levels

3. Proposed Analyst performance vs. expectations Score: 10
Always exceeded. "Go to" guy
Out of box thinking.

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 10
Very good. Japan example - up late
e night. Very hard worker Go getter

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 10
First rate temperament
Works well with groups
Enabler / giving responsibility

Known Bill for 7 years. Never disappointed

11/20 - msg left 1252 hrs

50.0

REFERENCE CHECK FORM

50

Vendor Name Bill Evans Operational Applications Vendor Number 10
 Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature Randy Drake Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 3 for Bill Evans

Reference Name Col Harvey Crockett

Point of Contact Name _____ Phone: 916-600-9467

1. What did the proposed Analyst do for your company? Score: 10
Analysts & Control Chief
Remarkable ✓ Exercise Planner
Controls Col organization cell & Planner

2. Why did they choose the proposed Analyst? Score: 10
Active Lead recommended Bill
After 1st Exercise I knew he was
one of the best in the Army

3. Proposed Analyst performance vs. expectations Score: 10
Exceeded all every time

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 10
Detail oriented
Can operate from nuts/bolts to strategic
level

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 10
Easy to work with team
Family oriented very dedicated 1st guy
there and last to leave
He refuses to rest until he's satisfied.

Vendor Name Operational Applications

Vendor Number 10

Team Member Name Bill Evans

- Proposed for Criminal Intelligence Analyst Services
- Proposed for Criminal Intelligence Analyst Lead Services
- Proposed for Both

Evaluator Name JAMES SERAMA

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature 

Date 11/19/08

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

7 = The proposed staff meets or exceeds all requirements to provide a better than average product.

5 = The proposed staff meets the requirements of the RFQQ.

3 = The proposed staff partially meets the requirements of the RFQQ.

1 = The proposed staff meets very few of the requirements of the RFQQ.

0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) 8

Notes:

Vendor Name Operational Applications Inc Vendor Number 10

Team Member Name Bill Evans

- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name Ted Turner

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature  Date 11/19/08

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

7 = The proposed staff meets or exceeds all requirements to provide a better than average product.

5 = The proposed staff meets the requirements of the RFQQ.

3 = The proposed staff partially meets the requirements of the RFQQ.

1 = The proposed staff meets very few of the requirements of the RFQQ.

0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

- 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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) 7

Notes:

Vendor Name Operational Applications

Vendor Number 10

Team Member Name Bill Evans

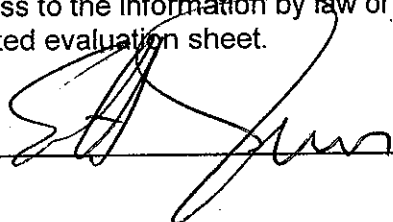
- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name Scott Harmon

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

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Signature 

Date 11-19-08

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

7 = The proposed staff meets or exceeds all requirements to provide a better than average product.

5 = The proposed staff meets the requirements of the RFQQ.

3 = The proposed staff partially meets the requirements of the RFQQ.

1 = The proposed staff meets very few of the requirements of the RFQQ.

0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

- 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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) 8

Notes:

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Engine		602580868	Mr.	Micheal	Dorsey	3300 NE 1 st	Ridgefield	WA	98642	(425) 531-2735	(503)786-3167		Mr.	Nicholas	Jones
2	Nighthawk Analytical		602117883	Mr.	Harry	Hansen	27306 SE 1 st	Sammamish	WA	98075	(206) 940-0235		nighthawkanalytical@	Mr.	Harry	Hansen
3	Dan K. Melton		602559115	Mr.	Dan	Melton								Mr.	Dan	Melton
4	Michael R. Chamness		602111069	Mr.	Michael	Chamness	8280 NE B	Bainbridge	WA	98110	(360) 551-2183		mchamnes@leo.gov	Mr.	Michael	Chamness
5	Chad R. Melton		602558289	Mr.	Chad	Melton			WA					Mr.	Chad	Melton
6	KSNK Enterprise	20-0674694	602373741	Mr.	Kenneth	Crow	PO Box 77	Issaquah	WA	98027	(425) 837-0229	(425)837-0229	kcrow@ais-seattle.cc	Mr.	Ken	Crow
7	Kristof Analysis & Investiga		602877420	Mr.	John	Kristof	7326 46th	Seattle	WA	98115	(206) 262-2382	(206) 473-8736	jkristof@leo.gov	Ms.	John	Kristof
8	Intelligence Acumen			Mr.	James	Ward	7008 258th	Graham	WA	98338	(253) 232-6378			Mr.	James	Ward
9	Centra Technology Inc.		52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt	Burlington	MA	1803	(781) 272-7892	(781) 272-7883	osullivan@centram	Ms.	Amy	Kanawi
9c	Centra Technology Inc.													Ms.	Olivia	Goodman
9d	Centra Technology Inc.													Mr.	Nathan	Miller
9e	Centra Technology Inc.													Mr.	Michael	Steinberg
9f	Centra Technology Inc.													Mr.	Evan	Waidley
9g	Centra Technology Inc.													Ms.	Victoria	Allen
10a	Operational Applications		602632122	Mr.	Doug	Larm	4227 South	Puyallup	WA	98374	(253) 226-9564		doug.larm@operati	Mr.	Dennis	Gerber
10b	Operational Applications													Ms.	Sara	Lacy
10c	Operational Applications													Ms.	Kathleen	Almquist
10d	Operational Applications													Ms.	Kia	Graham
10e	Operational Applications													Ms.	Neoma	Skye
11	The Confluence Group Inc	20-4527781	602589963	Mr.	Luis	Vega	2829 Ruck	Everett	WA	98201	(425) 212-3500	(425)212-3535	lvega@confluenceca	Mr.	David	Malinowski
11a	The Confluence Group Inc													Mr.	Brinkley	Harrell
11b	The Confluence Group Inc													Mr.	Bob	Korter
11c	The Confluence Group Inc													Mr.	Francisco	Olivarez
11d	The Confluence Group Inc													Mr.	Carlos	Alvarez
11e	The Confluence Group Inc													Ms.	Alice	Switzer

LEADS

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Engine		602580868	Mr.	Micheal	Dorsey	3300 NE 1 st	Ridgefield	WA	98642	(425) 531-2735	(503)786-3167		Mr.	Nicholas	Jones
8	Intelligence Acumen			Mr.	James	Ward	7008 258th	Graham	WA	98338	(253) 232-6378			Mr.	James	Ward
9	Centra Technology Inc.		52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt	Burlington	MA	1803	(781) 272-7892	(781) 272-7883	osullivan@centram	Ms.	Amy	Kanawi
9a	Centra Technology Inc.													Mr.	Steve	Mazel
9b	Centra Technology Inc.													Mr.	Scott	Whippo
10	Operational Applications		602632122	Mr.	Doug	Larm	4227 South	Puyallup	WA	98374	(253) 226-9564		doug.larm@operati	Mr.	Bill	Evans

Responsive	Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts (-	Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70	Ref 1	Ref 2
Yes	\$44.00	\$44.00	\$44.20	\$44.20	\$44.10	13.54	8.00	8.00	8.00	8.00	56.00	45.00	50.00
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	38.00	40.00
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	0.00	0.00
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	6.00	6.00	6.00	6.00	42.00	41.00	47.00
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	7.00	7.00	7.00	7.00	49.00	47.00	42.00
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	44.00	44.00
Yes	\$37.50	\$39.00	\$40.56	\$42.18	\$39.81	15.00	6.00	6.00	7.00	6.33	44.33	44.00	45.00
Yes	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46	7.00	7.00	7.00	7.00	49.00	50.00	50.00
Yes	WITHDREW												
Yes	WITHDREW												
Yes	WITHDREW												
Yes	WITHDREW												
Yes	WITHDREW												
Yes	WITHDREW												
Yes	WITHDREW												
Yes	\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	5.00	5.00	5.00	5.00	35.00	47.00	47.00
Yes	\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	8.00	8.00	7.00	7.67	53.67	50.00	0.00
Yes	\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	6.00	6.00	6.00	6.00	42.00	50.00	46.00
Yes	\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	7.00	7.00	7.00	7.00	49.00	50.00	46.00
Yes	\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	7.00	7.00	8.00	7.33	51.33	0.00	43.00
No													
No													
No													
No													
No													
No													

Responsive	Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts (15)	Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70	Ref 1	Ref 2
Yes	\$51.00	\$51.00	\$52.00	\$52.00	\$51.50	17.48							
Yes	\$40.50	\$42.12	\$43.80	\$45.56	\$43.00	20.93	6.00	6.00	6.00	6.00	42.00	45.00	50.00
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30	4.00	4.00	4.00	4.00	28.00	50.00	50.00
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30							
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30							
Yes	\$60.00	\$63.00	\$66.00	\$69.00	\$64.50	13.95	8.00	7.00	8.00	7.67	53.67	50.00	50.00

Ref 3	Ref Raw A	Ref (15 pts)	Total Score
47.00	47.33	14.20	83.74
37.00	38.33	11.50	58.44
0.00	0.00	0.00	46.94
49.00	45.67	13.70	67.64
45.00	44.67	13.40	74.34
28.00	38.67	11.60	58.54
47.00	45.33	13.60	69.88
47.00	49.00	14.70	78.70
			11.46
			11.46
			11.46
			11.46
			11.46
			11.46
45.00	46.33	13.90	60.17
44.00	31.33	9.40	74.33
46.00	47.33	14.20	67.91
0.00	32.00	9.60	70.31
42.00	28.33	8.50	71.10
			0.00
			0.00
			0.00
			0.00

Ref 3	Ref Raw A	Ref (15 pts)	Total Score
47.00	47.33	14.20	56.20
47.00	49.00	14.70	42.70
			0.00
			0.00
			0.00
50.00	50.00	15.00	68.67

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.

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From: Haider, Cindy (WSP)

Sent: Mon 11/24/2008 2:05 PM

To: Haider, Cindy (WSP)

Cc:

Bcc: Drake, Randy (WSP); Huddah, Jeff (WSP); 'nighthawkanalytical@comcast.net'; 'mchamnes@leo.gov'; 'kcrow@ais-seattle.com'; 'jkrstof@leo.gov'; James H. Ward; 'doug.larm@operationalapplications.com'

Subject: RFQQ #C090433P5C

Per Section 3.1.1, First Tier Evaluation, of the referenced Request for Qualifications/Quotation, the top proposers for WAJAC Criminal Intelligence Analyst – Lead Services are the following:

Mr. Bill Evans, Operational Applications
Mr. Nicholas Jones, Network Transport Engineering, Inc
Mr. James Ward, Intelligence Acumen

Per Section 3.1.1, First Tier Evaluation, of the referenced Request for Qualifications/Quotation, the top proposers for WAJAC Criminal Intelligence Analysts are the following:

Ms. Kathleen Almquist, Operational Applications
Mr. Michael Chamness
Mr. Ken Crow, KSNK Enterprise
Mr. Dennis Gerber, Operational Applications
Ms. Kia Graham, Operational Applications
Mr. Harry Hansen, Nighthawk Analytical
Mr. Nicholas Jones, Network Transport Engineering, Inc
Mr. John Kristof, Kristof Analysis & Investigation Services
Ms. Sara Lacv, Operational Applications

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, November 24, 2008 2:05 PM
To: Haider, Cindy (WSP)
Subject: RFQQ #C090433PSC

Per Section 3.1.1, First Tier Evaluation, of the referenced Request for Qualifications/Quotation, the top proposers for WAJAC Criminal Intelligence Analyst – Lead Services are the following:

Mr. Bill Evans, Operational Applications
Mr. Nicholas Jones, Network Transport Engineering, Inc
Mr. James Ward, Intelligence Acumen

Per Section 3.1.1, First Tier Evaluation, of the referenced Request for Qualifications/Quotation, the top proposers for WAJAC Criminal Intelligence Analysts are the following:

Ms. Kathleen Almquist, Operational Applications
Mr. Michael Chamness
Mr. Ken Crow, KSNK Enterprise
Mr. Dennis Gerber, Operational Applications
Ms. Kia Graham, Operational Applications
Mr. Harry Hansen, Nighthawk Analytical
Mr. Nicholas Jones, Network Transport Engineering, Inc
Mr. John Kristof, Kristof Analysis & Investigation Services
Ms. Sara Lacy, Operational Applications
Mr. Chad Melton
Mr. Dan Melton
Ms. Neoma Skye, Operational Applications
Mr. James Ward, Intelligence Acumen

These top proposers will be contacted to schedule an interview.

Thank-you,

Cindy Haider
RFQQ Coordinator
cindy.haider@wsp.wa.gov





STATE OF WASHINGTON
Washington State Patrol

Request for Qualifications/Quotations No. C090433PSC
Amendment 1

October 31, 2008

Project Title: Criminal Intelligence Analyst Services

RFQQ Proposals:

Due date: **No later than 4:00 p.m. PST on November 14, 2008**

Send to: Ms. Cindy Haider, RFQQ Coordinator

Mailing Address:

Budget and Fiscal Services

PO Box 42602

Olympia WA 98504-2602

Physical Address:

210 – 11th Avenue SW, Room 116

Olympia WA 98501

The following is an amendment to RFQQ No C090433PSC. All other terms and conditions of the RFQQ that have not been revised by this amendment remain in full force and effect.

a. Vendor Questions and Answers. Per Section 2.2, Consultant Questions and Answers, below are questions posed by potential consultants responding to this RFQQ, and the Washington State Patrol's responses to those questions.

1. Question: Will all six (6) criminal intelligence analysts be located at the Washington Joint Analytical Center in Seattle?

Answer: Yes.

2. Question: Will the total salary and benefits cap of \$50 and \$60 respectively, remain unchanged during the multi-year contract?

Answer: You may propose up to a 5% increase for each federal fiscal year starting October 1, 2009.

3. Question: For estimating the per hour cost, the RFQ uses 173 hours a month. This exceeds the usual eight hour work day. Will the analysts be required to work 173 hours a month?

Answer: 173 hours is recognized by the U.S. Department of Homeland Security as an average number of work hours during one month, and is the maximum number of billable hours that a contracted intelligence analyst or lead analyst can work. The position will typically work a 40-hour work week.

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Manage Bids :

Edit Bid Record
Bid Status: Posted

Step 1

You must complete the steps in order: Step 1, Step 2, Step 3 and Step 4 and fill out the fields from left to right for each step. The system will not allow you to complete the steps out of order and will prompt you with an error message.

Customer Reference Number

C090433PSC

System Assigned Identifier

5140

Bid Title * (limited to 75 characters)

Criminal Intelligence Analyst Services

Description * (limited to 250 characters)

Criminal Intelligence Analyst Services

Solicitation Type *

RFQQ

Bid Type *

Open

The Post Date is the date the bid will post to the bid calendar. The Inactive Date is the date the bid will drop off the bid calendar.

Posting Date *

10 / 31 / 2008

Inactive Date *

11 / 14 / 2008

Please make certain the inactive date is correct before uploading bid amendment.

Contact Name *

Cindy Haider

Contact Phone *

(360) 596-4071 ext.

Contact Email Address *

cindy.haider@wsp.wa.gov

Validate Email Address *

cindy.haider@wsp.wa.gov

Estimated Value (limited to 24 characters)

3,000,000

Organization Name *

Patrol, State

Step 2 - Make sure you have completed Step 1 before proceeding.

Select the county where the Goods are to be delivered or the Services to be performed.

Please select a commodity code for this bid. This selection does not affect vendor notification.

Counties* Select Counties

Comm Codes* Select Comm Codes

County Name

- Adams
- Asotin
- Benton
- Chelan

Comm. Code

Research Support Services

1

1 2 3 4 5 6 7 8 9 10

Step 3 - Make sure you have completed Steps 1 and 2 before proceeding.

Step 3 builds your vendor list for notification.

SELECT VENDORS FOR NOTIFICATION BY:

It is the counties where the vendors indicated they are willing to provide service in.

[View Selected Vendors](#)

Total number of records = 525
Total number of minority owned records = 5
Total number of woman owned records = 27
Total number of minority and woman owned records = 8

Step 4 - Make sure you have completed Steps 1, 2 and 3 before proceeding.

Bid Document Name *
(50 character file name limit)

	Browse...
File	
C090433PSC.doc	

Bid Amendment Name
(50 character file name limit)

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	Browse...
File	
amend 1 to RFQQ No C090433PSC.doc	

Note: Bid Amendment notice is sent automatically after the Amendment has been uploaded. If bid date needs to be changed, do so before uploading the Amendment.

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Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, October 31, 2008 11:27 AM
To: 'Hempel, Walt'
Cc: Hickey, Christopher; Schleifer, Geoff; Johnson, Lisa
Subject: RE: RFQ Criminal Intelligence Analyst Services C090433PSC

173 hours is recognized by the Homeland Security for the hours worked in one month. The position will typically work a 40-hr work week depending on special circumstances.

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

From: Hempel, Walt [<mailto:hempelw@centratechnology.com>]
Sent: Thursday, October 30, 2008 8:32 AM
To: Haider, Cindy (WSP)
Cc: Hickey, Christopher; Schleifer, Geoff; Johnson, Lisa
Subject: RE: RFQ Criminal Intelligence Analyst Services C090433PSC

CENTRA Technology, Inc. is considering this RFQ. We request that the following questions be answered:

- For estimating the per hour cost, the RFQ uses 173 hours a month. This exceeds the usual eight hour work day. Will the analysts be required to work 173 hours a month?**

From: Cindy.Haider@wsp.wa.gov [<mailto:Cindy.Haider@wsp.wa.gov>]

10/31/2008

Sent: Wednesday, October 29, 2008 1:51 PM
To: Hempel, Walt
Cc: Hickey, Christopher; Schleifer, Geoff
Subject: RE: RFQ Criminal Intelligence Analyst Services C090433PSC

Please see below for answers to your questions.
Thank-you for the inquiry,

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

From: Hempel, Walt [mailto:hempelw@centratechnology.com]
Sent: Tuesday, October 28, 2008 10:39 AM
To: Haider, Cindy (WSP)
Cc: Hickey, Christopher; Schleifer, Geoff
Subject: RFQ Criminal Intelligence Analyst Services C090433PSC

CENTRA Technology, Inc. is considering this RFQ. We request that the following questions be answered:

- 1. Will all six (6) criminal intelligence analysts be located at the Washington Joint Analytical Center in Seattle? Yes**
- 2. Will the total salary and benefits cap of \$50 and \$60 respectively, remain unchanged during the multi-year contract? They may propose up to a 5% increase for each federal fiscal year starting October 1, 2009**

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, October 31, 2008 9:33 AM
To: 'Craig Dudley'
Subject: RE: RFQQ No. C090433PSC
Attachments: C090433PSC.doc

Attached per your request....

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

From: Craig Dudley [mailto:craigadudley@yahoo.com]
Sent: Thursday, October 30, 2008 7:18 PM
To: Haider, Cindy (WSP)
Subject: RFQQ No. C090433PSC

Cindy,

I am interested in the following announcement; could you please send me the information?

RFQQ No. C090433PSC

Thank you.

Craig A. Dudley

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, October 31, 2008 9:37 AM
To: 'nighthawkanalytical@comcast.net'
Subject: RFQQ
Attachments: C090433PSC.doc

Harry – attached as requested.
Happy Halloween

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Wednesday, October 29, 2008 10:51 AM
To: 'Hempel, Walt'
Cc: Hickey, Christopher; Schleifer, Geoff
Subject: RE: RFQ Criminal Intelligence Analyst Services C090433PSC

Please see below for answers to your questions.
Thank-you for the inquiry,

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

From: Hempel, Walt [mailto:hempelw@centratechnology.com]
Sent: Tuesday, October 28, 2008 10:39 AM
To: Haider, Cindy (WSP)
Cc: Hickey, Christopher; Schleifer, Geoff
Subject: RFQ Criminal Intelligence Analyst Services C090433PSC

CENTRA Technology, Inc. is considering this RFQ. We request that the following questions be answered:

- 1. Will all six (6) criminal intelligence analysts be located at the Washington Joint Analytical Center in Seattle? Yes**
- 2. Will the total salary and benefits cap of \$50 and \$60 respectively, remain unchanged during the multi-year contract? They may propose up to a 5% increase for each federal fiscal year starting October 1, 2009**

Haider, Cindy (WSP)

From: Theresa L. Escott [theresa.escott@odominus.com]
Sent: Wednesday, October 29, 2008 1:04 PM
To: Haider, Cindy (WSP)
Subject: RE: Theresa Escott re: CIAS

Thank you Cindy for your reply. I have a Master's Degree, but not the Intelligence Analyst Training I think they get at the FBI school :(
 Keeping my eyes out for other contracts
 Best Regards,
 Theresa

From: Cindy.Haider@wsp.wa.gov [Cindy.Haider@wsp.wa.gov]
Sent: Wednesday, October 29, 2008 11:02 AM
To: Theresa L. Escott
Subject: RE: Theresa Escott re: CIAS

This contract's minimum requirements are the following:

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.**

Intelligence Analyst Training is defined by: 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.**

Thank-you for your inquiry,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: Theresa L. Escott [mailto:theresa.escott@odominus.com]
Sent: Tuesday, October 28, 2008 3:26 PM
To: Haider, Cindy (WSP)
Subject: Theresa Escott re: CIAS

Cindy,
Question ref. min requirements on Criminal Intelligence Analyst
Service contract.
I did not attend the FBI school for CIA and do not have this credential.
I have 16 1/2 years of prior law enforcement. Does this count for this
contract?

Theresa Escott
theresa.escott@odominus.com
Description Of Opportunity
Criminal Intelligence Analyst Services
Date Posted
10/23/2008
Estimated Value
3,000,000
Contact Phone
(360) 596-4071

Date Closed
11/14/2008
Contact Name
Cindy Haider
Contact Email
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, October 27, 2008 9:33 AM
To: 'Ashley Hunsberger'
Subject: RE: RFQQ WSP No. C090433PSC

Ashley,

The specialized training is a requirement. Please see 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 to see if this applies to your current experience.

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

-----Original Message-----

From: Ashley Hunsberger [mailto:ashley.m.hunsberger@gmail.com]
Sent: Friday, October 24, 2008 3:29 PM
To: Haider, Cindy (WSP)
Subject: Re: RFQQ WSP No. C090433PSC

Hello Cindy,

Thanks for the response. I was a bit confused because I have never applied for a job in this manor. I do however have another question regarding the analysis training. I have been working at the National Geospatial Intelligence Agency (NGA) here in the DC area for 2.5 yrs while finishing my BA. I have had training courses, and have produced multiple high level intelligence briefs and received multiple awards for them, but have not had "specialized training" other than on the job training. Will this be a problem or can my resume and work experience make that a non issue?

Thanks,
Ashley Hunsberger

From: <Cindy.Haider@wsp.wa.gov>
Sent: Friday, October 24, 2008 6:15 PM
To: <ashley.m.hunsberger@gmail.com>
Subject: RE: RFQQ WSP No. C090433PSC

> Hi Ashley,
> The business license won't be required until after a candidate has
> been chosen the Successful Proposer. There is a 10-day grace period.
> Please refer questions regarding the business license to
> <http://www.dol.wa.gov/mis/mlsinfo.htm>. If you have further questions
> regarding the RFQQ and the requirements please send them to me by email.
> This is the preferred method as to ensure answering questions correctly.
> If need be after all I can give you a phone call.

>
> Thank-you - have a great afternoon

>
> Cindy Haider
> RFQQ Coordinator
> cindy.haider@wsp.wa.gov

> -----Original Message-----

> **From:** Ashley Hunsberger [mailto:ashley.m.hunsberger@gmail.com]
> **Sent:** Friday, October 24, 2008 2:17 PM
> **To:** Haider, Cindy (WSP)
> **Subject:** Re: RFQQ WSP No. C090433PSC

>
> Good afternoon Cindy,
>
> My name is Ashley Hunsberger and I recently received the notice for
> RFQQ No. C090433PSC . I am a bit confused. In this RFQQ, it says I
> must have a business license for Washington State, and be a
> consultant. I am not sure if I can get a business license for
> Washington as I do not live there yet,
> (currently I live in Virginia) and do not own a business. I have a few
>
> questions about this RFQQ and if you have time would like to speak to
> you about it.
>
> I can be reached at 703.475.0602.
>
> Thank you,
> Ashley Hunsberger

>
> -----
> From: "Hunsberger, Ashley M." <Ashley.M.Hunsberger@nga.mil>
> Sent: Friday, October 24, 2008 12:45 PM
> To: <ashley.m.hunsberger@gmail.com>
> Subject: FW: RFQQ WSP No. C090433PSC

>>
>>
>> -----Original Message-----
>> From: Ackerman, Matt (GA) [mailto:Mackerm@GA.WA.GOV] On Behalf Of GA
> WEBS
>> Customer Service
>> Sent: Friday, October 24, 2008 12:32 PM
>> To: Hunsberger, Ashley M.; GA WEBS Customer Service
>> Subject: RE: RFQQ WSP No. C090433PSC

>>
>> Hi Ashley,
>> You can obtain the RFQQ by logging into WEBS, searching in "search
>> opportunities" for "my counties" and "my commodity codes". There you
> will
>> find the solicitation and can download the document.

>>
>>
>> Matt Ackerman
>> WEBS System Manager
>> General Administration | Office of State Procurement
>> Phone: 360.902.7400 | Email: mackerm@ga.wa.gov

>> -----Original Message-----
>> From: Hunsberger, Ashley M. [mailto:Ashley.M.Hunsberger@nga.mil]
>> Sent: Friday, October 24, 2008 9:23 AM
>> To: GA WEBS Customer Service
>> Subject: RFQQ WSP No. C090433PSC

>>
>> Good morning,
>>
>> I would like to obtain a copy of the RFQQ for No. C090433PSC.
>>
>> Thank you,
>>
>> Ashley Hunsberger
>> National Geospatial-Intelligence Agency (NGA) Imagery Analyst Latin
>> America Division Venezuela Branch

>> (703) 262-4454

>>

>> -----Original Message-----

>> From: Cindy.Haider@wsp.wa.gov [mailto:Cindy.Haider@wsp.wa.gov]

>> Sent: Thursday, October 23, 2008 5:53 PM

>> To: Cindy.Haider@wsp.wa.gov

>> Subject: RFQQ WSP No. C090433PSC

>>

>> The Washington State Patrol (WSP) has released a Request for
>> Qualifications/Quotation (RFQQ) to solicit proposals from Consultants

> to

>> provide criminal intelligence analyst services at a regional criminal
>> intelligence center serving Washington State. Proposers must be able

> to

>> obtain a federal Top Secret level security clearance and pass a

> criminal

>> history background check conducted by WSP and/or local law

> enforcement.

>>

>> You may obtain a copy of the RFQQ from the Washington's Electronic

>> Business Solution (WEBS) webcustomerservice@ga.wa.gov. Proposals

>> are due by 4:00 p.m., local time, on Friday, November 14, 2008 at the

>> address listed below.

>>

>>

>>

>> WSP is an equal opportunity employer and minority and women-owned

>> businesses are encouraged to reply.

>>

>>

>>

>> Please reference RFQQ No. C090433PSC in any communications regarding

>> this RFQQ. For further information contact:

>>

>>

>>

>> WSP Budget and Fiscal Services

>>

>> ATTN: Cindy Haider, RFQQ Coordinator

>>

>> 210 - 11th Avenue SW, Room 116

>>

>> PO Box 42602

>>

>> Olympia WA 98504-2602

>>

>> Fax: (360) 596-4077

>>

>> e-mail: cindy.haider@wsp.wa.gov

>>

>>

>>

>>

>>

>>

Haider, Cindy (WSP)

From: Cassidy, Joseph F. Jr [JOSEPH.F.CASSIDY.JR@saic.com]
Sent: Monday, October 27, 2008 9:52 AM
To: Haider, Cindy (WSP)
Subject: RE: RFQQ

Thanks

From: Cindy.Haider@wsp.wa.gov [mailto:Cindy.Haider@wsp.wa.gov]
Sent: Monday, October 27, 2008 12:38 PM
To: Cassidy, Joseph F. Jr
Subject: RFQQ

Mr. Cassidy,
Attached is the RFQQ as requested.
Thank-you,

Cindy Haider
WSP Coordinator
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Amy Kanaw [REDACTED]
Sent: Tuesday, November 04, 2008 2:44 PM
To: Haider, Cindy (WSP)
Subject: RFQQ and Centra

Cindy,

Just so you are aware this is what I received via CENTRA when I applied at the following sites:

http://www.intelligencecareers.com/jobs/jobview.cfm?jobid=1132817&refsrc=HJ_x4footer
(CENTRA Technology, Inc. is seeking **Criminal Intelligence Analysts** to provide intelligence support to in Seattle, Washington.

and

<http://jobview.monster.com/GetJob.aspx?JobID=77069793&JobTitle=Criminal+Intelligence+Analyst&q=Criminal+Intelligence+Analyst&rad=2010-29+12%3a59%3a00&pg=1&seq=2>

and

"We received your resume and are considering your qualifications for our current staffing needs. We will contact you if your qualifications match our position requirements. You are also welcome to apply to future job postings if a specific opportunity interests you. We appreciate your interest in exploring career opportunities with us and value your interest in becoming a member of our team. Note: This is an automated message and should only be used for resume submissions."

Sincerely,
CENTRA Technology, Inc.

So this is what I was calling about, not the RFQQ to contract employees for the position. Thank you for y

V/R,

Amy Kanawi

--- On Tue, 11/4/08, Cindy.Haider@wsp.wa.gov <Cindy.Haider@wsp.wa.gov> wrote:

From: Cindy.Haider@wsp.wa.gov <Cindy.Haider@wsp.wa.gov>
Subject: [REDACTED]
To: [REDACTED]
Date: Tuesday, November 4, 2008, 4:14 PM

Amy – attached is the Washington State Patrol's Request for Qualifications/Quotations (RFQQ) for Criminal Inte

those via the email posted.

Thank-you for inquiring,

Cindy Haider

WSP RFQQ Coordinator

cindy.haider@wsp.wa.gov

Centra Technology



Job Tools

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Job Summary

Criminal Intelligence Analyst

Company

Centra Technology

Location

Seattle, WA 98101

Industries

Government and Military

Job Type

Full Time
Employee

Relevant Work Experience

2+ to 5 Years

Education Level

Bachelor's Degree

Career Level

Experienced (Non-Manager)

Salary

Negotiable

Job Reference Code

WA-CA

About the Job

CENTRA Technology, Inc. is seeking **Criminal Intelligence Analysts** to provide intelligence support to the Washington Joint Analytical Center, the state intelligence fusion center in Seattle, Washington. The opportunity is located at the WAJAC in Seattle. Candidates must possess entry intelligence experience including:

- Two years of experience in intelligence support to operational or tactical level military operations, a Federal government intelligence agency, or a state or local law enforcement intelligence unit and/or a Bachelor's degree or higher in criminal justice, law enforcement, statistical analysis or a related field;
- Completion of an Intelligence Analyst Training course that includes the intelligence cycle, intelligence analysis and the production of intelligence reports;
- Effective writing skills for both current and strategic intelligence reports including fast turnaround of adhoc RFIs;
- Designing, planning and implementing intelligence research projects;
- Proficient in Microsoft Office Suite;
- Ability to work in a diverse working environment alongside law enforcement officers, criminal intelligence analysts and liaison officers from state, local and federal agencies; and
- Hold or be able to obtain a federal top secret security clearance, pass a criminal history background check and pass a polygraph examination if required.

Other experiences desired but not required include:

- Knowledge of the transnational and domestic terrorism threats;
- Background in financial crimes, or critical infrastructure protection;

Company Tools

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Contact Information

Centra Technology

- etc., or ability to learn new software applications quickly;
- Knowledge of or experience working with Federal, state or local law enforcement agencies; and
- Experience working in operational intelligence centers.

All applicants must have strong organization and communication skills. As we provide services for US Government customers in the national security arena, all CENTRA employees must apply for and receive security clearances. Therefore, US citizenship is required for all positions.

CENTRA Technology, Inc. is a rapidly growing small company providing systems engineering and analytical services to Federal, state and local government and commercial customers. We have main offices in Burlington, MA and Arlington, VA. CENTRA Technology, Inc. is an Equal Opportunity Employer.

We offer a full range of benefits, including competitive salary, comprehensive health plan including dental coverage, company-paid life & disability insurance policies, 401(k) plan with company match and profit sharing, ESOP, incentive bonuses, relocation assistance and a generous educational reimbursement program.

If you would like to apply for this position, please e-mail your resume to recruiter2@centratechnology.com. **Please reference job code WA-CI in the subject line.**

You are Applying to: Criminal Intelligence Analyst, Centra Technology, Seattle, WA 98101

Minimize 

Step 1:

* = Required Information

First name *

Last name *

Email address *

Email me a copy of my application

Privacy Notice: We'll save your name, resume, and the email address you've entered so that we can contact you about the status of your application if necessary, and for our internal reporting purposes. We will not disclose your e-mail address to anyone other than this employer.

Step 2:

Add your own cover letter or note below. To send your resume without a note, leave this box empty.

Note: Use plain text only. HTML is not supported.

Character Count: 0 (4,000 character limit)



Step 3:

Upload a new resume

Copy and paste a resume

Character Count: 0 (20,000 character limit)

Note: Word files, 500 KB or smaller.

Cancel [Submit](#)



[Apply Online](#)



[Find Similiar Jobs](#)

File Edit View Insert Format Tools Actions Help
Reply Reply to All Forward [Icons]

From: Haider, Cindy (WSP) Sent: Fri 10/24/2008 3:04 PM
To: Haider, Cindy (WSP)
Cc:
Bcc: 'doug.larm@seattle.gov'; 'lisa.palmieri@HQ.DHS.GOV'; 'PETER.K.WALSH@saic.com';
'Gerald.D.Dean@uscg.mil'; 'sarah.l.getty@saic.com'; 'ashley.m.hunsberger@nga.mil'
Subject: FW: RFQ WSP No. C090433PSC

4 of 24 - Clipboard

Paste All Clear All

Click an item to paste:

- 'ashley.m.hunsberger@n...
- 'sarah.l.getty@saic.com'
- 'Gerald.D.Dean@uscg.mil'
- 'PETER.K.WALSH@saic.com'

A correction to the WEBS address below; it should read <https://fortress.wa.gov/ga/webs/>
Thank-you,

Cindy Haider
WSP Contract
360-506-4071
cindy.haider@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Thursday, October 23, 2008 2:53 PM
To: Haider, Cindy (WSP)
Subject: RFQ WSP No. C090433PSC

The Washington State Patrol (WSP) has released a Request for Qualifications/Quotation (RFQ) to solicit proposals from Consultants to provide criminal intelligence analyst services at a regional criminal intelligence center serving Washington State. Proposers must be able to obtain a federal Top Secret level security clearance and pass a criminal history check with the FBI, WSP and/or local law enforcement.

You may obtain a copy of the RFQ from the Washin...

Haider, Cindy (WSP)
FW: RFQ WSP No. C090433PSC
A correction to the WEBS address below; it should read <https://fortress.wa.gov/ga/webs/>

Sent: Thu 10/23/2008 4:37 PM

From: Haider, Cindy (WSP)
To: Haider, Cindy (WSP)
CC:
Bcc: 'PETER.K.WALSH@saic.com'; 'Gerald.D.Dean@uscg.mil'; 'sarah.l.getty@saic.com'
Subject: RFQ WSP No. C090433PSC

The Washington State Patrol (WSP) has released a Request for Qualifications/Quotation (RFQO) to solicit proposals from Consultants to provide criminal intelligence analyst services at a regional criminal intelligence center serving Washington State. Proposers must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP and/or local law enforcement.

You may obtain a copy of the RFQO from the Washington's Electronic Business Solution (WEBS) webcustomerservice@qa.wa.gov. Proposals are due by 4:00 p.m., local time, on Friday, November 14, 2008 at the address listed below.

WSP is an equal opportunity employer and minority and women-owned businesses are encouraged to reply.

Please reference RFQO No. C090433PSC in any communications regarding this RFQO. For further information contact:

WSP Budget and Fiscal Services
ATTN: Cindy Haider, RFQO Coordinator
210 - 11th Avenue SW, Room 116
PO Box 42602
Olympia WA 98504-2602
Fax: (360) 596-4077
e-mail: cindy.haider@wsp.wa.gov

File Edit View Insert Format Tools Actions Help

Reply Reply to All Forward [Icons]

From: Halder, Cindy (WSP)

Sent: Thu 10/23/2008 2:53 PM

To: Halder, Cindy (WSP)

Cc:

Bcc: Huggdahl, Jeff (WSP); Drake, Randy (WSP); Braniff, Tim (WSP); 'lisa.palmieri@HQ.DHS.GOV'; 'doug.lami@seattle.gov'; 'ashley.m.hunsberger@nga.mil'

Subject: RFQ WSP No. C090433PSC

The Washington State Patrol (WSP) has released a Request for Qualifications/Quotation (RFQO) to solicit proposals from Consultants to provide criminal intelligence analyst services at a regional criminal intelligence center serving Washington State. Proposers must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP and/or local law enforcement.

You may obtain a copy of the RFQO from the Washington's Electronic Business Solution (WEBS) webscustomerservice@ga.wa.gov. Proposals are due by 4:00 p.m., local time, on Friday, November 14, 2008 at the address listed below.

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WSP Budget and Fiscal Services
ATTN: Cindy Halder, RFQO Coordinator
210 - 11th Avenue SW, Room 116
PO Box 42602
Olympia WA 98504-2602
Fax: (360) 596-4877
e-mail: cindy.halder@wsp.wa.gov

Haider, Cindy (WSP)

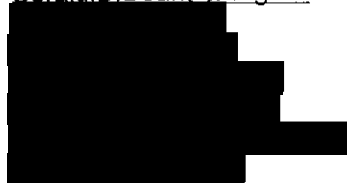
From: Drake, Randy (WSP)
Sent: Thursday, October 23, 2008 3:55 PM
To: Haider, Cindy (WSP)
Subject: Re: RFQQ WSP No. C090433PSC

The uscg and saic addresses would be great
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

From: Haider, Cindy (WSP)
To: Drake, Randy (WSP)
Sent: Thu Oct 23 15:53:23 2008
Subject: FW: RFQQ WSP No. C090433PSC

Lt,
I have included in the below email the three contacts you previously sent. The following are names that have been directly contacted in the past:

Gerald.D.Dean@uscg.mil



sarah.l.getty@saic.com

Do you wish to have the proposal directly sent to anyone from this list as well?

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Thursday, October 23, 2008 2:53 PM
To: Haider, Cindy (WSP)
Subject: RFQQ WSP No. C090433PSC

The Washington State Patrol (WSP) has released a Request for Qualifications/Quotation (RFQQ) to solicit proposals from Consultants to provide criminal intelligence analyst services at a regional criminal intelligence center serving Washington State. Proposers must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP and/or local law enforcement.

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Please reference RFQQ No. C090433PSC in any communications regarding this RFQQ. For further information contact:

WSP Budget and Fiscal Services
ATTN: Cindy Haider, RFQQ Coordinator
210 – 11th Avenue SW, Room 116
PO Box 42602
Olympia WA 98504-2602
Fax: (360) 596-4077
e-mail: cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Thursday, October 23, 2008 3:59 PM
To: Haider, Cindy (WSP)
Subject: Re: RFQQ WSP No. C090433PSC

Also include:
PETER.K.WALSH@saic.com

Thanks
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

From: Haider, Cindy (WSP)
To: Drake, Randy (WSP)
Sent: Thu Oct 23 15:53:23 2008
Subject: FW: RFQQ WSP No. C090433PSC

Lt,
I have included in the below email the three contacts you previously sent. The following are names that have been directly contacted in the past:

Gerald.D.Dean@uscg.mil



sarah.l.getty@saic.com

Do you wish to have the proposal directly sent to anyone from this list as well?

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Thursday, October 23, 2008 2:53 PM
To: Haider, Cindy (WSP)
Subject: RFQQ WSP No. C090433PSC

The Washington State Patrol (WSP) has released a Request for Qualifications/Quotation (RFQQ) to solicit proposals from Consultants to provide criminal intelligence analyst services at a regional criminal intelligence center serving Washington State. Proposers must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP and/or local law enforcement.

You may obtain a copy of the RFQQ from the Washington's Electronic Business Solution (WEBS) webcustomerservice@ga.wa.gov. Proposals are due by 4:00 p.m., local time, on Friday, November 14, 2008 at the address listed below.

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Please reference RFQQ No. C090433PSC in any communications regarding this RFQQ. For further information contact:

**WSP Budget and Fiscal Services
ATTN: Cindy Haider, RFQQ Coordinator
210 – 11th Avenue SW, Room 116
PO Box 42602
Olympia WA 98504-2602
Fax: (360) 596-4077
e-mail: cindy.haider@wsp.wa.gov**

Haider, Cindy (WSP)

From: Drake, Randy (WSP)

Sent: Thursday, October 23, 2008 8:43 AM

To: Haider, Cindy (WSP)

Cindy,

Here are three contacts for the RFQQ. I have an analyst working on additional contacts right now.

IALEA (Association of Analysts)

lisa.palmieri@HQ.DHS.GOV

Military Contact

doug.larm@seattle.gov

ashley.m.hunsberger@nga.mil

Ashley Hunsberger

Imagery Analyst

Latin America Division

Venezuela Branch

(703) 262-4454

Lieutenant Randy Drake

Washington State Patrol Intelligence Section

Washington State Fusion Center (WSFC)

Cell: 360-239-0359

Search - Bid ID: 5140
 Customer Ref #: C090433PSC
 Bid Title: Criminal Intelligence Analyst Services
 Bid Contact: Cindy Haider
 Bid Organization: Patrol, State

Active Date: 10/23/2008
 Inactive Date: 11/14/2008
 Solicitation Type: RFQQ
 Public Bid: Yes
 Estimated Value: 3,000,000

Vendor Details:

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
@Work Solutions Inc			10/23/2008			
3T Interactive, LLC	3T Interactive, LLC		10/23/2008			
5 Circles Enterprises LLC	5 Circles Research		10/23/2008			
A Customer's Point of View, Inc.			10/23/2008			
Abacus Associates, Inc.			10/23/2008			
Abacus Research, LLC			10/23/2008			
ABS Communications, INC		MW	10/23/2008			
Advanced Planning Solutions, Inc			10/23/2008			
Advancement Consulting			10/23/2008			
Aelera Consulting Corp.	Aelera Corporation		10/23/2008			
Affiliated Computer Services, Inc			10/23/2008			
Affiliated Information Resources, Inc.	Affiliated Information Resources, Inc.		10/23/2008			
Aldrich Kilbride & Tatone LLC			10/23/2008			
Alison Peters Consulting		W	10/23/2008			
Amble Consulting			10/23/2008			
American Institutes for Research			10/23/2008			
American Occupational Institute, LLC			10/23/2008			
American Occupational Institute, LLC			10/23/2008			
American Safety Council			10/23/2008			
Amreli Technology			10/23/2008			
Andrea C. Archer Consulting	Archer Consulting Group		10/23/2008			
Angel Flight Marketing Services			10/23/2008			
Anthro-Tech, Inc.			10/23/2008			
APCO Worldwide	APCO Worldwide		10/23/2008			
Apian Software			10/23/2008			
Apperson Print Management Services, Inc.			10/23/2008			
Applied Communications	Applied Communications		10/23/2008			
Applied Management & Planning Group			10/23/2008			
Applied Measurement Professionals, Inc.			10/23/2008			

Bid Commodities:

9836 Research Support Services

Bid Counties:

ALL

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Applied Research Northwest, LLC			10/23/2008			
Applied Technical Systems Inc.	ATS		10/23/2008			
APPRISE Incorporated			10/23/2008			
Arkansas Foundation for Medical Care			10/23/2008			
Art Anderson Associates	Art Anderson Associates		10/23/2008			
Assistants At Their Best			10/23/2008			
athens corporation			10/23/2008			
Avason Partners			10/23/2008			
Bahnsen Technology Services			10/23/2008			
Barney & Worth, Inc.			10/23/2008			
Barrister Global Services Network			10/23/2008			
Bavendam Research Inc.			10/23/2008			
Becker Consulting			10/23/2008			
Beckwith Consulting Group	Beckwith Consulting Group		10/23/2008			
Behavior Research Center, Inc.			10/23/2008			
Behavioral Health Concepts, Inc.			10/23/2008			
Berkeley Policy Associates	BPA		10/23/2008			
Better World International	Better World		10/23/2008			
BioAquatics International LLC			10/23/2008			
Blakey Consulting			10/23/2008			
BLJ Marketing		M	10/23/2008			
Blue Inc	blue research		10/23/2008			
BNResearch			10/23/2008			
Bogard & Associates			10/23/2008			
Boise State University	BSU Social Science Research Center		10/23/2008			
Bolden Research			10/23/2008			
BootLeg Enterprise, Inc.			10/23/2008			
Booz Allen			10/23/2008			
Bosma Research International, Inc.	145579400		10/23/2008			
BrandSolutions, Inc.			10/23/2008			
Bryan & Bryan Associates		W	10/23/2008			
Burger, Carroll & Associates, Inc.	Burger, Carroll & Associates, Inc		10/23/2008			
Business Process Partners LLC			10/23/2008			
Cal Coast Data Entry, Inc.			10/23/2008			
Caldwell Enterprises (Sole Proprietorship)			10/23/2008			
Call Quest			10/23/2008			
Campbell DeLong Resources, Inc.			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Critical Illness and Trauma Foundation, Inc.			10/23/2008			
criticalpath consulting	criticalpath consulting		10/23/2008			
CTA COMMUNICATIONS, INC.			10/23/2008			
Cultivate Marketing			10/23/2008			
Cultural Entrepreneurs			10/23/2008			
Cunningham Environmental Consulting, Inc.		W	10/23/2008			
CyberData, Inc.			10/23/2008			
Cynergy Systems LLC			10/23/2008			
D.J. Case & Associates	same		10/23/2008			
DAB Paralegal Services, Inc.			10/23/2008			
Data Nexus, Inc.			10/23/2008			
Data Recognition Corporation			10/23/2008			
DataStat, Inc.			10/23/2008			
DatStat Inc.			10/23/2008			
David Coronado, Indedpemndent Health Care Consultant			10/23/2008			
Davis Y. Ja & Associates	Davis Y. Ja & Associates		10/23/2008			
DD and D Consultants			10/23/2008			
Deborah E. peterman & Associates, Inc	Peterman & Associates	W	10/23/2008			
Desautel Hege Communications, Inc.		MW	10/23/2008			
Dickason Consulting.com			10/23/2008			
Digital Research, Inc.	Davidson-Peterson Associates		10/23/2008			
Doe & Associates		W	10/23/2008			
DOLFIN	DOLFIN		10/23/2008			
DR Solutions	DR Solutions		10/23/2008			
DS Consulting			10/23/2008			
DSN, Inc.			10/23/2008			
Duck Creek Associates, Inc.			10/23/2008			
Dun and Bradstreet	D&B		10/23/2008			
dxResearch	dxResearch		10/23/2008			
dxResearch			10/23/2008			
Dye Management			10/23/2008			
Dynamic Workforce Solutions, LLC	Dynamic Works Institute		10/23/2008			
Eagle Point			10/23/2008			
EB Jacobs, LLC			10/23/2008			
EBONY MARKETING RESEARCH, INC. (EMR)			10/23/2008			
EchoStor Technologies	Same		10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Canmark Technologies Ltd	Canmark Technologies Ltd		10/23/2008			
Carolyn Browne Associates		W	10/23/2008			
Carrie M. Kuehn	Evergreen Data Services	W	10/23/2008			
Cascade Economics LLC			10/23/2008			
Cascade Legal Copying & Technologies LLC			10/23/2008			
Cascadia Consulting Group, Inc			10/23/2008			
CBN Secure Technologies			10/23/2008			
CC Consulting	CC Consulting	W	10/23/2008			
Cedar River Group, LLC			10/23/2008			
Center for the Support of Families		W	10/23/2008			
CENTRA Technology, Inc.	CENTRA Technology, Inc.		10/23/2008			
Chabot Consulting	Richard Chabot		10/23/2008			
Chandola Law Firm LLC			10/23/2008			
Christian J. Stewart Consulting			10/23/2008			
Christmas Covell, PhD			10/23/2008			
Chrysalis Consulting Group, Inc			10/23/2008			
CIC Research, Inc.	CIC Research, Inc.		10/23/2008			
Clearwater Research, Inc.			10/23/2008			
Coda Consulting Group, Inc.			10/23/2008			
Cognition IT, Inc.			10/23/2008			
Collaborative Communication Consultants			10/23/2008			
Communication Resources Northwest L.L.C.		MW	10/23/2008			
Communications Center, Inc.	CCI		10/23/2008			
Community Attributes			10/23/2008			
Community Support Solutions	Community Builders		10/23/2008			
Computer Sciences Corporation	CSC		10/23/2008			
Concurrent Technologies Corporation			10/23/2008			
Conkling Fiskum & McCormick	Tom Eiland		10/23/2008			
Consortium of Business Continuity Professionals, Inc	CBCP		10/23/2008			
Cornelius & Associates, Inc.	Collegiate Project Services		10/23/2008			
Cornerstone Strategies, Inc.			10/23/2008			
Corporation for a Skilled Workforce			10/23/2008			
Counterpoint Consulting			10/23/2008			
CPS Human Resource Services			10/23/2008			
Credential Inc.			10/23/2008			
Criterion Health, Inc.			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Gard Strang Aldridge Edwards, Inc.	Gard & Gerber		10/23/2008			
Gardner Johnson, Ilc			10/23/2008			
Gene Fusch and Associates	Gene Fusch and Associates		10/23/2008			
General Administration	General Administration		10/23/2008			
Generations Center			10/23/2008			
GeoLogics Corporation	SAME AS ABOVE		10/23/2008			
Gibbons & Riely PLLC	RE-SOLVE		10/23/2008			
Gilbert Consulting			10/23/2008			
Global Education Services			10/23/2008			
Global Information and Communications Technologies LLC	Global ICTek		10/23/2008			
Global Insight (USA) Inc.			10/23/2008			
Global Remote Sensing, LLC			10/23/2008			
Global Systems Integration, LLC	Carol E Carpenter		10/23/2008			
Globalwise Inc.			10/23/2008			
GMA Research Corporation	Same		10/23/2008			
Godbe Corporation	Godbe Research		10/23/2008			
Golder Associates Inc.	Golder Associates Inc.		10/23/2008			
Goldstein Law Office, PLLC	Goldstein Law Office, PLLC		10/23/2008			
Graber and Company, LLC	Graber and Company		10/23/2008			
Great Lakes Marketing Associates Inc.	Great Lakes Marketing		10/23/2008			
Group Four, Inc.			10/23/2008			
Guaranteed Returns			10/23/2008			
Hanagriff and Associates Impact Consulting	same		10/23/2008			
Hardwick Research		W	10/23/2008			
Hastings Communication Services, Inc.			10/23/2008			
HATZMAN Group LLC	HATZMANGroup	M	10/23/2008			
HBMG, Inc.	n/a	M	10/23/2008			
Health & Behavioral Risk Research Center			10/23/2008			
Health Improvement Partnership	Health Improvement Partnership		10/23/2008			
Health Management Associates Inc.			10/23/2008			
Health Management Systems, Inc.			10/23/2008			
Health Systems Research, Inc			10/23/2008			
Health/Long-Term Care Strategy			10/23/2008			
HealthcareData.com,LLC			10/23/2008			
Hebert Research, Inc.			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
ECOLUTION			10/23/2008			
Economic Consultants Oregon LTD	ECONorthwest		10/23/2008			
Economic Modeling Specialists, Inc.			10/23/2008			
EDAW, Inc.			10/23/2008			
EDGE HEALTHCARE RESEARCH, INC.			10/23/2008			
Educational Policy Improvement Center	Educational Policy Improvement Center		10/23/2008			
Edvance Research, Inc.	Edvance Research, Inc.		10/23/2008			
Edvantia, Inc.			10/23/2008			
ELIGIBILITY SERVICES, INC.	ESI		10/23/2008			
Elway Research, Inc.			10/23/2008			
EMC Research Inc	EMC Research		10/23/2008			
Emergence Consulting LLC	Cheri Baker		10/23/2008			
EMT Associates, Inc.			10/23/2008			
Encore Legal Solutions, Inc.	Encore Discovery Solutions, Inc.		10/23/2008			
Envirobidnet			10/23/2008			
EnviroVision Corp.		W	10/23/2008			
Epiq Systems	Epiq Class Action and Claims Solutions		10/23/2008			
eSchool Solutions, Inc.	eSchool Solutions		10/23/2008			
evantec corporation			10/23/2008			
Evergreen Solutions LLC	Management Consulting Firm	W	10/23/2008			
FAAVM Canada	FAAVM Canada		10/23/2008			
Facility Management Engineering, Inc.			10/23/2008			
Federal Engineering, Inc.			10/23/2008			
Federal Sources			10/23/2008			
Federal Sources, Inc.			10/23/2008			
FedSources, Inc.			10/23/2008			
Fernandes @ Associates, Inc.			10/23/2008			
Fieldware, LLC	OffenderLink		10/23/2008			
Fieldworker Products Limited			10/23/2008			
FLT Consulting, Inc.		W	10/23/2008			
Foley Research Inc.			10/23/2008			
Foresight Consultants			10/23/2008			
FourThought Group, Inc.	FourThoughtGroup, Inc.		10/23/2008			
Fred Morris	Fred Morris Consulting		10/23/2008			
Full Capacity Marketing, Inc			10/23/2008			
G&D Consulting			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
JMS & Associates, Inc.			10/23/2008			
Joanne J Greenberg	HydroLogic Services Company	W	10/23/2008			
Jones Advertising Inc.	Jones Advertising Inc.		10/23/2008			
Just Trust Solutions			10/23/2008			
Justrite Printing and Design Center, LLC		MW	10/23/2008			
Katz & Associates	Katz & Associates		10/23/2008			
Kauffman & Associates, Inc.		MW	10/23/2008			
Kaye Kendrick Entrprises, LLC	Kaye Kendrick Enterprises, LLC		10/23/2008			
Keep the Change	n/a		10/23/2008			
Keystone University Research Corporation	KeyStone Research Corporation		10/23/2008			
KH Consulting Group			10/23/2008			
Kittinger Associates			10/23/2008			
Klima Consulting			10/23/2008			
Knowledge Wave International, Inc			10/23/2008			
KTA Consulting	KTA Consulting		10/23/2008			
L & R Copy Service, Inc.			10/23/2008			
L. G. Verellen Consulting			10/23/2008			
Laing Communications			10/23/2008			
LAN Resources LLC	LAN Resources		10/23/2008			
Land Development Engineering & Surveying, Inc.		M	10/23/2008			
Lane Powell PC			10/23/2008			
Leadership Inc.		W	10/23/2008			
LeCroy & Milligan Associates, Inc.			10/23/2008			
Leonard Guss Associates Inc			10/23/2008			
Leonti and Associates	Leonti and Associates		10/23/2008			
LexisNexis Risk & Information Analytics Group Inc.	LexisNexis Risk & Information Analytics Group Inc.		10/23/2008			
LexisNexis, a division of Reed Elsevier Inc.			10/23/2008			
Library Associates			10/23/2008			
Light Heavy Industries, LLC			10/23/2008			
Lindekugel Consulting			10/23/2008			
Logic20/20, Inc.	Logic20/20, Inc.		10/23/2008			
Loislaw	Aspen Publishers		10/23/2008			
Luther Consulting, LLC			10/23/2008			
LYRA Biological	LYRA Biological		10/23/2008			
Macduff/Bunt Associates			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Hendrickson Consulting			10/23/2008			
Herrera Communications	Herrera Communications		10/23/2008			
Hezel Associates, LLC			10/23/2008			
High Impact Data			10/23/2008			
Hill & Knowlton	Rockey Hill & Knowlton		10/23/2008			
Hinrichs, Proudfoot & Skov, Inc.	Good Company		10/23/2008			
Hispanic America Group	Hispanic America Group		10/23/2008			
Histon, LLC	Histon		10/23/2008			
Hornby Zeller Associates			10/23/2008			
iBridge LLC	Desh Urs		10/23/2008			
ICF Incorporated, L.L.C.	ICF International		10/23/2008			
IFES			10/23/2008			
Illum Associates, Inc.		MW	10/23/2008			
IMPACT Solutions, LLC			10/23/2008			
Industrial Economics, Incorporated			10/23/2008			
Informa Research Services, Inc.			10/23/2008			
Information Insights	Information Insights		10/23/2008			
Information Matters, LLC	Information Matters		10/23/2008			
InfoSearch International Corporation	InfoSearch International Corporation		10/23/2008			
Insight Policy Research, Inc.			10/23/2008			
Integrated Warehousing Solutions			10/23/2008			
Intermountain Environmental, Inc.			10/23/2008			
inVentiv Health			10/23/2008			
Investigation Consultants Group, LLC	ICG, LLC		10/23/2008			
Invoke Solutions Inc.			10/23/2008			
INX, Inc.			10/23/2008			
Isaak Associates			10/23/2008			
iSKY			10/23/2008			
Isomorphic			10/23/2008			
Issues & Answers Network, Inc.			10/23/2008			
JADES Corporation	Majority Opinion Research		10/23/2008			
Jamatrix Ent.	CapitolWay.com		10/23/2008			
James Lee Witt Associates, LLC			10/23/2008			
James McCafferty			10/23/2008			
Jane Wood	Jane Wood		10/23/2008			
JBL Associates, Inc.			10/23/2008			
JBS International, Inc.			10/23/2008			
Jennifer K. Purcell			10/23/2008			
JJ's For All Occasions			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Mountain View Ventures, Inc.	DigitalCare, Inc.		10/23/2008			
MuniServices Company, LLC			10/23/2008			
MWW Group			10/23/2008			
Nancy L. Sundt	Alternative Legal Services W & Judgment Recovery		10/23/2008			
NanoReg, Inc.	NanoReg		10/23/2008			
NATIONAL BUSINESS SYSTEMS INC			10/23/2008			
National Research Center, Inc.			10/23/2008			
National Research Corporation	NRC+Picker Group		10/23/2008			
National Training Group			10/23/2008			
NERA Economic Consulting			10/23/2008			
New Orleans Teleport, Inc	n/a		10/23/2008			
Nick of Time LLC	Nick of Time LLC		10/23/2008			
Ninthlink	Ninthlink		10/23/2008			
NoFlatlines Consulting			10/23/2008			
None			10/23/2008			
Northern Economics, Inc.			10/23/2008			
Northwest Academy for Exceptional Children			10/23/2008			
Northwest Certified Surveys, Inc.	Gilmore Research Group		10/23/2008			
Northwest Economic Associates	Northwest Economic Associates, a division of ENTRIX, Inc.		10/23/2008			
Northwest Heritage Consultants, LLC	Northwest Heritage Consultants		10/23/2008			
Northwest Professional Consortium, Inc.	NPC Research		10/23/2008			
Northwest Regional Educational Laboratory	NWREL		10/23/2008			
Northwest Research Group, Inc.		W	10/23/2008			
Northwest Resource Associates	Northwest Adoption Exchange & Cascadia Training		10/23/2008			
Northwest Survey & Data Services			10/23/2008			
Northwest Virtual Assistant			10/23/2008			
NOVO 1, Inc.			10/23/2008			
NSC Consulting	SPLASH Marketing Connections		10/23/2008			
NW Collaborations			10/23/2008			
O. T. P. Enterprises	O. T. P. Enterprises		10/23/2008			
Oce' North America, Inc.			10/23/2008			
Odominus Investigative Solutions, Inc.		W	10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Macro International Inc.			10/23/2008			
madison advisors			10/23/2008			
Majic Consulting Group	Majic Consulting Group		10/23/2008			
Majority Opinion Research			10/23/2008			
Malcolm Pirnie, Inc.			10/23/2008			
Managed Care Consulting, Inc.	Community Health Partnerships		10/23/2008			
Management Engineering Associates, LLC			10/23/2008			
Marine Resources Consultants	Marine Resources Consultants		10/23/2008			
Mark Damian Duda and Associates	Responsive Management		10/23/2008			
Markert Decisions, LLC			10/23/2008			
Market Decisions Corporation			10/23/2008			
Market Trends, Inc.			10/23/2008			
MarketFitz, Inc.	MarketFitz		10/23/2008			
Mary Campbell & Associates LLC	Mary Campbell & Associates LLC		10/23/2008			
Mason Tillman Associates, Ltd.			10/23/2008			
Mathematica Policy Research, Inc.			10/23/2008			
Matt Lorenz & Associates			10/23/2008			
Matthew Bender & Company, Inc.			10/23/2008			
McGee & Evers Consulting, Inc.			10/23/2008			
Mellon Investor Services	Mellon Investor Services		10/23/2008			
Mercer Human Resource Consulting			10/23/2008			
Merit Research Corporation	Merit Research		10/23/2008			
Merlin Biological	Dianna Lysgaard-Rutz		10/23/2008			
Meta Medica Supplies Inc.			10/23/2008			
MetriTech, Inc.			10/23/2008			
MGA & Associates Paralegal Services	MGA & Associates Paralegal Services		10/23/2008			
Michael Luis & Associates			10/23/2008			
Michelle Marie Frank	MAS Solutions & Services		10/23/2008			
Michigan Peer Review Organization	MPRO		10/23/2008			
Micro-busters			10/23/2008			
Milepost Consulting, Inc.		W	10/23/2008			
Milestone Technology, Inc.			10/23/2008			
MJMcKay Corporation			10/23/2008			
Moore & Associates, Inc.			10/23/2008			
More Voices Inc.			10/23/2008			
Moss Adams LLP			10/23/2008			
Mothers Of Military Support			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Professional Information Research			10/23/2008			
Professional Telephone Services, Inc.	Pro-Tel, inc.		10/23/2008			
Program and Policy Insight, LLC			10/23/2008			
Prospect Management Enterprises Inc.			10/23/2008			
PRR, Inc.		MW	10/23/2008			
Prudential Information Corporation	Call Centers 24x7		10/23/2008			
Public Health Foundation Enterprises, Inc.	PHFE Management Solutions		10/23/2008			
Public Health Institute			10/23/2008			
Public Safety Consultants, Inc	Same		10/23/2008			
Puget Sound Center Foundation for Teaching, Learning and Technology	Puget Sound Center for Teaching, Learning and Technology		10/23/2008			
Pulsar Research & Consulting			10/23/2008			
Pytrus Systems, LLC			10/23/2008			
QSI Consulting, Inc.			10/23/2008			
Quadrant Solutions, LLC	Quadrant Solutions, LLC		10/23/2008			
Qualis Health			10/23/2008			
Quantum Consulting, Inc.			10/23/2008			
Questar Data Systems, Inc.			10/23/2008			
Radarworks	Radarworks		10/23/2008			
Rain Networks			10/23/2008			
Real Estate Aristocrats			10/23/2008			
REDA International, Inc.			10/23/2008			
Redhill Group, Inc.	Strategic Consulting & Research		10/23/2008			
Redish & Associates, Inc.	--		10/23/2008			
Research Horizons LLC	Phoenix Marketing International		10/23/2008			
ResearchWorks, Inc.			10/23/2008			
RHO International	Douglas Edison, Business & Leadership Performance Consulting		10/23/2008			
Richard Hill Associates			10/23/2008			
Rinaldi & Associates		W	10/23/2008			
RMC Consultants, Inc			10/23/2008			
RMC Research Corporation	same		10/23/2008			
RNR Consulting			10/23/2008			
Ross-Campbell, Inc.			10/23/2008			
Runzheimer International Ltd.			10/23/2008			
S & F Networking Associates LLC			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Office of Minority and Women's Business Enterprises	OMWBE		10/23/2008			
Ojeda Business Ventures, LLC			10/23/2008			
OPEN MINDS			10/23/2008			
Opinion Dynamics Corporation			10/23/2008			
Opinion Research Northwest			10/23/2008			
OpinionWorks	OpinionWorks		10/23/2008			
Organizational Research Services		W	10/23/2008			
Organizational Resource Group, Inc.	Organizational Resource Group (ORG)		10/23/2008			
Oyate Consultants	Oyate		10/23/2008			
Pacific Biodiversity Institute			10/23/2008			
Pacific Data Centers, Inc.			10/23/2008			
Pacific Market Research			10/23/2008			
Pacific Research & Consulting	Douglas A. Orr, Ph.D.		10/23/2008			
Pacific Research and Evaluation			10/23/2008			
Pacific Software Technology			10/23/2008			
Paradise Communications	Paradise Communications		10/23/2008			
Paragon Investigations/CrypTEC Forensic INC			10/23/2008			
Parametric Marketing LLC			10/23/2008			
Parker Corporate Services, Inc.	Action Cleaning, Whatcom Security Agency, Merchant Patrol Security		10/23/2008			
Parker LePla, Inc.	Parker LePla		10/23/2008			
Pearson Achievement Solutions	Pearson Education		10/23/2008			
Pegus Research Inc.			10/23/2008			
Pemerl & Associates			10/23/2008			
Perceptive Market Research			10/23/2008			
Performance Assessment Network, Inc.			10/23/2008			
pesho & pesho, ltd	e-immigration.net		10/23/2008			
Piurek Inc.	Piurek & Associates		10/23/2008			
Platinum Resources, LLC	Platinum Resources, LLC		10/23/2008			
PLATINUM TECHNOLOGIES	PLATINUM TECHNOLOGIES		10/23/2008			
port of gig harbor corporation	harbor works		10/23/2008			
Portland State University	Executive Leadership Institute		10/23/2008			
Practical Business Ally			10/23/2008			
Praxis HR, L.L.C.	Praxis HR		10/23/2008			
Print Operations Group			10/23/2008			
Professional Data Systems, Inc.			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Straka Marketing			10/23/2008			
Strategica, Inc.			10/23/2008			
Substantia			10/23/2008			
Sugar Hill Research & Consulting, LLC.			10/23/2008			
Susan Cooley Computer Services			10/23/2008			
Switzer Associates...Leadership Solutions			10/23/2008			
SWMG Productions, Inc.	nFocus Software		10/23/2008			
Synergy Business Services			10/23/2008			
Sysix Technologies			10/23/2008			
Systema Scientific, LLC	Systema Scientific, LLC		10/23/2008			
SystemaTech Technical Management Services			10/23/2008			
T. S. Marshall & Associates, Inc.			10/23/2008			
T.J. Peitz	Sound Vision Video Production		10/23/2008			
Talent Strategy Inc.	MacKay Edge Assessment Group		10/23/2008			
Talonya Adams			10/23/2008			
TARAH AND ASSOCIATES INC		MW	10/23/2008			
Team TelCom Inc.			10/23/2008			
TechLine Communications, Inc.	TechLine Communications, Inc.		10/23/2008			
TechnoMetrica, Inc.			10/23/2008			
Thalia Syracopoulos		W	10/23/2008			
The Active Group			10/23/2008			
The Alford Group			10/23/2008			
The Center for Research & Public Policy			10/23/2008			
The Connections Group			10/23/2008			
The Frause Group	The Frause Group		10/23/2008			
The Frause Group	Same		10/23/2008			
The Goodenough Company			10/23/2008			
The Henne Group			10/23/2008			
The Hotchkiss Group LLC			10/23/2008			
The HSM Group, Ltd.			10/23/2008			
The Institute for Advanced Development			10/23/2008			
THE LAW OFFICE OF AMAMILO & ASSOCIATES			10/23/2008			
The Law Office of Tim Spellman, PLLC			10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
S. Stentz			10/23/2008			
Safety Research Corporation of America			10/23/2008			
Sage Environmental		W	10/23/2008			
Sage Media & Communications, Inc.			10/23/2008			
Sage Solutions, LLC			10/23/2008			
Sandy Webb			10/23/2008			
SatisFaction Strategies, LLC			10/23/2008			
School Synergy			10/23/2008			
Scontrino-Powell	Scontrino & Associates		10/23/2008			
SDSU - Social Science Research Laboratory			10/23/2008			
Search Associates & Consultants			10/23/2008			
Seattle Southcenter Courtyard by Marriott			10/23/2008			
Select, Assess & Train LLC			10/23/2008			
Senture, LLC	Senture		10/23/2008			
Sharp Consulting Group LLC			10/23/2008			
Sharp Hartwig Inc.			10/23/2008			
Shawn Laurel Moore			10/23/2008			
Siboney Consultants, LLC			10/23/2008			
Sierra Information Services	Sierra Information Services		10/23/2008			
Smart Data Strategies			10/23/2008			
smith enterprises			10/23/2008			
SMS Research & Marketing Services, Inc.	SMS		10/23/2008			
Social & Economic Sciences Research Center @ WSU			10/23/2008			
Social Solutions Inc			10/23/2008			
Social Solutions.com, Inc		M	10/23/2008			
Softmart Government Services, Inc.			10/23/2008			
Solimar Research Group			10/23/2008			
Solutions Consulting Group LLC	Public Knowledge, LLC		10/23/2008			
Solutions In Surveys			10/23/2008			
Sound Answering and Business Services, Inc.	Sound Telecom		10/23/2008			
Sound GIS		W	10/23/2008			
SparrowHawk Consulting Company, Inc.			10/23/2008			
Sport Business Interests			10/23/2008			
SRA1,LLC	Strategic Research Associates		10/23/2008			

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
Zuercher Technologies LLC			10/23/2008			

Vendor Summary:

Total Minority Owned	5
Total Minority & Woman Owned	8
Total Woman Owned	27
Total Vendors	525

Company Name	DBAName	OMWBE	Notified	Requested	Responded	Awarded
The Lewin Group, Inc.			10/23/2008			
The Mountain-Whisper-Light, Inc.			10/23/2008			
The NTI Group, Inc.			10/23/2008			
The Pentimento Group, Inc.	The Pentimento Group, Inc.		10/23/2008			
The Research Department, Inc.	TRD Frameworks		10/23/2008			
Thistle Editorial	Thistle Editorial		10/23/2008			
THOMAS, WARREN & ASSOCIATES, LLC	THOMAS, WARREN + ASSOCIATES		10/23/2008			
Thompson Corporation of Washington	Cypress Consulting		10/23/2008			
ThomTech Design, Inc.			10/23/2008			
Timberline Total Solutions, L.L.C.			10/23/2008			
tmdgroup, Inc			10/23/2008			
Traffic Count Consultants, Inc		W	10/23/2008			
Trident Security Associates, LLC			10/23/2008			
Uncommon Solutions			10/23/2008			
Unique Style Communications	Unique Style		10/23/2008			
Upstream Northwest, Inc.			10/23/2008			
Urban Analytics, Inc.		W	10/23/2008			
Userspace Corporation			10/23/2008			
vCustomer Corporation			10/23/2008			
Verbena			10/23/2008			
Virtual Independent Paralegals	Deposition Digest and Transcription by Trish		10/23/2008			
Visionary Integration Professionals, LLC			10/23/2008			
VT Halter Marine, Inc.	VTHM		10/23/2008			
Waldron & Company			10/23/2008			
Walter R. McDonald & Associates, Inc.			10/23/2008			
Ward Consulting			10/23/2008			
Washington Policy Center			10/23/2008			
Wenatchi Group, Inc.	Wenatchi Group, Inc.		10/23/2008			
West Publishing Corporation	West Group		10/23/2008			
WestEd			10/23/2008			
Western Watershed Analysts			10/23/2008			
Westshare Services, Inc.	Westshare Services, Inc.	W	10/23/2008			
White Shield Technologies, LLC			10/23/2008			
Wonderlic, Inc.			10/23/2008			
ZapThink, LLC			10/23/2008			
Zenuevo, LLC	Kirk Stork		10/23/2008			

Haider, Cindy (WSP)

From: ITD Web Support
Sent: Friday, October 24, 2008 10:08 AM
To: Haider, Cindy (WSP)
Subject: RE: RFQQ

This RFQQ has been posted to the vendor page.

Nancy Davis

Washington State Patrol
ITD Web Support
(360) 705-5147

From: Haider, Cindy (WSP)
Sent: Thursday, October 23, 2008 2:25 PM
To: ITD Web Support
Subject: RFQQ

Would you please post this on the WSP vendor page at <http://www.wsp.wa.gov/business/vendor.htm?>

The project schedule is:

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

Please let me know when it's been added to the webpage.
Thank-you,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

Lieutenant Randy Drake

Washington State Patrol Intelligence Section
Washington State Fusion Center (WSFC)
Cell: 360-239-0359

From: Hugdahl, Jeff (WSP)
Sent: Mon 10/20/2008 12:24 PM
To: Drake, Randy (WSP)
Cc: Haider, Cindy (WSP)
Subject: RE: RFQQ for Senior Intel Analyst

If I'm understanding you, the minimum requirements are.....
Intel Analyst – 2 years experience (a 2 year degree can substitute for experience); and intel analyst specialized training.
Lead – 4 years experience, 4 year degree, and intel analyst specialized training.

Cindy, please use the attached as the final and develop the procurement schedule. When this goes into WEBS, the commodity code will be 9836, Survey and Research Services. I'd like this posted on WSP's procurement page, too.

LT D, please give Cindy an e-mail list and she'll let them know how to get the RFQQ.

From: Drake, Randy (WSP)
Sent: Sunday, October 19, 2008 6:08 PM
To: Hugdahl, Jeff (WSP)
Cc: Haider, Cindy (WSP)
Subject: RE: RFQQ for Senior Intel Analyst

Jeff and Cindy,

Overall, this looks pretty good to me.

Somewhere in the edits I lost the Intel Analyst requirement for an Associate's degree or two years of experience. This was in the original RFQQ in addition to the language specifying that a Bachelor's degree can be substituted for the work experience. I think this is an important requirement that should be included here. I added that to this revision...for your approval. If you agree, the language will need to be placed on Exhibit B too.

There were only a couple of other grammar/typo edits I made.

If we want the applicants to come to the interview with two or three examples of products they have produced, then when do we tell them that?

Finally, I am compiling a small list of potential contractors who have inquired about these opportunities. I will get that to you early this week. For my information, where will this RFQQ be formally posted?

Thanks for your help and patience.

Lieutenant Randy Drake

Washington State Patrol Intelligence Section
Washington State Fusion Center (WSFC)
Cell: 360-239-0359

From: Hugdahl, Jeff (WSP)

10/20/2008

Haider, Cindy (WSP)

From: Braniff, Tim (WSP)
Sent: Thursday, October 23, 2008 10:00 AM
To: Haider, Cindy (WSP); Drake, Randy (WSP)
Cc: Hugdahl, Jeff (WSP)
Subject: Re: RFQQ

Approved - move forward.

Captain Timothy P. Braniff
Investigative Assistance Division
Washington State Patrol

From: Haider, Cindy (WSP)
To: Braniff, Tim (WSP); Drake, Randy (WSP)
Cc: Hugdahl, Jeff (WSP)
Sent: Tue Oct 21 17:38:07 2008
Subject: RFQQ

Captain - Please review the final draft of the attached RFQQ. If I may have your approval by Thursday, October 23, I will post it to WEBS (Washington's Electronic Business Solution) that afternoon.

Lt - All the requirements should be in order. As for the definition of Intelligence Analyst Training it is defined on Page 5, Section 1.6 under Definitions. Please see the first page of the RFQQ that provides the schedule layout; let me know if you have questions regarding the dates. I will need names and email addresses of the additional contacts by Thursday as well.

I will be out of the office Wednesday, October 22, but will be back in on Thursday morning.

Thank-you,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090433PSC**
Task Order Number: **1**

Contractor: **Operational Applications Inc.**

Period of Performance for Task Order: January 1, September 30,
Start Date: 2009 End Date: 2009

Description of Service: The Contractor's Employee (Bill Evans) shall provide lead criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor's Employee during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$60.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C090433PSC.

Maximum Task Order Amount: \$99,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Doug Larm, (253) 226-9564

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name and Title



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

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we certify that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any contract resulting from this procurement by any federal department or agency. Further, if awarded a contract the Proposer agrees not to enter into any arrangements or other contracts with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

Signature of Proposer

Title

Date

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.

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

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

Haider, Cindy (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, October 14, 2008 1:42 PM
To: Haider, Cindy (WSP)
Subject: FW: Analyst position

Attachments: WSP RFQQ No. C070844PSC.doc



WSP RFQQ No.
070844PSC.doc (2..

-----Original Message-----

From: Hugdahl, Jeff (WSP)
Sent: Wednesday, October 08, 2008 10:47 AM
To: Braniff, Tim (WSP)
Subject: RE: Analyst position

This is the last (or close to the last) procurement document we did for the analysts - that should help. What we all need to keep in mind is this needs to be revised to meet the latest demands in DHS's grant guidance document for intel analysts:

"In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

All intelligence analyst training should be in accordance with Global's Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be made available to Preparedness Officers upon request."

-----Original Message-----

From: Braniff, Tim (WSP)
Sent: Wednesday, October 08, 2008 8:19 AM
To: Hugdahl, Jeff (WSP)
Subject: FW: Analyst position

Jeff,

Can you provide me with some sample documents to assist region three with their endeavors to advertise for their analyst?

Thank you, Tim

-----Original Message-----

From: Steve Mansfield [mailto:SBMansfi@co.lewis.wa.us]
Sent: Tuesday, October 07, 2008 8:50 AM
To: Braniff, Tim (WSP)
Cc: Mike Whelan; John Didion; Dan Kimball; Casey Salisbury
Subject: Analyst position

Tim, I enjoyed the visit and sharing of information yesterday. You were very helpful and I appreciate your commitment to the WAJC program. If you could send me the position description and anything else you have that would help guide us through the process to hire a analyst for region 3 I would appreciate it.

Thanks again

Steve

Sheriff Steve Mansfield
Lewis County Sheriff's Office
345 West Main Street
Chehalis, WA 98532
Phone: (360) 740-1300
Fax: (360) 740-2723
Web Page: <http://www.co.lewis.wa.us>



WSP Contract No.

Program Information: Program

Category

Program:

Amendment No.

Program Contact: Bureau:

Title

Other Party

Other No.

Processing Status:

Start Date End Date

Amount User ID

Amendment	<input type="text" value="1"/>
Amd Amount	<input type="text" value="(\$79,000)"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="1/8/2009"/>
BFS Review	<input type="text" value="1/15/2009"/>
Chief's Office	<input type="text" value="1/20/2009"/>
Transmittal Letter	<input type="text" value="1/27/2009"/>
Mailed to Other Part	<input type="text" value="1/8/2009"/>
Received Back	<input type="text" value="1/15/2009"/>
Distributed	<input type="text" value="1/27/2009"/>

Contract Status

Contract Notes:

Analyst Kia Graham. See C090433PSC for RFQQ.

Amendment	<input type="text"/>
Amd Amount	<input type="text" value="\$335,000"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text" value="12/17/2008"/>
BFS Notification	<input type="text" value="12/17/2008"/>
BFS Review	<input type="text" value="1/16/2009"/>
Chief's Office	<input type="text" value="1/20/2009"/>
Transmittal Letter	<input type="text" value="1/27/2009"/>
Mailed to Other Part	<input type="text" value="1/8/2009"/>
Received Back	<input type="text" value="1/15/2009"/>
Distributed	<input type="text" value="1/27/2009"/>

Revised
Possible Amendment to base
agreement - 10/1/2011

Operational Applications
Kia Graham

WAJ8

1/15/09 - 1/31/09 (12 days x 8 = 96 hrs)

$\$48.00 \times 96 =$

4608

$\$48.00 \times 173 \times 8 \times 1.05$

69,753.60

74,361.60

75,000

10/1/09 - 9/30/10

$\$50.00 \times 173 \times 12 \times 1.05$

108,990

109,000

10/1/10 - 9/30/11

$\$52.00 \times 173 \times 12 \times 1.05$

113,349.60

114,000

10/1/11 - 9/30/12

$\$54.00 \times 173 \times 12 \times 1.05$

117,709.20

118,000

$\$ 414,410.40$

$\$ 416,000$ Est. Base

Operational Applications

WAJ8

Kia Graham

1/1/09 - 9/30/09

$$\$48.00 \times 173 \times 9 \times 1.05 = 78,472.80$$

79,000

10/1/09 - 9/30/10

$$\$50.00 \times 173 \times 9 \times 1.05 = 81,742.50$$

82,000

10/1/10 - 9/30/11

$$\$52.00 \times 173 \times 9 \times 1.05 = 85,012.20$$

85,000

10/1/11 - 9/30/12

$$\$54.00 \times 173 \times 9 \times 1.05 = 88,281.90$$

89,000

\$333,509.40

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	Operational Applications - Kia Graham
WSP Project Manager	Lieutenant Randy Drake
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	C090551 PSC
BFS Contracts Specialist	Cindy Haider

A. PRE-CONTRACT PLANNING

1. Description of Services:

Criminal Intelligence Analyst - WAJAC

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	001 - 018 - 00271 WAJ8
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	WSP & WASPC not eligible
• Agency resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Other public (governmental) resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
• If former, provide last date of employment.	N/A
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

Personal Service Contract Risk Assessment
Page 2 of 4

If the contract is federally funded, is the Contractor a subrecipient or vendor?	NO
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?
 Competitive Sole Source
2. If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

In contract file.

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

N/A

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

WEBS - Washington Electronic Business Solutions

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No N/A

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
 If factor is not applicable, risk point = 0. Unknown, risk point = 5.
 1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

Personal Service Contract Risk Assessment
Page 3 of 4

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	3
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	3
Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	1

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	4
Experience and past performance	1
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	-
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	-
Organizational changes (is organization stable or does it have frequent turnover?)	-
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	1
Legal actions (has there been any for the last 12 months? - if so, what?)	1
Background of individuals (do you have resumes?)	1

3. Total Risk Points

27

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

1. Were contract and contractor risks assessed prior to entering into a contract?
 Yes No

2. Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?

Yes No

4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	Yes
Review of entity invoices and other documentation	Yes
Conduct onsite reviews or other observations (meetings, etc.)	—
Maintain other periodic contract with contractor (telephone, email, etc.)	Yes
Other: Attends meetings with WJASPC	

E. AUDITS (for subrecipients of federal funds)

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	N/A
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	N/A
Was a risk assessment completed to determine whether an audit was needed?	N/A
Is corrective action necessary? Were questioned costs resolved?	N/A
Are audit findings, if any, resolved?	N/A

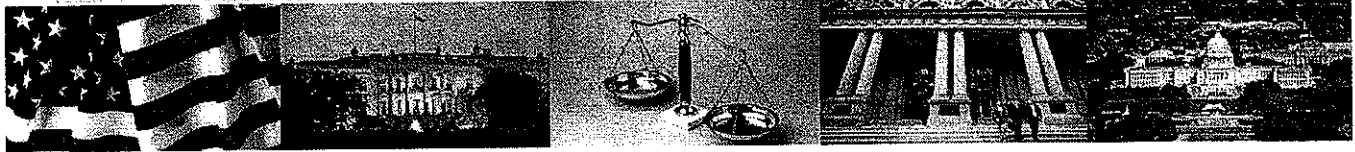
F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes:

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Graham, Kia Marie
SSN/TIN

As of 23-Dec-2008 7:09 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > Email: support@epls.gov
episcments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, January 12, 2009 3:20 PM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 1/9/2009.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 39082-00

Contractor Legal Name: Larm, Doug
Contractor TIN: 300369267

Agency: 225
Agency Contract #: C090551PSC
Filed Date: 1/9/2009
Start Date: 1/15/2009
Filed By: Cindy Haider

Contract Value: \$335,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, January 12, 2009 10:34 AM
To: 'McMullen, Jan S. (OFM)'
Subject: RE: WSP Filings in PSCD

Yes – to all four contracts.

I thought that I had incorporated the language under Reasonableness of Cost but will ensure for future filings. This is the last of the filings that are associated to a recent RFQQ.

Thank-you for your assistance,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: McMullen, Jan S. (OFM) [mailto:Jan.McMullen@OFM.WA.GOV]
Sent: Monday, January 12, 2009 10:25 AM
To: Haider, Cindy (WSP)
Subject: WSP Filings in PSCD
Importance: High

Does the following apply to all of your recent filings for criminal analyst services? (one James Ward and three Doug Larm).

WSP considers this to be a convenience contract where the contractor provides services on an as-needed basis and the dollar value referenced is a maximum amount available, because it cannot be known if the total dollars will be used?

It would be appreciated if you would include this language, when applicable, in future filings.

As soon as I have your response to this e-mail, I will start to process your most recent filings. Thank you. Jan

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, January 09, 2009 10:53 AM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 1/9/2009 10:53:00 AM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 64978

Contractor Legal Name: Larm, Doug
Contractor TIN: 300369267

Agency: 225
Agency Contract #: C090551PSC
Filed Date: 1/9/2009 10:53:00 AM
Start Date: 1/15/2009 Filed By: Cindy Haider

Contract Value: \$335,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 64978

Agency Contract Number: C090551PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 300369267

Legal Name Larm, Doug

DBA

UBI 602632122

Address 4227 South Meridian Suite C366, Puyullap, WA USA 98373

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$335,000			\$335,000
Contract Total				\$335,000

Contract Dates

Filed Date	Start Date	End Date
	01/15/2009	09/30/2012

Contacts

Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	In Process
Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

The Washington Joint Analytical Center (WAJAC) is housed at the Seattle Field Office of the Federal Bureau of Investigations (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 includes the FBI; US Immigration and Customs Enforcement; the Washington National Guard; the Washington State Patrol; and several local law enforcement agencies. The Contractor's criminal analyst services (Analyst Kia Graham) are critical to the efforts of WAJAC in an effort to prevent terrorism.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's office. This contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. WSP is contractually obligated to the federal government to provide these services. These services are critical to WSP to fulfill their mission of "enhancing the safety and security of our state" which includes sharing information with other local, state and federal law enforcement organizations. In light of the Personal Service contract freeze, this contract is approved by Deputy Chief Paul S. Beckley.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Competitive Solicitation Process

Advertisement Information

Solicitation Notification

Number of Solicited Documents: 6

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The Contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of panel members from the WAJAC as well as a written assignment.

Names of Firms Responding With Proposals.

Network Transport Engineering Nighthawk Analytical Dan K. Melton Michael R. Chamness Chad R. Melton KSNK Enterprise Kristof Analysis & Investigation Services Intelligence Acumen Operational Applications Inc.

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center to score vendor education, training, and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. The highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating in the regional intelligence centers and the WAJAC where the proposed consultant team member would work. The final selection was based on the outcome of these interviews and written assignment.

Reasonableness of Cost

How was it determined that costs are fair and reasonable, or within the competitive range?

The hourly rate is comparable to other contractors submitting proposals for these services. Work is assigned by Task Orders on an as-needed basis. Contract references maximum amount available.

Attachments

Operational090551.doc - 153600kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 1/8/09

LDS

<input type="checkbox"/> Billable over \$10,000 <input type="checkbox"/> Billable under \$10,000 <input checked="" type="checkbox"/> Payable <input type="checkbox"/> Other:										
WSP Contract Number C090551PSC (1)				Other Contract Number				A/R Number		
Contract Start Date JANUARY 15 2009				Contract End Date SEPTEMBER 30, 2009				AFRS End Date		
Contract Title Criminal Intelligence Analyst Services							CFDA No.		QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contractor Name Operational Applications Inc. (Doug Larm)										
Contractor Contact Address 4227 South Meridian Suite C366, Puyallup WA 98373										
Contractor Contact Name Doug Larm				Contractor Contact Phone 253-226-9564				Contractor EIN/SSN 30-0369267		
Contractor E-Mail Address doug.larm@operationalapplications.com				Contractor Contact Fax				BFS Accountant Name TANYA PIERCE		
WSP Project Manager LT RANDY DRAKE				WSP Section/Division/Bureau IAD				BFS Budget Analyst Name SUE ASCHENBRENNER		
Remarks: TASK ORDER NO. 1. PERIOD OF PERFORMANCE AND AMOUNT IS FOR THIS TASK ORDER ONLY. REIMBURSES CONTRACTOR AT HOURLY RATE OF \$48.00 (SFY09).										
ANALYST KIA GRAHAM										
Contract Amount			Position			Signature and Date				
Previous Contract Amount		\$	Grants and Contracts Manager							
Amendment Amount		\$	Business Office Manager							
Revised Total Amount		\$79,000	Budget Manager							
Indirect Costs %			Accounting Manager			Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ8	001	01*	00271	WAJ8	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager
 Accountant
 Budget Analyst
 Other: **Captain Braniff**

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: C090551PSC
Task Order Number: 1

Contractor: **Operational Applications Inc.**

Period of Performance for Task Order: Start Date: January 15, 2009 End Date: September 30, 2009

Description of Service: The Contractor's Employee (Kia Graham) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor's Employee during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$48.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C090551PSC.

Maximum Task Order Amount: \$79,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Doug Larm, (253) 226-9564

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

Paul S. Beckley 1-21-09
John R. Batiste, Chief Date

[Signature] 12 JAN 2009
Signature Date

DOUG LARM, PRESIDENT
Printed Name and Title

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 1/8/09
 LDS

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C090551PSC		Other Contract Number	A/R Number
Contract Start Date January 15 2009		Contract End Date September 30, 2012	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Operational Applications Inc. (Doug Larm)			
Contractor Contact Address 4227 South Meridian Suite C366, Puyallup WA 98373			
Contractor Contact Name Mr. Doug Larm		Contractor Contact Phone 253-226-9564	Contractor EIN/SSN 30-0369267
Contractor E-Mail Address doug.larm@operationalapplications.com		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager Lt. Randy Drake		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Sue Aschenbrenner

Remarks: Requires separate task orders -- do not encumber.

Analyst Kia Graham

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	
Amendment Amount	\$	Business Office Manager	
Revised Total Amount	\$335,000	Budget Manager	1/22/09 Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Costs	%	Accounting Manager	1/24/09

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ8	001	01*	00271	WAJ8	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**
 300-365-522 (R 6/03)

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C090551PSC	
		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 Operational Applications Inc.		Contractor Doing Business As (DBA)	
Contractor Address 4227 South Meridian Suite C366 Puyallup WA 98373		Contractor Federal Employer Identification Number 30-0369267	
Contact Name Mr. Doug Larm		Contact Telephone 253-226-9564	
Contact Fax		Contact E-mail Address doug.larm@operationalapplications.com	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date January 15, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$335,000	
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 <i>Paul S. Beckley</i>	Date 1-21-09	Contractor Signature <i>Doug Larm</i>	Date 12 JAN 2009
Printed Name and Title John R. Batiste, Chief	<i>Paul S. Beckley Deputy Chief</i>	Printed Name and Title <i>DOUG LARM, PRESIDENT</i>	

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 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.

<u>Contractor Employee</u>	<u>Location of Work</u>
Kia Graham	WAJAC

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 maintain 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 42.17 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.

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

Contractor Employee	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10 – 9/30/11	10/1/11 – 9/30/12
Kia Graham	\$48.00	\$50.00	\$52.00	\$54.00

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>

6. Insurance Requirements.

- a. 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.
- b. 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.

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 judgement 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.

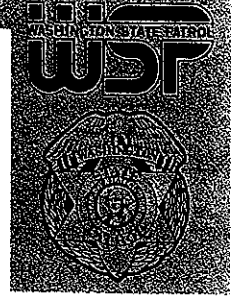

Signature of Contractor Employee

Kia M. Graham / Intelligence Analyst
Printed Name and Title

15 JAN 09
Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C090551PSC and Task Order No. 1
DATE: January 27, 2009

Attached is a fully executed copy of the above-listed contract and task order between the Washington State Patrol and Operational Applications, Inc. for Criminal Intelligence Analyst Ms. Kia Graham. Funding for this contract will be encumbered under separate task orders.

Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.

The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above; please use this number on all correspondence and payment documents associated with this contract. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at Micro 12, ext. 11071.

CRH
for

JRH:clh
Attachment

cc: Ms. Sue Aschenbrenner, Budget Section
Captain Tim Braniff, Investigative Assistance Division
Ms. Tanya Pierce, Accounts Payable Section

MAILED
1/27/09



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

January 27, 2009

Mr. Doug Larm
Operational Applications Inc
4227 South Meridian Suite C366
Puyallup WA 98373

Subject: WSP Agreement No. C090550PSC and Task Order No. 1
WSP Agreement No. C090551PSC and Task Order No. 1

Enclosed with this letter are two fully executed originals of the referenced agreements and task orders between you and the Washington State Patrol. Please keep these originals for your records.

The Washington State Patrol contract tracking number are the agreement numbers referenced above; please use these numbers on all correspondence regarding these agreements. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

for *Cindy L. Haider*
Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosure

MAILED
1/27/09





Budget and Fiscal Services
Contract Routing Face Sheet

New

Contract No. C090551PSC ⁽¹⁾ Period of Performance: 1/15/09-9/30/12

Contract Title: Criminal Intelligence Analyst Services

Other Party: Operational Applications Inc.

*Should be
9/30/09*

Amount: \$ 79,000

- Payable
- Receivable
- Other:

Scope of Work: Task Order No. 1

Analyst Kia Graham

Comments:

Grants and Contract Manager: IRH 1/20

BFS Administrator: RSM 1/20/09

Management Services Bureau Director: DP 1/20

Chief/Deputy Chief: DP 1-21-09



Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C090551P3C Period of Performance: 1/15/09-9/30/12
 Contract Title: Criminal Intelligence Analyst Services
 Other Party: Operational Applications Inc.

Amount: \$ 335,000 Payable
 Receivable
 Other: _____

Scope of Work: Requires separate task orders.

Analyst Kia Graham

Comments:

Grants and Contract Manager: JRH 1/20

BFS Administrator: RJM 1/20/09

Management Services Bureau Director: OP 1/20

Chief/Deputy Chief: ~~OP 1/20~~ JB 1-21-09

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C090551PSC	
		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 Operational Applications Inc.		Contractor Doing Business As (DBA)	
Contractor Address 4227 South Meridian Suite C366 Puyallup WA 98373		Contractor Federal Employer Identification Number 30-0369267	
Contact Name Mr. Doug Larm		Contact Telephone 253-226-9564	
Contact Fax		Contact E-mail Address doug.larm@operationalapplications.com	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date January 15, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$335,000	
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

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090551PSC**
Task Order Number: **1**

Contractor: **Operational Applications Inc.**

Period of Performance for Task Order: January 15, September 30,
Start Date: 2009 End Date: 2009

Description of Service: The Contractor's Employee (Kia Graham) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor's Employee during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$48.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C090551PSC.

Maximum Task Order Amount: \$79,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Doug Larm, (253) 226-9564

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name and Title

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, January 09, 2009 11:54 AM
To: 'Doug Larm Operational Applications'
Subject: Analysts Contracts
Attachments: Operational090550.doc; task order C090550PSC.doc; Operational090551.doc; task order C090551PSC.doc; Operational090552.doc; task order C090552PSC.doc

Hello Doug,
Yesterday I mailed the envelope containing contracts and task orders for the three analysts. As much as I double checked my "crossing my t's and dotting my i's" I inadvertently put the wrong Start Date.

I have attached the corrected contracts and task orders and would appreciate if you would print out two pages of the first page of each contract and two each of the task orders. The first page of each contract will replace the incorrect page on the contracts you will be receiving.

Please let me know if you have any questions and sorry for any inconvenience
Hope you are doing well in this continuing Washington winter weather.

Take care,
Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

January 8, 2009

Mr. Doug Larm
Operational Applications Inc
4227 South Meridian Suite C366
Puyallup WA 98373

Dear Mr. Larm:

Subject: WSP Agreement No's. C090550PSC, C090551PSC, and C090552PSC
and Task Orders No. 1

Enclosed are two sets each of the referenced agreements and task orders between the Washington State Patrol and your organization. Once an approved representative of your organization has signed these originals, please return all originals to the following:

Ms. Cindy Haider
Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

One fully executed original of each will be returned to you for your records. The Washington State Patrol contract tracking numbers are referenced above; please use these numbers on all correspondence regarding these agreements. If you need further assistance, please contact Ms. Haider at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosures

MAILED
1/8/09



**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090551PSC**
Task Order Number: **1**

Contractor: **Operational Applications Inc.**

Period of Performance for Task Order: January 1, September 30,
Start Date: 2009 End Date: 2009

Description of Service: The Contractor's Employee (Kia Graham) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor's Employee during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$48.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C090551PSC.

Maximum Task Order Amount: \$79,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Doug Larm, (253) 226-9564

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name and Title

Haider, Cindy (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, December 23, 2008 8:39 AM
To: Haider, Cindy (WSP)
Subject: FW: WAJAC - Analysts

Cindy, for your files.....

From: Beckley, Paul (WSP)
Sent: Monday, December 22, 2008 4:35 PM
To: Lamoreaux, Marc (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Approved

Paul Beckley
Deputy Chief
Washington State Patrol
Service With Humility
360-596-4103

From: Lamoreaux, Marc (WSP)
Sent: Monday, December 22, 2008 4:28 PM
To: Beckley, Paul (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: FW: WAJAC - Analysts

Deputy Chief Beckley,

Since these are personal service contracts, not a request to hire FTEs the request needs to go through BFS to solicit an exemption from OFM. To process this request from Captain Braniff, BFS needs your approval (As the Acting Chief) to "approve the requested exemption and provide purchase approval."

If you approve, Mr. Maki's shop will handle.

Thanks/Marc

Captain Marc Lamoreaux
Human Resource Division
(360) 704-2324
Marc.lamoreaux@wsp.wa.gov

From: Hattell, Curt (WSP)
Sent: Monday, December 22, 2008 4:11 PM
To: Lamoreaux, Marc (WSP)
Subject: Fw: WAJAC - Analysts

Marc, please advise on next steps.

Captain Curt Hattell
Office of Professional Standards
(360) 704-2333

Note: To ensure compliance with all administrative requirements and retention guidelines, please delete any e-mails regarding OPS cases after your review. When responding to any e-mails regarding OPS cases please delete the sent e-mail immediately.

From: Beckley, Paul (WSP)
To: Hattell, Curt (WSP)
Sent: Mon Dec 22 16:09:34 2008
Subject: RE: WAJAC - Analysts

They need to be run through HRD in the proper format for submission to DOP.

Paul Beckley
Deputy Chief
Washington State Patrol
Service With Humility
360-596-4103

From: Hattell, Curt (WSP)
Sent: Monday, December 22, 2008 2:23 PM
To: Beckley, Paul (WSP)
Subject: FW: WAJAC - Analysts

Chief, I am walking into this movie when it is almost over. This looks like something that should have your approval. Please let me know if this is something I can do or if it needs your blessing. Thanks, Curt

From: Drake, Randy (WSP)
Sent: Monday, December 22, 2008 2:17 PM
To: Braniff, Tim (WSP); Hattell, Curt (WSP)
Cc: Gurley, Traci (WSP)
Subject: Re: WAJAC - Analysts

Cpt,

AC approved it; however, we have all erased the email and Cindy Haider needs a copy in the file.
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

From: Braniff, Tim (WSP)
To: Hattell, Curt (WSP)
Cc: Drake, Randy (WSP)
Sent: Mon Dec 22 13:43:22 2008
Subject: FW: WAJAC - Analysts

Acting Assistant Chief Hattell – We are unsure if this got forwarded to AC Ursino last week for approval, and with

1/14/2009

Geri out today I am hoping you can check or give your approval. Acting Captain Drake needs to get this process moving and we just need the AC's approval forwarded to Jeff Hugdahl and Bob Maki to make it happen. These are grant funded contract analysts who will work at the WAJAC. If you need any more info, just give me or Randy a call.

Thanks, Traci

From: Maki, Bob (WSP)
Sent: Friday, December 19, 2008 8:40 AM
To: Drake, Randy (WSP); Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Randy: The Chief doesn't necessarily need to see the contracts. He just needs to approve the exemption of them from the spending freeze and provide purchase approval..

You can forward this to him and ask that he review/approve and forward to me/Jeff Hugdahl. We'll take it from there.

Thx, Bob

From: Drake, Randy (WSP)
Sent: Thursday, December 18, 2008 6:27 PM
To: Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: RE: WAJAC - Analysts

Jeff and/or Bob,

Captain Braniff is on vacation for the remainder of the year. I have provided answers to the questions as per Cindy Haider's email found below. I do not have a copy of the contracts. Cindy, do you know if AC Ursino has received these contracts?

1. Purpose

The Washington State Fusion Center (WSFC) is in the process of hiring a total of six intelligence analysts (1 Lead Analyst and 5 Intelligence Analysts). The Lead Analyst position has already been approved. These are contractor positions. Background investigations will be required due to the nature and sensitivity of information available to analysts.

2. Fund Source and Amount

Contractors will be paid with funds from the Department of Homeland Security's State Homeland Security Grant. One million dollars has been allotted to fund these positions.

3. Does the purchase....

- Prevent material loss or damage to property, bodily injury, or loss of life?

The project provides a critical component (intelligence analysts) to Washington State's Statewide Integrated Intelligence System Plan (SWIIS). The spirit and intent of the SWIIS is to protect the citizens of Washington State by providing an intelligence capability focused on terrorism prevention.

- Stem from court orders or are required under the law?

No.

- Secure the receipt of federal or other funds as required by a grant?

Federal funds are available to fund the hiring of these contractors. An investment justification submitted to the Department of Homeland Security specifies that these funds will be used to fund intelligence analysts.

- Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?

The WSFC enhancement project is dependent upon the acquisition of intelligence analysts and continuation of the contracting process including background investigations on successful proposers.

4. What will happen if the purchase is not approved?

If not approved, the WSP will not be able to successfully secure the services of the above-described proposers and will not be in compliance with the WSP's own contractor proposal requirements.

Lt. Randy Drake, 88

Washington State Patrol

Washington State Patrol Intelligence Section

Washington State Fusion Center

Work: 206-262-2418

From: Haider, Cindy (WSP)

Sent: Wed 12/17/2008 2:52 PM

To: Braniff, Tim (WSP)

Cc: Drake, Randy (WSP); Hugdahl, Jeff (WSP); Maki, Bob (WSP)

Subject: WAJAC - Analysts

Captain Braniff,

The chosen candidates for the Criminal Intelligence Analysts to be located at WAJAC with the effective dates of January 15, 2009 through September 30, 2012 are the following:

Ms. Kathleen Almquist, Operational Applications Inc.

Ms. Kia Graham, Operational Applications Inc.

Ms. Sara Lacy, Operational Applications Inc.

Mr. John Kristof, Kristof Analysis & Investigation Services

Mr. James Ward, Intelligence Acumen

Due to the recent spending freeze please pass these pending personal services agreements to Assistant Chief Ursino for his approval. If he approves these contracts he needs to forward to either Jeff Hugdahl or Bob Maki for DC Beckley's approval. They will need the following questions answered:

1. Purpose
2. Fund Source and Amount
3. Does the purchase....
 - Prevent material loss or damage to property, bodily injury, or loss of life?
 - Stem from court orders or are required under the law?
 - Secure the receipt of federal or other funds as required by a grant?
 - Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?
4. What will happen if the purchase is not approved?

Once approval through the chain of command has been received the contract can be then be processed and routed for signature as well as the approval may be needed by HRD to complete the background check.

1/14/2009

Please let me know if you have any questions.

Thank-you,

Cindy Haider

WSP Contracts

360-596-4071

cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Greene, Geri (WSP)
Sent: Tuesday, December 23, 2008 10:06 AM
To: Haider, Cindy (WSP)
Cc: Drake, Randy (WSP); Gurley, Traci (WSP)
Subject: FW: WAJAC - Analysts

Hi Cindy!

Please see the below e-mail from A/C Ursino that will serve as approval for WAJAC Analysts.

Geri Greene
Investigative Services Bureau
Phone: (360) 704-2979
Fax: (360) 586-1628
E-mail: geri.greene@wsp.wa.gov

From: Ursino, Brian (WSP)
Sent: Tuesday, December 23, 2008 10:00 AM
To: Greene, Geri (WSP)
Subject: WAJAC - Analysts

Off chance? Are you kidding me? Yea, I'm pretty sure I got that e-mail and sent it to Bob Maki with my approval last week. We even had a conversation about these not having to go through the DOP process because they are contract positions. If they don't have it, this e-mail can serve as my approval.

Sent from my BlackBerry Wireless Handheld

From: Greene, Geri (WSP)
To: Ursino, Brian (WSP)
Sent: Tue Dec 23 09:56:19 2008
Subject: FW: WAJAC - Analysts
Hey there -- On the off chance you're monitoring your blackberry --

Did you, by any chance, see an e-mail come through to you for approval on the WAJAC analysts? Apparently we just need approval to be sent to Bob Maki or Jeff Hugdahl. Thanks!

Geri Greene
Investigative Services Bureau
Phone: (360) 704-2979
Fax: (360) 586-1628
E-mail: geri.greene@wsp.wa.gov

12/23/2008

From: Gurley, Traci (WSP)
Sent: Tuesday, December 23, 2008 9:22 AM
To: Greene, Geri (WSP)
Subject: FW: WAJAC - Analysts

Geri – I'm unsure if you saw any of these e-mails – but by chance did you get cc'd on the approval e-mail we are looking for?

Curt has not answered us.

From: Drake, Randy (WSP)
Sent: Monday, December 22, 2008 2:17 PM
To: Braniff, Tim (WSP); Hattell, Curt (WSP)
Cc: Gurley, Traci (WSP)
Subject: Re: WAJAC - Analysts

Cpt,

AC approved it; however, we have all erased the email and Cindy Haider needs a copy in the file.
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

From: Braniff, Tim (WSP)
To: Hattell, Curt (WSP)
Cc: Drake, Randy (WSP)
Sent: Mon Dec 22 13:43:22 2008
Subject: FW: WAJAC - Analysts
Acting Assistant Chief Hattell – We are unsure if this got forwarded to AC Ursino last week for approval, and with Geri out today I am hoping you can check or give your approval. Acting Captain Drake needs to get this process moving and we just need the AC's approval forwarded to Jeff Hugdahl and Bob Maki to make it happen. These are grant funded contract analysts who will work at the WAJAC. If you need any more info, just give me or Randy a call.

Thanks, Traci

From: Maki, Bob (WSP)
Sent: Friday, December 19, 2008 8:40 AM
To: Drake, Randy (WSP); Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Randy: The Chief doesn't necessarily need to see the contracts. He just needs to approve the exemption of them from the spending freeze and provide purchase approval..

You can forward this to him and ask that he review/approve and forward to me/Jeff Hugdahl. We'll take it from there.

Thx, Bob

From: Drake, Randy (WSP)
Sent: Thursday, December 18, 2008 6:27 PM
To: Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: RE: WAJAC - Analysts

Jeff and/or Bob,

Captain Braniff is on vacation for the remainder of the year. I have provided answers to the questions as per Cindy Haider's email found below. I do not have a copy of the contracts. Cindy, do you know if AC Ursino has received these contracts?

1. Purpose

The Washington State Fusion Center (WSFC) is in the process of hiring a total of six intelligence analysts (1 Lead Analyst and 5 Intelligence Analysts). The Lead Analyst position has already been approved. These are contractor positions. Background investigations will be required due to the nature and sensitivity of information available to analysts.

2. Fund Source and Amount

Contractors will be paid with funds from the Department of Homeland Security's State Homeland Security Grant. One million dollars has been allotted to fund these positions.

3. Does the purchase....

- Prevent material loss or damage to property, bodily injury, or loss of life?

The project provides a critical component (intelligence analysts) to Washington State's Statewide Integrated Intelligence System Plan (SWIIS). The spirit and intent of the SWIIS is to protect the citizens of Washington State by providing an intelligence capability focused on terrorism prevention.

- Stem from court orders or are required under the law?

No.

- Secure the receipt of federal or other funds as required by a grant?

Federal funds are available to fund the hiring of these contractors. An investment justification submitted to the Department of Homeland Security specifies that these funds will be used to fund intelligence analysts.

- Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?

The WSFC enhancement project is dependent upon the acquisition of intelligence analysts and continuation of the contracting process including background investigations on successful proposers.

4. What will happen if the purchase is not approved?

If not approved, the WSP will not be able to successfully secure the services of the above-described proposers and will not be in compliance with the WSP's own contractor proposal requirements.

Lt. Randy Drake, 88
 Washington State Patrol
 Washington State Patrol Intelligence Section
 Washington State Fusion Center
 Work: 206-262-2418

12/23/2008

From: Haider, Cindy (WSP)
Sent: Wed 12/17/2008 2:52 PM
To: Braniff, Tim (WSP)
Cc: Drake, Randy (WSP); Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: WAJAC - Analysts

Captain Braniff,

The chosen candidates for the Criminal Intelligence Analysts to be located at WAJAC with the effective dates of January 15, 2009 through September 30, 2012 are the following:

Ms. Kathleen Almquist, Operational Applications Inc.
Ms. Kia Graham, Operational Applications Inc.
Ms. Sara Lacy, Operational Applications Inc.
Mr. John Kristof, Kristof Analysis & Investigation Services
Mr. James Ward, Intelligence Acumen

Due to the recent spending freeze please pass these pending personal services agreements to Assistant Chief Ursino for his approval. If he approves these contracts he needs to forward to either Jeff Hugdahl or Bob Maki for DC Beckley's approval. They will need the following questions answered:

1. Purpose
2. Fund Source and Amount
3. Does the purchase....
 - Prevent material loss or damage to property, bodily injury, or loss of life?
 - Stem from court orders or are required under the law?
 - Secure the receipt of federal or other funds as required by a grant?
 - Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?
4. What will happen if the purchase is not approved?

Once approval through the chain of command has been received the contract can be then be processed and routed for signature as well as the approval may be needed by HRD to complete the background check.

Please let me know if you have any questions.

Thank-you,
Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Wednesday, December 17, 2008 2:53 PM
To: Braniff, Tim (WSP)
Cc: Drake, Randy (WSP); Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: WAJAC - Analysts

Captain Braniff,

The chosen candidates for the Criminal Intelligence Analysts to be located at WAJAC with the effective dates of January 15, 2009 through September 30, 2012 are the following:

Ms. Kathleen Almquist, Operational Applications Inc.
Ms. Kia Graham, Operational Applications Inc.
Ms. Sara Lacy, Operational Applications Inc.
Mr. John Kristof, Kristof Analysis & Investigation Services
Mr. James Ward, Intelligence Acumen

Due to the recent spending freeze please pass these pending personal services agreements to Assistant Chief Ursino for his approval. If he approves these contracts he needs to forward to either Jeff Hugdahl or Bob Maki for DC Beckley's approval. They will need the following questions answered:

1. Purpose
2. Fund Source and Amount
3. Does the purchase....
 - Prevent material loss or damage to property, bodily injury, or loss of life?
 - Stem from court orders or are required under the law?
 - Secure the receipt of federal or other funds as required by a grant?
 - Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?
4. What will happen if the purchase is not approved?

Once approval through the chain of command has been received the contract can be then be processed and routed for signature as well as the approval may be needed by HRD to complete the background check.

Please let me know if you have any questions.

Thank-you,
Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Wednesday, December 17, 2008 2:20 PM
To: Haider, Cindy (WSP)
Subject: RE: Analyst

That sounds great. Thanks.

Lieutenant Randy Drake

Washington State Patrol Intelligence Section
Washington State Fusion Center (WSFC)
Cell: 360-239-0359

From: Haider, Cindy (WSP)
Sent: Wed 12/17/2008 2:16 PM
To: Drake, Randy (WSP)
Subject: Analyst

Just to confirm the Start Date for the 5 new Analysts – 1/15/09?

As per my conversation with Sgt Jarmon I will wait for you to contact me on Friday when you are ready for me to send out the final notifications.

Thanks,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, December 22, 2008 11:26 AM
To: 'Doug Larm Operational Applications'
Subject: WSP RFQQ C090433PSC

Mr. Larm,
Congratulations; the following have been selected as Apparent Successful Proposers for this procurement.

Ms. Sara Lacy
Ms. Kathleen Almquist
Ms. Kia Graham C090561PSC

The Start Date for these contracts will be January 15, 2009. Two original contracts and Task Order No. 1 for each will be mailed out to you for signature within the next two weeks. Please sign all sets and mail all sets back to my attention at the address listed on the cover letter that will be enclosed.

Please let me know if you have any questions.
Thank-you and Merry Christmas!

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

15 December 2008

ATTN: JTTF, FBI, and all WA LEA

SUBJECT: New Mara Salvatrucha (MS-13) group in Duplin, North Carolina

1. OVERVIEW: Mara Salvatrucha (MS-13) is a Latino gang considered to be one of America's most dangerous gangs due to its predisposition for violence. Murder, rape and assault are typical acts of violence utilized by its members and are involved in a large variety of criminal activities. A majority of MS-13 members are El Salvadorian, but contain a large number of other Central American members. Groups of MS-13 have migrated and settled all over the US, originating in Los Angeles, CA in the late 1980s.

2. SITUATION: A new Mara Salvatrucha (MS-13) group has reportedly emerged in Duplin, NC and has begun acts of violence typical of MS-13, to include murder. Reports indicate there are at least seven known members of this group. Typical MS-13 tattoos on their chest and legs have identified some members of the Duplin MS-13 and indicate their dedication to violence and veteran status within the group. Reports also indicate members of MS-13 conducted area surveillance within Duplin, possibly in preparation of a planned murder. This behavior is typical of gangs, terrorists and members of organized crime groups before the acts of violence are ensued.

3. IMPLICATION: There are many MS-13 groups operating within WA State, especially in areas with a high Hispanic population. The up-rise in gang violence in WA and the emerging of new MS-13 groups nation-wide may be an indication of larger eruptions of gang violence in the future. Standard customs, operating procedures and typical modus operandi of MS-13 groups outside of WA may help glean significant leads to the arrests, and possible dismantling, of MS-13 groups within our state.

4. COURSE OF ACTION:

a. Contact with the Duplin County Sheriff's office to continue flow of information is required. Information concerning MS-13 groups in WA may enable insight to key aspects to look for within the newly emerging Duplin MS-13 group. Further information and updates of the Duplin MS-13 activities will gain WAJAC insight in the group and unveil unknown information regarding local MS-13 groups.

b. Organizational Charts should be created and maintained to help show the connections, organizational structure, areas of operation and growth rates of MS-13 groups, especially within WA State.

c. Liaison and reporting channels should be established and maintained with other Fusion Analysis Centers and Law Enforcement Agencies regarding information pertaining to MS-13.

d. Pattern-trend analysis should be conducted to help follow and trends the local groups have created in order to deter future MS-13 operations and violence out-breaks.

e. Information briefings should be prepared and conducted to help get the communities involved in the recognition of MS-13, the severity/implication of their activities, and the proper reporting channels to further leads for LEAs.

5. For further information regarding this subject, please contact either William Evans or Kia Graham at the WAJAC, phone 425-446-1948.



Kia Graham
Criminal Intelligence Analyst
WA Joint Analysis Center

15 Dec. 2008

REFERENCE CHECK FORM

Vendor Name Kia Graham
Operation Applications Vendor Number 10

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature Randy Drake

Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 1 for Kia Graham

Reference Name Ron Compton

Point of Contact Name _____

Phone: 818-285-9383

1. What did the proposed Analyst do for your company? Score: 10
Intel Officer @ G.I.M.O. Interrogation
analysis. Analysis of individuals & organizations
also in Iraq. In charge of processing detainees.
same type of work.

2. Why did they choose the proposed Analyst? Score: 10
"Strongest work ethic I've ever seen.
"Old soul" Selected cause she's got
shit together.

3. Proposed Analyst performance vs. expectations Score: 10
Exceeded anything we asked of her.
Dedicated

6. Ability of the proposed Analyst to meet schedules and deadlines. Score: 10
Real strong. fast paced worker

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 10
Amazing. Laughs/Smiles
2 analysts in this world that I
would start a unit with. She's one.

11/19 - msg left

REFERENCE CHECK FORM

Vendor Name Kia Graham Operational Applications Vendor Number 10

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature [Handwritten Signature]

Date 11-19-08

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Reference Check No. 2 for Kia Graham

Reference Name Richard Sundstrom

Point of Contact Name _____

Phone: 360-269-4251

1. What did the proposed Analyst do for your company? Score: 10
Known 2003. Started as E-2 Intel Analyst
1 yr Gitmo Analyzing debriefs

2. Why did they choose the proposed Analyst? Score: 10
N/A

3. Proposed Analyst performance vs. expectations Score: 8
Glowing reports. Intelligent.
Proactive. Extra tasks / projects

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 9
No problems

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 9
Positive

(10)

11/19 Talked to Sundstrom. He will call back later.

46.00

0

REFERENCE CHECK FORM

Vendor Name Kia Graham
Operational Applications Vendor Number 10

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature Randy Drake

Date 11-19-08

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- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 3 for Kia Graham

Reference Name David Schoonmaker

Point of Contact Name _____

Phone: 360-786-0771

1. What did the proposed Analyst do for your company? Score: _____

2. Why did they choose the proposed Analyst? Score: _____

3. Proposed Analyst performance vs. expectations Score: _____

6. Ability of the proposed Analyst to meet schedules and deadlines Score: _____

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: _____

11/19 1254 - ~~no answer~~ no answer / no machine

11/21 10100 - no answer / no machine

11/21 1536 - no answer / " "

11/24 0940 - no answer / no machine

0

Vendor Name Operational Applications Inc.

Vendor Number 10

Team Member Name Kia Graham

- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name JAMES SZRAMA

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature 

Date 11/19/08

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

7 = The proposed staff meets or exceeds all requirements to provide a better than average product.

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0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 7

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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.
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- 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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

Vendor Name Operational Applications Inc. Vendor Number 10

Team Member Name Kia Graham

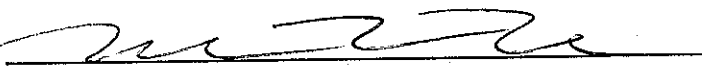
- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name Ted Turner

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature  Date 11/19/08

INSTRUCTIONS

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1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

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Yes No

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Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 7

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

Vendor Name Operational Applications Inc. Vendor Number 10

Team Member Name Kia Graham

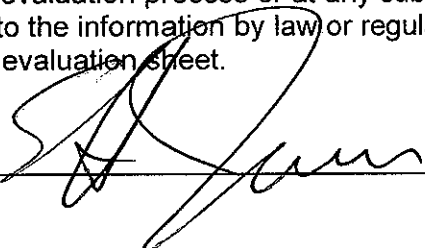
- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name Scott JARMON

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature 

Date 11-18-08

INSTRUCTIONS

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1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 7

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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:

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- Work experience in national security or criminal intelligence analysis
- Specialized intelligence analysis training
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Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

No.	Company	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Enginee	[REDACTED]	Mr.	Micheal	Dorsey	3300 NE 1 st Ridgefield	WA		98642	(425) 531-2735	(503)786-3167	[REDACTED]	Mr.	Nicholas	Jones
2	Nighthawk Analytical	602117883	Mr.	Harry	Hansen	27306 SE 1 st Sammamish	WA		98075	(206) 940-0235		nighthawkanalytical@	Mr.	Harry	Hansen
3	Dan K. Melton	602559115	Mr.	Dan	Melton	[REDACTED]	[REDACTED]		[REDACTED]			[REDACTED]	Mr.	Dan	Melton
4	Michael R. Chamness	602111069	Mr.	Michael	Chamness	8280 NE B Bainbridge	WA		98110	(360) 551-2183		mchamnes@leo.gov	Mr./	Michael	Chamness
5	Chad R. Melton	[REDACTED]	Mr.	Chad	Melton	[REDACTED]	[REDACTED]		[REDACTED]			[REDACTED]	Mr.	Chad	Melton
6	KSNK Enterprise	20-0674694	Mr.	Kenneth	Crow	PO Box 77 Issaquah	WA		98027	(425) 837-0229	(425)837-0229	kcrow@ais-seattle.cc	Mr.	Ken	Crow
7	Kristof Analysis & Investiga	[REDACTED]	Mr.	John	Kristof	7326 46th, Seattle	WA		98115	(206) 262-2382	(206) 473-8736	jkristof@leo.gov	Ms.	John	Kristof
8	Intelligence Acumen	[REDACTED]	Mr.	James	Ward	7008 258th Graham	WA		98338	(253) 232-6378		[REDACTED]	Mr.	James	Ward
9	Centra Technology Inc.	52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt Burlington	MA		1803	(781) 272-7892	(781) 272-7883	osullivan@centram	Ms.	Amy	Kanawi
9c	Centra Technology Inc.	[REDACTED]											Ms.	Olivia	Goodman
9d	Centra Technology Inc.	[REDACTED]											Mr.	Nathan	Miller
9e	Centra Technology Inc.	[REDACTED]											Mr.	Michael	Steinberg
9f	Centra Technology Inc.	[REDACTED]											Mr.	Evan	Waidley
9g	Centra Technology Inc.	[REDACTED]											Ms.	Victoria	Allen
10a	Operational Applications	[REDACTED]	Mr.	Doug	Larm	4227 Soutt Puyallup	WA		98374	(253) 226-9564		doug.larm@operator	Mr.	Dennis	Gerber
10b	Operational Applications	[REDACTED]											Ms.	Sara	Lacy
10c	Operational Applications	[REDACTED]											Ms.	Kathleen	Almquist
10d	Operational Applications	[REDACTED]											Ms.	Kia	Graham
10e	Operational Applications	[REDACTED]											Ms.	Neoma	Skye
11	The Confluence Group Inc	20-4527781	Mr.	Luis	Vega	2829 Ruck Everett	WA		98201	(425) 212-3500	(425)212-3535	lvega@confluenceca	Mr.	David	Malinowski
11a	The Confluence Group Inc	[REDACTED]											Mr.	Brinkley	Harrell
11b	The Confluence Group Inc	[REDACTED]											Mr.	Bob	Korter
11c	The Confluence Group Inc	[REDACTED]											Mr.	Francisco	Olivarez
11d	The Confluence Group Inc	[REDACTED]											Mr.	Carlos	Alvarez
11e	The Confluence Group Inc	[REDACTED]											Ms.	Alice	Switzer

LEADS

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Enginee	[REDACTED]	602580868	Mr.	Micheal	Dorsey	3300 NE 1 st Ridgefield	WA		98642	(425) 531-2735	(503)786-3167	[REDACTED]	Mr.	Nicholas	Jones
8	Intelligence Acumen	[REDACTED]		Mr.	James	Ward	7008 258th Graham	WA		98338	(253) 232-6378		[REDACTED]	Mr.	James	Ward
9	Centra Technology Inc.	[REDACTED]	52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt Burlington	MA		1803	(781) 272-7892	(781) 272-7883	osullivan@centram	Ms.	Amy	Kanawi
9a	Centra Technology Inc.	[REDACTED]												Mr.	Steve	Mazel
9b	Centra Technology Inc.	[REDACTED]												Mr.	Scott	Whippo
10	Operational Applications	[REDACTED]	602632122	Mr.	Doug	Larm	4227 Soutt Puyallup	WA		98374	(253) 226-9564		doug.larm@operator	Mr.	Bill	Evans

Responsive

		Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts	Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70	Ref 1	Ref 2
Yes		\$44.00	\$44.00	\$44.20	\$44.20	\$44.10	13.54	8.00	8.00	8.00	8.00	56.00	45.00	50.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	38.00	40.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	0.00	0.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	6.00	6.00	6.00	6.00	42.00	41.00	47.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	7.00	7.00	7.00	7.00	49.00	47.00	42.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	44.00	44.00
Yes		\$37.50	\$39.00	\$40.56	\$42.18	\$39.81	15.00	6.00	6.00	7.00	6.33	44.33	44.00	45.00
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46	7.00	7.00	7.00	7.00	49.00	50.00	50.00
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	5.00	5.00	5.00	5.00	35.00	47.00	47.00
Yes		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	8.00	8.00	7.00	7.67	53.67	50.00	0.00
Yes		\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	6.00	6.00	6.00	6.00	42.00	50.00	46.00
Yes		\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	7.00	7.00	7.00	7.00	49.00	50.00	46.00
No		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	7.00	7.00	8.00	7.33	51.33	0.00	43.00
No														
No														
No														
No														
No														

Responsive	Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts (15)		Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70	Ref 1	Ref 2
Yes	\$51.00	\$51.00	\$52.00	\$52.00	\$51.50	17.48								
Yes	\$40.50	\$42.12	\$43.80	\$45.56	\$43.00	20.93		6.00	6.00	6.00	6.00	42.00	45.00	50.00
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30	WITHDREW	4.00	4.00	4.00	4.00	28.00	50.00	50.00
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30	WITHDREW							
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30	WITHDREW							
Yes	\$60.00	\$63.00	\$66.00	\$69.00	\$64.50	13.95		8.00	7.00	8.00	7.67	53.67	50.00	50.00

Ref 3	Ref Raw A	Ref (15 pts)	Total Score
47.00	47.33	14.20	83.74
37.00	38.33	11.50	58.44
0.00	0.00	0.00	46.94
49.00	45.67	13.70	67.64
45.00	44.67	13.40	74.34
28.00	38.67	11.60	58.54
47.00	45.33	13.60	69.88
47.00	49.00	14.70	78.70
			11.46
			11.46
			11.46
			11.46
			11.46
			11.46
45.00	46.33	13.90	60.17
44.00	31.33	9.40	74.33
46.00	47.33	14.20	67.91
0.00	32.00	9.60	70.31
42.00	28.33	8.50	71.10
			0.00
			0.00
			0.00
			0.00

Ref 3	Ref Raw A	Ref (15 pts)	Total Score
47.00	47.33	14.20	56.20
47.00	49.00	14.70	42.70
			0.00
			0.00
			0.00
50.00	50.00	15.00	68.67

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 4:00pm 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 Associates' 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 Member 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 of acceptance of its terms from the due date of proposals.



Operational
Applications Inc.

It's where we're at

PROPOSAL:

Submitted In Response to State of Washington/Washington State Patrol
Request for Qualifications/Quotations (RFQQ) No. C090433PSC

PROJECT TITLE:

Criminal Intelligence Analyst Services

RECEIVED

NOV 14 2008

BUDGET & FISCAL
WSP

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LETTER OF SUBMITTAL

Ms. Cindy Haider, RFQQ Coordinator
Budget and Fiscal Services
PO Box 42602
Olympia, Washington 98504-2602

Operational Applications Incorporated is pleased to submit this proposal in response to the State of Washington/Washington State Patrol Request for Qualifications/Quotations (RFQQ) Number C090433PSC soliciting consultants that can provide criminal intelligence analyst services at the Washington Joint Analytical Center housed in the Seattle Field Office of the Federal Bureau of Investigation.

Operational Applications Incorporated is currently a sole-proprietorship company established in 2006. As an emerging consulting enterprise, Operational Applications focuses on effects-based planning and operations bringing vision, innovation and solutions to contemporary intelligence and analytical challenges. The approach offered under this proposal encompasses a six-member team-based criminal intelligence analyst service involving military intelligence expertise under wartime operations, law enforcement experience, counterintelligence credentials, intelligence operations' planning proficiency and extensive operational training in all-source and single source intelligence disciplines supporting fusion analyses.

Operational Applications Incorporated will administratively support the proposed six-member criminal intelligence analyst team with a project management expert to ensure the contract business processes do not encumber or distract from the daily work performances expected of the intelligence analysts. This single-point-of-contact offers WSP with the maximum flexibility in achieving streamline efficiency in financial reimbursements and contract administration. Further, there is no cost impact to WSP for this administrative project management.

As a team concept, the proposed criminal intelligence analyst-lead service is empowered by Operational Applications Incorporated as the company's Director of Intelligence Operations to gain and maintain continuity of operations with the company's analysts. This approach provides WSP with maximum intelligence production efficiency and knowledge management.

Submitted this day by Doug Larm, Proprietor, Operational Applications Incorporated:

Signature 

Title PRESIDENT
SOLE-PROPRIETOR

Date (DD/MM/YY)

13/11/08

LETTER OF SUBMITTAL

1.1 – Attachment

Name	Mr. Doug Larm, Proprietor Operational Applications Incorporated 4227 South Meridian
Mailing Address	Suite C366 Puyallup, Washington 98373
Physical Address	13405 159 th Street Court East Puyallup, Washington 98374
Telephone Number	(253) 226-9564
E-Mail Address	doug.larm@operationalapplications.com
Federal ID Number or SSN	EIN30-0369267 [REDACTED]
UBI	602632122
Consultant Status	Sole Proprietorship

Operational Applications Incorporated is proud to identify the company employees proposed for work as criminal intelligence analysts:

- | | |
|-------------------|--------------------------------------------|
| Bill Evans | Criminal Intelligence Analyst-Lead Service |
| Dennis Gerber | Criminal Intelligence Analyst |
| Sara Lacy | Criminal Intelligence Analyst |
| Kathleen Almquist | Criminal Intelligence Analyst |
| Kia Graham | Criminal Intelligence Analyst |
| Neoma Skye | Criminal Intelligence Analyst |

Submitted this day by Doug Larm, Proprietor, Operational Applications Incorporated:

Signature 

Title *PRESIDENT*
SOLE-PROPRIETOR

Date (DD/MM/YY)
13/11/08

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we certify that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any contract resulting from this procurement by any federal department or agency. Further, if awarded a contract the Proposer agrees not to enter into any arrangements or other contracts with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

Signature of Proposer



Title

PRESIDENT
SOLE - PROPRIETOR

Date (DD/MM/YY)

13/11/08

Washington State Patrol RFQQ No.C090433PSC (Exhibit A)

RESPONSE TO QUESTIONNAIRE

3.1 – Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

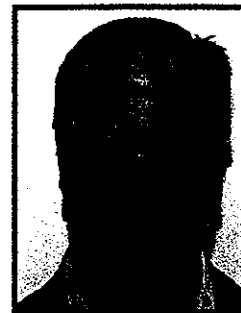
Our team members possess special qualifications, unique personal attributes and measurable knowledge, skills and abilities required to succeed in supporting intelligence efforts by local, regional and federal agencies. Our team-based approach integrates individual skills, training and experiences into a high performing, mature and cohesive work unit focused on common goals: collaborate, cooperate, communicate and achieve. Our team-based approach benefits Washington State by building a stronger workplace community ready to initiate professional criminal intelligence analytical service and support at the start of contract work beginning day one.

All of the Operational Applications intelligence analysts meet, and with most of the requirements, exceed the minimal standards established by the RFQQ. A further enhancement of our team-based approach is our demonstrative work history, training and experience surpassing the Department of Justice Minimum Criminal Intelligence Training Standards Findings and Recommendations dated October 2007. For example, our proposed team cumulatively consists of:

- Direct interrogation experience dealing with suspected terrorists
- Extensive intelligence support to US military combat operations in Iraq and Afghanistan
- Comprehensive knowledge, understanding and experience with federal, state and local law enforcement agencies and with private businesses and public organizations security
- Consistent and proven work history in intelligence analysis, collection management and dissemination, and in using advanced analytical techniques, processes and assessment procedures
- Well-rounded experience with international, national, strategic, operational and tactical level intelligence agencies, organizations and systems
- Over 57 years of direct, relevant work experience in collecting, interpreting, analyzing, and processing raw data and information from multiple sources, disciplines and agencies
- Substantiated expertise in writing, collating, and disseminating intelligence reports, daily briefs and periodic assessments
- Proven background in developing web-based information and knowledge portals
- Credentialed counter-intelligence special agents
- Operational insights and established contacts with other fusion center analysts, security specialists, and officials in other state, local and federal agencies, private industry and public resources
- Full spectrum of experience at adapting and utilizing military intelligence analytical tools and methodology to non-traditional military operations such as combating terrorism and organized crime
- Power users and program experts in Microsoft Office applications, software programming languages, visualization and geographic information programs
- All team members possessing current federal level security clearances based on favorable background checks

3.1.1 – Dennis Gerber

Background: Dennis Gerber is a professional intelligence operations analyst with an extensive law enforcement background encompassing over twenty-four years in Washington State culminating with thirteen years as Renton Police Commander. As a former King County Regional Intelligence Analyst, he merged law enforcement operational insights with ongoing intelligence research, investigations and special projects. He assisted other regional intelligence analysts with research, investigative leads and liaison with outside individuals, organizations and agencies. He established contacts with fusion center analysts, security specialists, and officials in other state, local and federal agencies, private industry and public resources to obtain and exchange information. He analyzed information to determine relevance, significance and applicability to ongoing King County law enforcement operations. He developed additional clarifying information in order to provide precise, specialized or customized information to meet both stated and unrealized analytical needs of the county. He researched, reviewed, interpreted and integrated a variety of finished and unfinished intelligence into a structured, multi-layered analytical product enhancing King County's situational awareness and understanding of contemporary and potential terror acts and emerging organized crime activities against regional jurisdictions, critical infrastructure, services and the county at large.



Dennis Gerber

Summary:

- **Formal education:** Master in Public Administration and MBA; BA in Political Science (application courses in statistical analysis and research)
- **National security work experience:** three years as a King County regional intelligence analyst supporting the Washington Joint Analytical Center
- **Specialized intelligence analysis training:** two years as adjunct instructor for Washington Association of Sheriffs and Police Chiefs basic intelligence course (Role of Intelligence Analyst); completed WASPC basic intelligence course, Foundations of Intelligence Analysis Training and Drug Intelligence Analysis in 2006
- **Microsoft Office software proficiency:** over fifteen years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Dennis Gerber's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	MEETS Requirement. Served three years as an intelligence analyst supporting King County Regional Intelligence Group
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed basic intelligence analyst training sponsored by Washington Association of Sheriff's and Police Chiefs (WASPC); served two years as adjunct instructor for basic WASPC intelligence course (Role of Intelligence Analyst); completed the Foundations of Intelligence Analysis Training, sponsored by IALEIA and LEIU, the Drug Intelligence Analysis training through the National Drug Intelligence Center and i2 Analysts Notebook training in 2006; also completed Law Enforcement Intelligence Toolbox training sponsored by the School of Criminal Justice, Michigan State University and the Department of Homeland Security in 2007 and completed Call Analysis Training through Pen-Link in 2008
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Over fifteen years hands-on experience with Microsoft Office products in stand-alone and networked environments; demonstrable proficiency using PowerPoint, Access/Excel and Word for intelligence and criminal investigative presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses a current Department of Justice Top Secret level security clearance

Resume: Dennis Gerber is a dedicated intelligence analyst combining extensive law enforcement background with three years of specialized experience in searching, extracting and analyzing raw data and information for relevance, significance and applicability to King County's regional intelligence work objectives. His background enables him to bridge the intelligence gaps with detectives, sheriffs and other investigative officers throughout statewide law enforcement agencies. He is suited to provide the intelligence analyst team with case management awareness and with coordinating information needs arising from project activities. Over the last three years as an intelligence analyst, he has conducted research using various organizations internal databases and shared resulting data in order to clarify, substantiate or discover investigative leads.

- **Professional Experience**

Intelligence Analyst, King County Sheriff's Office/Criminal Investigations Division, 2005-9/08

Performed as one of three intelligence analysts supporting the Washington Joint Analytical Center's Regional Intelligence Group 6. Responsible for infusing an all crimes approach with emerging analytical processes to determine potential links and connections to terrorism, organized crime and all other criminal acts. Collected information, synthesized relevant data and established situational evidence into potential criminal investigative facts in order to determine trends and provide intelligence feedback.

Investigator, Yarmuth, Wilsdon & Calfo PLLC, 2002-2005

Performed as an Investigator for a Seattle-based attorney's firm. This firm focused on trial and appellate work, dispute resolution, and counsel and advice in both civil and white-collar criminal cases. As an Investigator, worked on illegal satellite piracy for DirecTV, utilizing the Digital Millennium Act. Also worked on the illegal downloading and file sharing of copyrighted music for the Recording Industry Association of America (RIAA) under the Federal Copyright Act.

Police Commander, City of Renton Police Department, Patrol Services Division, 1995-2000

Performed as a Division Commander responsible for all motorcycle officers, accident reconstruction investigators, fatality accident investigations, animal control and parking enforcement. Commanded 21 man multi-agency Special Weapons and Tactics Team (SWAT). Commanded one of four SWAT teams implemented during the 1999 World Trade Organization conference in Seattle. Provided venue security for Heads of State and world diplomats. Provided leadership and direction for law enforcement action under extreme riot like conditions. Implemented and managed Police Services contract for the City of Newcastle. Interim Police Chief for the City of Newcastle overseeing all aspects of the police department. Worked closely with the Newcastle City Manager and council members.

Commander, City of Renton Police Department, Administrative Services Division, 1993-1995

Performed as a Division Commander responsible for coordinating and providing all aspects of training for the police department. Commanded the department's crime prevention program that provided numerous community outreach programs. Commanded the Drug Abuse Resistance Education (DARE) and Gang Resistance Education and Training (GREAT) programs. This required a close working relationship with all educators and school administrators alike. These programs provided drug and gang training to thousands of school children. Supervised all recruitment for the agency and provided all background investigations on new police candidates. Provided research and development on new equipment and technologies. Directed a volunteer staff of over 50 personnel.

Commander, City of Renton Police Department, Patrol Operations Division, 1989-1993

Performed as a Division Commander responsible for First Watch, Second Watch and Third Watch patrol shifts, directing over 60 uniformed officers. Commanded the K-9 Units as well as the Bicycle Patrol Unit. Served as an Administrative Member on the Renton Police Department Review Board. Participated in the oversight and review of all officer-involved shootings, motor vehicle accidents and other problematic officer-involved incidents.

Acting Deputy Chief, City of Renton Police Department, Support Services Bureau, 1992-1993

Performed as Bureau Commander responsible for the Administrative Services Division, Auxiliary Services Division and the Records Division. Support Services Bureau responsibilities included Training, Crime Prevention, D.A.R.E., Recruitment, Records, Jail, Evidence, and Accreditation (Both State & National). Served as an Administrative Member on the Renton Police Department Review Board.

Commander, City of Renton Police Department, Auxiliary Services Division, 1987-1989

Performed as a Division Commander responsible for Jail, Inmate Health and Welfare, Weapons Permits, Fingerprints and Evidence. Commanded a jail that provided over 30 outside agency contracts for jail services. This included federal, state, tribal and local agencies. Responsible for providing and processing all weapon permit requests as well as providing background investigations on weapon permit applicants. Provided fingerprint processing on all bookings and arrests as well as all school teachers within the district as required by law and all other license applicants such as masseuses. Responsible for the evidence collection and processing of all crime scenes.

- **Education**

Master of Public Administration/MPA, City University, Seattle, WA, 1982

Master of Business Administration/MBA, City University, Seattle, WA, 1982

Bachelor of Arts – Political Science, University of Puget Sound, Tacoma, WA, 1979

- **Job-Related Training**

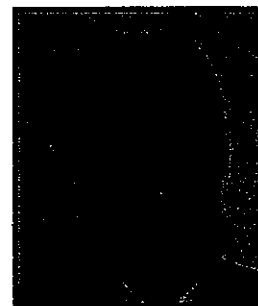
Washington State Criminal Justice Training Commission, Executive Level Certificate, Seattle, WA, 1995

NW Law Enforcement Executive Command College, Port Ludlow, WA, 1995

Federal Bureau of Investigation National Academy, Quantico, VA, 1994

3.1.2 – Sara Lacy

Background: Sara Lacy is a West Point graduate and a professional intelligence analyst with over ten years of military intelligence experience encompassing human intelligence, counter-intelligence and technical aviation operations in support of Army intelligence programs in Iraq, Korea, Germany and stateside assignments. She has performed as a senior intelligence analyst with responsibility for cross-functional intelligence cycle processes including synchronizing requirements, analyzing raw data and disseminating timely information in a clear and understandable format. As a senior intelligence officer supporting Army operations in Iraq, she has tracked Iraqi ground forces, analyzed the placement of units, and provided substantive input to the senior military collection manager for synchronizing tactical reconnaissance operations and national intelligence assets in northern Iraq. This support, called Operation Northern Watch, enforced the no-fly zone after the first Gulf War in 1991. She was responsible for identifying, confirming and informing US Air Force and Allied pilots on potential surface-to-air missile or anti-air attack sites. She developed a fusion process merging Top Secret human intelligence reports with databases of other intelligence agencies mindful of emerging information security protection requirements unfolding through her innovative use of classified, highly controlled information. She quickly developed a professional rapport with foreign military liaisons and was so successful in developing intelligence briefs for Turkey's General Staff Officers she was selected by-name to repeat her short-tour assignment. As a result, the US and Allied military forces were able to identify and quickly target hostile military positions in northern Iraq thereby saving the lives of many transiting pilots.



Sara Lacy

Summary:

- **Formal education:** BS in Spanish/German with minor in environmental engineering; slated to complete BS in Information Technology/Visual Communication spring 2009
- **National security work experience:** over ten years in US Army intelligence
- **Specialized intelligence analysis training:** graduate of US Army military intelligence officer basic course; selected to perform as an observer/controller in US Army Europe training center responsible for coaching, teaching and mentoring junior and senior intelligence officers in all aspects of intelligence operations
- **Microsoft Office software proficiency:** over ten years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications--considered expert/power-user; proficient in MS Visio and Project; skilled in HTML and Javascript; and able to program in Java and C+

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Sara Lacy's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over ten years progressive military intelligence service with two years analytical support to Operation Northern Watch and military combat service in Iraq from Jan – Dec 2004
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed US Army military intelligence basic officers course; adjunct observer/controller in Army Europe training center responsible for coaching, teaching and mentoring junior and senior intelligence officers in all aspects of intelligence operations
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Expert/power-user with ten years hands-on experience with Microsoft Office products in stand-alone and networked environments; demonstrable expertise using PowerPoint, Access/Excel and Word for intelligence presentations, studies, analyses, and briefings; and proficient in MS Visio, Project, skilled in HTML and Javascript and able to program in Java and C+
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Sara Lacy is an innovative thinker and a professional intelligence analyst with over ten years experience including wartime intelligence operations. She has performed as a national level intelligence analyst responsible for producing country studies and other strategic intelligence reports, as an operational level intelligence analyst responsible for finding, identifying and locating hostile military air attack sites in northern Iraq, and as a tactical level intelligence analyst in Korea responsible for analyzing problematic indications and warning associated with ongoing US Forces peacekeeping operations on the Korean peninsula. Her background supports critical work requirements for assessing information needs, identifying analysis techniques, identifying risks, evaluating alternative solutions, identifying information gaps and establishing work priorities. Her wartime service contributes significant intelligence experience in writing, collating and disseminating analytical reports, daily briefs and periodic assessments.

- **Professional Experience**

Company Commander [Captain (CPT), Military Intelligence (MI)], 345th MI Battalion, Military Intelligence Reserve Command, Jasper, AL, 2/07-3/08

Commanded the Theater Ground Intelligence Center (TGIC) support company. Responsible for providing two combat-ready multi-discipline intelligence fusion teams which supported wartime operations in Afghanistan and Iraq. The TGIC fusion teams are responsible for maintaining situational awareness and situational understanding on emerging conditions existing within assigned countries of studies in our region. We developed and maintained intelligence preparation of the battlefield products, analytical assessments, and developed indications and warning. Further, a major fusion team responsibility was to find and screen data potentially indicating the presence or activities of terrorist groups that may have been operating in our assigned region.

Intelligence Staff Officer [CPT/MI], 345th MI Battalion, Military Intelligence Reserve Command, Fort Gordon, GA, 7/06-2/07

As the Intelligence Officer, responsible for ensuring personnel security and physical security of classified documents within the battalion's area of responsibility. As part of ensuring personnel security my team conducted preliminary investigations for personnel requesting security clearances, as well as starting the process for periodic reviews for personnel already in possession of a valid security clearance. My team provided oversight for the maintenance of two different locations secured for use with processing, transmitting and storing Secret classified information. I conducted regular inspections to ensure that the storage facilities conformed to published regulations and reported monthly on the status of all classified documents and systems in these two facilities. Provided oversight for two subordinate units that maintained Secret classified document storage safes outside of these facilities and ensured that their procedures and storage equipment also conformed to published regulations.

Intelligence Staff Officer [CPT/MI], 504th MI Brigade, Fort Hood, TX, 1/03-4/05

As an Intelligence Officer, served in Iraq from January to December 2004. Responsible for daily reporting of personnel accountability for more than 2000 Soldiers and civilians stationed in numerous cities, operating bases and enclaves positioned throughout Iraq. Coordinated the Rest and Relaxation (R&R) program for the entire Brigade, ensuring that no unit fell below 90% strength. Responsible for all casualty reporting within the Brigade. This report included all Soldiers listed as Wounded In Action (WIA), Killed in Action (KIA) and Missing in Action (MIA). My team tracked the movement of Soldiers and/or remains until final destination in the US.

Intelligence Staff Officer [CPT/MI], 4th Brigade, 1st Infantry Division, Ansbach, Germany 9/01-12/02

Two days before 9/11, I assumed staff duties as the senior intelligence officer in the brigade with responsibility for keeping the commanders and senior officers informed on emerging events, indications and warning and potential applications to our mission readiness. As the senior brigade intelligence officer, performed as the commander's representative during the Force Protection Working Group meetings. These meetings, developed in the days following 9/11, focused on force protection measures for three US military installations located in Germany. These installations housed US military forces and family members as well as serving as the garrison command locations for divisional units. Responsible for establishing the force protection plans for these installations, for determining physical security guard rotations and for standardizing operating procedures for guard forces at five different locations in the German community. Additionally responsible for coaching, teaching and mentoring other intelligence officers in the intelligence process and cycle with special emphasis on intelligence production and dissemination focused on Army aviation operations during assignment as an observer/controller at the largest combat maneuver training center in Germany.

Intelligence Staff Officer [CPT/MI], Iraqi Ground Forces Order of Battle Section, Operation Northern Watch 3/01-7/01 and 4/02-5/02

Responsible for tracking Iraqi Ground Forces, analyzing the placement and movement of units, providing input to the collection manager to facilitate the use of Tactical Reconnaissance and National assets in Northern Iraq. Conducted weekly meetings with the senior intelligence officer responsible for collection management as well as providing a "focus" meeting before each mission in order to emphasize special interest ground targets. These meetings were important

because national intelligence assets would exploit these targets. Provided detailed information about the disposition, strength and location of Iraqi ground forces. Responsible for supporting a section of political and military analysts coordinating with foreign military embassies in Turkey in order to maintain situational awareness of any political situation that might adversely, or positively, impact Allied aviation missions over Northern Iraq. Conducted daily mission briefs for the senior commanders and staff as well as detailed intelligence briefings for the pilots. Exploited multiple national agency databases and monitored different classified message traffic to synthesize current, real-time information on national imagery products. These products were extremely useful in conjunction with various intelligence reports and data feeds to help visualize the ground order of battle situation for the other staff members.

Platoon Leader [Lieutenant/MI], B Company, 102nd Military Intelligence Battalion, 2nd Infantry Division, Camp Essayons, Republic of Korea, 1/99-1/00

Platoon leader or officer-in-charge of a 10 Soldier team of intelligence analysts known as an Analysis and Control Team (ACT). The ACT mission is to provide immediate, timely analysis of battlefield events and information to a senior commander. Assisted in the development of Army intelligence doctrine for the forming, fielding and deploying of an ACT. Responsible for developing training framework for the ACT that transformed into a multi-discipline extension of an Army ground command unit in order to conduct missions in peacetime, conflict and war against threats ranging from regional powers, warring factions, and guerilla teams. As a platoon leader for one of the first Army ACT teams, I was responsible for creating a training structure for the team to later include unmanned aerial vehicle imagery specialists.

- ***Education***

University of Phoenix, BS Information Technology/Visual Communication, spring 2009; Fort Lewis, WA

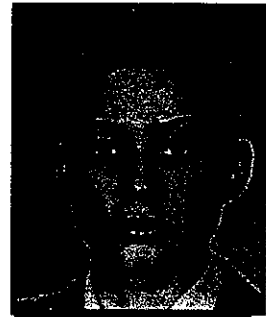
United States Military Academy at West Point, BS Spanish/German with minor in environmental engineering; West Point, NY, 1998

- ***Job-Related Training***

Military Intelligence Officer Basic Course, Fort Huachuca, AZ, 1998

3.1.3 – Kia Graham

Background: Kia Graham is a professional intelligence analyst with over five years of military intelligence experience encompassing regional fusion analyses including support to wartime operations in Iraq as well as direct analytical support to over 100 strategic interrogations of high-value human intelligence targets as a senior intelligence analyst with Joint Task Force Guantanamo Bay-Cuba. She has progressive experience in intelligence positions ranging from a supervisor of human intelligence collection operations to lead intelligence analyst in a fusion analysis section. She assisted in the creation and facilitation of an Intelligence Information Upload Project with US Southern Command. This effort proved critical to the management and archive storage of all information related to detainees at Guantanamo Bay-Cuba. She possesses comprehensive knowledge of Defense Department and Intelligence Community organizations, missions and functions. Her experience has proven invaluable in providing her with context in understanding and working with the inter-relationship maze associated with national and Defense Department intelligence agencies.



Kia Graham

Summary:

- **Formal education:** slated to complete BA in Intelligence Studies with a focus on Terrorism in summer 2009; currently maintaining 4.0 GPA
- **National security work experience:** over five years in intelligence with positions in tactical and national level organizations including as an intelligence analyst supporting US Special Operations in Iraq in 2004-2005; experience as lead intelligence liaison with federal law enforcement agencies, major military commands, international committees, and other government agencies
- **Specialized intelligence analysis training:** graduate of US Army Counter-Intelligence Special Agent course and Joint Interrogation certification course; completed US Army Intelligence Support in Counter-Terrorism course and US Army basic intelligence analyst course
- **Microsoft Office software proficiency:** over five years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Kia Graham's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over five years progressive military intelligence service in positions of tactical and national strategic organizations including as an intelligence analyst in Iraq and as a strategic analyst of all-source and finished intelligence products addressing transnational, international terrorism and terror-related activities in support of Joint Task Force Intelligence and Interrogation Operations
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed US Army Counter-Intelligence Special Agent Course, Intelligence Support in Counter-Terrorism Course and US Army basic intelligence analyst course; completed joint intelligence training on asymmetric warfare intelligence analysis course
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Considered product Power-user; over five years hands-on experience with Microsoft Office products in stand-alone and networked environments; demonstrable proficiency using PowerPoint, Access/Excel and Word for intelligence and criminal investigative presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Kia Graham is a US Army Reserve Counter-Intelligence Special Agent with over five years of progressive wartime intelligence operations experience. She has supported over 100 strategic interrogations of high-value human intelligence targets as a senior intelligence analyst with Joint Task Force Guantanamo Bay-Cuba. She has created and disseminated over 100 in-depth all-source analytical products to law enforcement, intelligence agencies and foreign governments in her wartime support role. Her professional experience and innovative mind enabled her to exceed the required analytical production rate three-fold. She has liaised on a daily basis with the US military criminal investigative task force, combatant commands, Federal Bureau of Investigation and other governmental agencies as well as with Defense Department and Justice Department. One of her most significant wartime service contributions included the development of over thirty terrorist targeting packets in support of collection operations and direct action missions which resulted in the apprehension of al-Qaeda operatives, foreign fighters, and members of the former Saddam regime.

- **Professional Experience**

Lead Intelligence Analyst, Fusion Analysis Section, Joint Task Force-Guantanamo Bay, Cuba, 10/06 – 02/08

Consistently provided timely and accurate analysis of all-source information and finished intelligence products addressing transnational, international terrorism and terrorism-related activities to support Joint Task Force intelligence and interrogation operations. Created and disseminated over 100 fused in-depth all-source intelligence analysis products to law enforcement, intelligence agencies and foreign government services. Maintained situational awareness and understanding of emerging events described in message traffic and intelligence products. Liaised on a regular basis with criminal investigative task force, combatant commands, Federal Bureau of Investigation, other governmental agencies and a myriad of other Defense Department and Justice Department organizations.

Intelligence Analyst, Fusion Analysis Section/Gulf States Regional Team, Joint Task Force-Guantanamo Bay, Cuba, 01/06 – 10/06

Provided relevant, accurate and timely analytical support to ten human intelligence collection teams assigned to the Gulf States region. Attended weekly coordination meetings and was a contributing analyst to collection strategy sessions. Provided analytical comments on over 30 in-production intelligence information reports. Created intelligence summaries for over 80 intelligence information reports created by the Gulf States team. She reviewed and updated over 100 detainee analytical support packages. Liaised with respective regional commands; maintained collaborative processes with other fusion analysis sections.

Human Intelligence Collection Operations Supervisor/Intelligence Analyst, Interrogation Control Element North Africa/Europe Regional Team, Joint Task Force-Guantanamo Bay, Cuba, 07/04 – 11/05

She was responsible for intelligence requirements management. Provided analytical input for over 50 interrogation control plans. Performed liaison and coordination planning with federal law enforcement agencies, major military commands, international committees and other governmental agencies. She developed all-source analytical products in support of North Africa/Europe Regional Team's collection efforts. Assisted in the creation of and facilitation for an Intelligence Information Upload Project. This project managed and archived relevant detainee intelligence information. Selected to teach this project to senior officers. Served as a senior military analyst for a visiting foreign delegation from an African Union member state. Provided assessments, analyses and informational updates on selected high-value detainees.

Intelligence Operations Supervisor/Intelligence Analyst, Joint Special Operations Command Task Force 6-26, Iraq, 11/04 – 05/05

She performed specialized duties as a counter-terrorism analyst and as the Intelligence Operations Manager for a Joint Special Operations team. Provided analytical support to answer time-sensitive and critical priority information requirements. Developed over 30 terrorist targeting packets in support of collection operations and direct action missions. This support resulted in the apprehension of al-Qaeda operatives, foreign fighters and members of the former Saddam regime. Generated over 2,000 intelligence-based assessments in support of tactical planning. Developed and maintained an all-source intelligence database in support of future targeting operations. Performed collection management functions to include handling requests for information, disseminating intelligence to internal and external agencies and generating analytical evaluations. Lead liaison officer with federal law enforcement agencies and military magistrates. Established document exploitation priorities and supervised accountability of all captured enemy media, equipment and currency. Managed all movement of detainees and associated case evidence. Daily briefed the command and staff on all operational and intelligence collection operations.

- **Education**

American Military University, BA in Intelligence Studies with a focus on Terrorism in summer 2009; Fort Lewis, WA

- ***Job-Related Training***

Joint Interrogation Certification Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Oct 2008

US Army Counter-Intelligence Special Agent Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Jul 2008

Intelligence Support in Counter-Terrorism Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Jun 2004

Intelligence Analyst Course, US Army Intelligence Center & School, Fort Huachuca, AZ, Sep 2003

3.1.4 – Kathleena Almquist

Background: Kathleena Almquist is an intelligence analyst with over four years of US Army military intelligence experience and training; with fifteen months operational experience in support of Operation Iraqi Freedom as a member of Third Stryker Brigade Second Infantry Division's brigade level intelligence team based out of Fort Lewis, Washington. She will graduate with high honors and receive an Associate in Arts and Sciences degree next month, with concentrations in writing intensive and multicultural investigative courses. She has received military training from the Department of Defense in intelligence analysis and mobile warning analysis. She has completed programs in security management and is a graduate of the US Army Counter-Intelligence course.



Kathleena Almquist

Summary:

- **Formal education:** AAS – Dec 2008 (elements of Asian Language and Culture, intensive writing, and mathematical reasoning)
- **National security work experience:** over four years in US Army Intelligence
- **Specialized intelligence analysis training:** completed intelligence training such as the Mobile Warning Analysis Course from the Joint Military Intelligence Training Center and US Army Counter-Intelligence course
- **Microsoft Office software proficiency:** over four years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Kathleena Almquist's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over four years progressive military intelligence service including over 2 years active analytical support for 3-2 Stryker Brigade in garrison, military combat service in Mosul, Baghdad, and Baqubah Iraq from Jun 2006 – Sep 2007, and current reserve service since Feb 2008
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Completed US Army military intelligence advanced individual training course; intelligence training in Mobile Warning Analysis-indicators and warning analysis; and US Army Counter-Intelligence course
Proficient in the use of Microsoft Office Suite applications	MEETS Requirement. Over four years of daily PowerPoint, Access/Excel and Word use for intelligence presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Kathleena Almquist is a US Army Reserve Military Intelligence Sergeant with over 4 years of military intelligence service. Her experience includes all-source intelligence analysis at the tactical level while interacting and sharing information with adjacent commands and specialized organizations. She is confident, resourceful, and intelligent, and exceeds expectations and requirements when accomplishing tasks. As a professional intelligence analyst, she is capable of making timely decisions with minimal supervision. Additionally, she communicates complex ideas in an understandable, efficient, and professional manner. She has demonstrated the ability to create, integrate, and improve intelligence products and procedures. Her technical expertise covers a range of intelligence functions including human intelligence, signals intelligence, and imagery intelligence. She uses her exceptional analytical abilities, coupled with excellent written and oral communications skills, to translate information into a synthesized intelligence product.

• **Professional Experience**

Intelligence Sergeant [Sergeant (SGT), Military Intelligence (MI)], 301st Maneuver Enhancement Brigade (US Army Reserve), Fort Lewis, WA, 2/08 – Present

Incorporating lessons learned and knowledge acquired from real world analysis experience into reserve intelligence analysis training and operations. Coordinating related intelligence training. Oversees the implementation and improvement of information, operations, communications, and personnel security procedures for the brigade. Improved security readiness immensely, with a vast change in security awareness and a higher level of respect for security regulations and requirements. Created and implemented Standard Operation Procedures for derogatory information reporting and clearance processing and tracking.

Intelligence Sergeant [Specialist (SPC)/MI], 3-2 Stryker Brigade Combat Team, Mosul, Baghdad, and Baqubah, Iraq, 06/06 – 09/07

Evaluated all-source intelligence in support of counter-insurgency operations for 15 months in Mosul, Baghdad, and Baqubah, Iraq, as the Intelligence Operations Noncommissioned Officer in the Brigade Tactical Operations Center, contributing to exemplary mission planning and execution. Analyzed and disseminated human, signal, and imagery intelligence of immediate value to eight separate battalions with over four thousand soldiers, resulting in the neutralization of numerous explosive devices and the capture of several hundred terrorist and insurgent high value targets. Continually coordinated the production of intelligence products, and the analysis and dissemination of current operational intelligence. Prepared and conducted thousands of intelligence updates to both the Brigade Deputy Commanding Officer and the Commanding Officer, providing the necessary extensive, accurate situational awareness needed to make decisions regarding current and future operations. Designed a daily intelligence product fusing national, local, and special agency human intelligence reporting in a summarized and graphical format thereby improving the platform for answering the Brigade Commanding Officer's priority intelligence requirements. Adapted all daily intelligence operations and products to succeed in 3 separate and distinct operational environments, contributing to the security of 3 large cities in Iraq, including Baghdad, with a population of 6.5 million. Assumed the role of S2 Battle Captain while training and preparing incoming S2 Battle Captains and Noncommissioned Officers during the Relief in Place and Transfer of Authority in both Mosul and Baghdad, Iraq.

Intelligence Analyst [SPC/MI], 3-2 Stryker Brigade Combat Team – Fort Lewis, WA, 12/04 – 06/06, 09/07 – 02/08

Assisted both the Brigade Security Manager and Brigade Special Security Officer in fields as varied as Physical Security, Information Security, Operational Security and Personnel Security. Coordinated training for 8 battalion intelligence teams, resulting in an efficient, knowledgeable, and compliant organization. Trained 5 soldiers to continue security operations following the transition of all experienced intelligence analysts from the S2, ensuring the continuous security standards within the 3rd Stryker Brigade, 2nd Infantry Division. Established a system for tracking security issues, including derogatory information handling, requests for Personnel Security Investigations, and mandatory security awareness training for the Brigade.

- **Education**

Tacoma Community College, Tacoma, WA, Associate's Degree - 12/2008, Major: Four-Year Transfer

Troy University, Troy, AL, 9 hours – 10/2007, Major: Political Science

- **Job-Related Training**

Mobile Warning Analysis Course, Joint Military Intelligence Training Center, Fort Lewis, WA, 2005

Intelligence Analyst Course, US Army Intelligence Center & School, Fort Huachuca, AZ, 2004

3.1.5 – Neoma Skye

Background: Neoma Skye is a senior intelligence professional with over fifteen years of progressive and diversified intelligence, counter-intelligence, force protection and law enforcement liaison experience. She has demonstrated expert proficiency in database research, query creation and interpretation, and in organizing link and timeline analyses in order to substantiate analytical conclusions. She has extensive experience in creating and briefing over 200 force protection and situational and threat assessment reports for deploying military personnel. Her detailed integration for analytical mapping of terrorism events was acknowledged as an innovative training method and was adopted into the required intelligence briefing procedures. She has served as a senior Intelligence analyst for the Joint Task Force-Homeland Defense where she provided counter-terrorism expertise in developing scenario inputs for multi-agency exercises. She has led a small training team focused on anti-terrorism and force protection tactics, techniques and procedures and was responsible for teaching intelligence analysis methods, report writing skills and presentation techniques. She has revised operating procedures, policies and plans; created new office forms and tracking spreadsheets; enhanced document archiving techniques to an online collaboration library and managed access for users of shared server files.



Neoma Skye

Summary:

- **Formal education:** BS in Business Management (application courses in statistical analysis and research)
- **National security work experience:** over 15 years in military intelligence
- **Specialized intelligence analysis training:** US Army credentialed Counter-Intelligence Special Agent; completed advanced intelligence training such as Intelligence in Combating Terrorism, Criminal Intelligence Analysis, Anti-Terrorism, Signals Intelligence, and numerous Analysis Software Programs
- **Microsoft Office software proficiency:** over fifteen years daily proficiency in substance, organization, style and correctness in all forms of written and graphic communication developed through Microsoft Office suite applications

Meets or Exceeds Minimum RFQQ Criminal Intelligence Analyst Requirements:

RFQQ Consultant Requirements	Neoma Skye's Qualifications
Must have previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over 15 years progressive military and Defense Department intelligence experience including three years as a defense contractor intelligence instructor and counter-terrorism/force protection consultant
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Specialized US Army training in security, terrorism, counter-terrorism and force protection; credentialed Counter-Intelligence Special Agent
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Considered product Power-user with over 15 years of daily PowerPoint, Access/Excel and Word use for intelligence presentations, studies, analyses, and briefings in stand-alone and networked environments
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses current Defense Department Top Secret/Special Background Investigation-level security clearance

Resume: Neoma Skye is a US Army Reserve Military Intelligence Sergeant with over 15 years of military intelligence service including three years of defense contracting intelligence support. She is a credentialed US Army Counter-Intelligence Special Agent. Her analytical experience includes situation-specific, non-traditional terrorism and asymmetrical threats. She served as a team leader for the US Army Pacific's Homeland Defense/Force Protection analysis team responsible for fusing and interpreting intelligence, analysis and reports from numerous military, civilian and government sectors. Additionally, as the team leader, she was responsible for developing innovative methods for obtaining information. Her fused intelligence summary was produced using standard military and agency analytical collaboration techniques along with non-traditional intelligence information providers such as private security companies supporting local retail and critical infrastructure. She researched, authored and disseminated daily analytical reports summarizing potential terrorism related incidents and possible impacts on military operations. In addition to situation-specific analyses, she produced general capability threat assessments. She assisted senior military officers in writing intelligence outlook reports for specific countries or political regions. These in-depth country reports included biographies, conventional military threats, terror-related threats and socio-economic conditions. She was responsible for creating and maintaining a tracking database of terrorism and counter-terrorism incidents. This spreadsheet was used by the US Army for long-term threat analysis and was incorporated in the intelligence portion of the senior commander's annual force protection and risk assessment report.

- **Professional Experience**

Senior Counter-Intelligence Agent, 373rd Military Intelligence Battalion (US Army Reserve), Tumwater, WA, 1/08 – Present

Serves as Counterintelligence team leader in a Reserve Component Military Intelligence Company. She is responsible for individual and team-based multi-discipline intelligence collection and counterintelligence support for operational and tactical military operations. She is responsible for mission execution, training, personnel and logistics readiness of her team and other subordinates ensuring they are prepared for world-wide deployments in support of the nation's effort to fight terrorism. She also assists with coordination of mission-related training for intelligence personnel to increase their understanding of intelligence operations, processes and systems. Due to her analytical background and instruction skills, her peers and senior leaders often acknowledge her as a subject matter expert within the company on counterintelligence analysis and systems training.

Senior Counter-Intelligence Agent, 500th Military Intelligence Brigade, Schofield Barracks, HI 05/05-05/06

Developed 2-hour in-depth security briefing (to include topics on subversion and espionage, operational security and terrorism awareness) for yearly training requirement. Presented briefing over 20 times to over 1800 soldiers and civilians within six months. Assisted in personal security background investigations, national security crime investigations, vulnerability assessments, and other authorized counter-intelligence operations. Reviewed and edited counterintelligence reports for accuracy, content and validity. Developed course curriculum and conducted beginning and advanced counter-intelligence investigation and counter-terrorism analysis training for Army Reserve soldiers. Served as Counterintelligence Special Projects NCO and assisted senior executives with personnel management analysis, reports reviews and liaison with subordinate counterintelligence offices. Designed, coordinated, and executed two separate soldier knowledge and skills competitions for Hawaii and the Pacific Region; winners advanced

to national region competition. Organized a filing and documentation system in the training section in order to increase processing and tracking of training requests and completions for 500 soldiers in subordinate units. Requested by Special Security Office to tailor existing MS Access database to meet changing needs of security section and allow for tracking of security clearance information and training records for over 800 soldiers and civilians in the unit. As the Brigade counter-intelligence and training representative, attended planning conference for Joint US, Australia, United Kingdom, and Canada counter-intelligence/human intelligence exercise.

Training Developer / Intelligence Instructor (Corporate), The Sytex Group, Incorporated, Camp H.M. Smith, HI, 12/04-04/05

Conducted training development analysis through panels and surveys to ascertain end-user needs, increase usability and determine relevance of training materials and testing criteria. Developed and revised job qualification requirement handbooks, training modules and exams for nine Pacific Command intelligence watch officer positions. Redesigned training website homepage to include designing webpage materials, links and graphics.

Counter-Terrorism and Force Protection Analyst (Corporate), Science Applications International Corporation, 205th MI BN Analysis & Control Element, Ft. Shafter, HI, 10/03-11/04

Led and instructed a five-person Anti-terrorism / Force Protection team; prepared and instructed soldiers in beginning and advanced counterintelligence methods, use of technology systems, analytical tools and methods, and presentation / reporting skills. Performed the collection, analysis, processing and dissemination of information derived from multiple resources to answer intelligence requirements specifically focused on the homeland defense, force protection, and asymmetric threats posed by foreign intelligence services, unconventional warfare forces, terrorist organizations and other extremist groups. Performed research and analysis on terrorist groups in the US Pacific Command's Area of Responsibility (USPACOM AOR) for Intelligence Preparation of the Battlefield purposes to support US Army Pacific's (USARPAC) operational planning directives. Compiled and presented over 200 country intelligence and situational awareness and force protection briefings, project status briefings, special situational reports and threat assessment decision briefs for deploying USARPAC personnel and senior staff. Researched, compiled and updated weekly force protection, threat and incident reports for 33 countries in support of USARPAC deployed forces within the USPACOM AOR. Served as counterintelligence watch officer at the USARPAC Crisis Action Center; provided weekly incident threat briefings and force protection reports to combined directorate watch office personnel. Collaborated with general intelligence analysts to developed country update briefings, assess recent events or political changes in relation to terrorism threats. Gathered intelligence and developed country-specific reports and briefings of terrorist threats in the USPACOM AOR to support Anti-terrorism / Force Protection and counter-terrorism operations. Completed 160 hours of USPACOM AOR-specific intelligence operations and analysis training courses.

Counter-Intelligence Agent, US Army Pacific (USARPAC), Intelligence Directorate, Fort Shafter, HI, 9/01-10/03

Developed and maintained USARPAC Counter-intelligence/Counter-terrorism incident database and conducted comparative statistical analysis and research to facilitate threat reporting and force protection assessments. Wrote counterterrorism input scenarios for multi-agency exercises and provided intelligence support to USARPAC and PACOM exercises. Performed

as the USARPAC liaison to the FBI's Joint Terrorism Task Force-Pacific (JTTF-P); facilitated the smooth transfer of intelligence and community threat awareness reporting responsibilities from the Joint Rear Area Coordination-Hawaii to the JTTF-P. Established working relationships with over 20 JTTF-P member agencies including Honolulu Police Department, State Civil Defense, US Attorney's Office / Anti-terrorism Task Force, Department of Public Safety, US Secret Service, Bureau of Immigration and Customs Enforcement (BICE), TSA, FBI and Defense Department's sister intelligence agencies. Assisted Defense Department analysis team at JTTF-P in daily counter-intelligence and counter-terrorism analysis and reporting. Ensured maximum intelligence sharing between Defense Department, state, local and foreign agencies by creating and updating web-based open-source intelligence products; maintained website dissemination lists and new member enrollments to maximize dissemination. Served as the HUMINT operations cell officer for one of the region's largest military exercises, coordinating three HUMINT team's collection operations, creating intelligence reports and submitting requests for information to support exercise-related intelligence analysis and production. Completed a 40 hour Collection Management overview training course, integrating knowledge into daily intelligence gathering abilities and production tasking requests.

Senior Counter-Intelligence Agent, 368th Military Intelligence Battalion (US Army Reserve), Fort Shafter, HI, 10/95-10/01

Served as a senior team leader for assigned counter-intelligence personnel. Conducted initial and refresher training on counter-intelligence operations, report writing and analysis for subordinates and peers. Selected as primary briefer for all security-related briefings to outside units and senior personnel. Attended both Basic and Advanced level Non-Commissioned Officers Courses for military intelligence disciplines. Completed Basic course as Honor Graduate and Advanced course with cumulative score of 95%. Acknowledged by instructors in both courses for superior research ability, analytical approach to problems and small group leadership skills. Completed counter-intelligence special agent course that taught the basic skills, concepts, principles and techniques required to perform tactical and strategic counter-intelligence investigations and operations. As Honor Graduate exceeded course standards by graduating in the top 10% of the class and was certified by the Department of the Army as a credentialed Counter-Intelligence Special Agent.

Electronic Warfare & Signals Intelligence Analyst / Cambodian Linguist, US Army, 733rd Military Intelligence Battalion, Schofield Barracks, HI, 9/92-12/94

Excelled as Mission Manger and linguistic expert during a highly volatile Southeast Asian political situation of global interest. Continually recalled outside normal working hours to guide mission efforts and translate messages. Kept US policy makers informed, allowing them to make intelligent and timely decisions regarding US foreign policy to Southeast Asia. Performed as a signals intelligence analyst for Southeast Asia Air Operations section, writing over 100 national-level and critically sensitive reports. Served on a special intelligence project committee composed of national level experts. Provided valuable advice and linguistic expertise, ensuring a successful conclusion to the project. Honored as the first junior enlisted soldier to certify as an intelligence analyst in newly created joint-service analysis branch and further trained three senior non-commissioned officers to assume analyst positions. Performed research and analysis with continual adherence to US Army and Joint intelligence time-sensitive reporting requirements, regulations and handbooks. Trained and mentored both Army and Air Force personnel on the use of joint service computer programs, intelligence analysis and reporting requirements.

- **Education**

University of Phoenix, Maui, HI, Bachelor's Degree - 3/01, Major: Business Management

Advanced Non-Commissioned Officers Course, US Army Intelligence School, Fort Huachuca, AZ, 2001

- **Job-Related Training**

The Starlight Operator's Course (Information Visualization System), 40 Hrs, Battelle Corporation, Fort Shafter, HI, 2004

ArcGIS (Geographic Mapping) Software Certified User Course, 40 Hrs, Battelle Corporation, Fort Shafter, HI, 2004

National Intelligence Familiarization Conference, 40 hrs, Intelligence and Security Command, Washington, DC, 2003

Anti-Terrorism Officer's Course - AT/FP Level II, 40 hrs, United States Army Military Police School, Ft. Leonard Wood, MS 2003

Intelligence Analysts' Online Tools, 32 hrs, Joint Intelligence Training Activity Pacific, San Diego, CA, 2002

Criminal Intelligence Analysis Training Course, 40 hrs, The Alpha Group Center, Montclair, CA, 2002

Mobile Collection Managers Course, 40 hrs, Joint Military Intelligence Training Center, Washington, DC, 2002

Intelligence in Combating Terrorism Course, 80 hrs, US Army Intelligence Center and School, Fort Huachuca, AZ, 2002

Pacific Intelligence Analysis Curriculum, 40 Hrs, Joint Intelligence Training Activity Pacific, San Diego, CA, 2001

US Army Counter-Intelligence Special Agent Course, 6 weeks, US Army Intelligence Center & School, Fort Huachuca, AZ, 1997

US Army Signals Intelligence Analyst Course, 16 weeks, US Air Force, 3480th Technical Training Wing, Goodfellow Air Force Base, TX, 1992

US Army Cambodian Basic Language Course, 47 weeks, Defense Language Institute, Presidio of Monterey, CA, 1992

3.2 – Team Member Qualifications/Experience for Criminal Intelligence Analyst-Lead Service

3.2.1 – Bill Evans

Our intelligence analyst-lead service is a strong and visionary leader. Our approach is to have our senior intelligence analyst lead by doing, coaching, teaching and mentoring. He has a proven track record for transformational leadership—motivating a team to be efficient and effective in an emerging and challenging environment.

Background: Bill Evans is a professional senior intelligence analyst and intelligence supervisor with over twenty years of US Army military intelligence experience and training; with over four years as a counter-intelligence specialist overseas and in support of First Corps' intelligence staff at Fort Lewis, Washington. He possesses a BA in Political Science and is a Distinguished Graduate of the US Army's Basic Intelligence, Counter-Intelligence, and Advanced Intelligence Analysis and Operations courses. He has received advanced military training as a strategic counter-intelligence officer and is a graduate of several Department of Defense strategic operations and plans courses. He has completed extensive special training programs in security management, interviewing and interrogation, terrorism and counter-terrorism. At Fort Lewis, he supervised a large group of intelligence analysts handling a myriad of complex issues and provided expert input to First Corps' intelligence program management and policy decisions. He planned and directed intelligence analytical activities to support First Corps' mission and work priorities. He determined goals and objectives; prepared short and long-range work plans and schedules. He assisted the First Corps' senior intelligence staff officer and military brigade commander by identifying, prioritizing and establishing deadlines of work to be completed by subordinate intelligence analysts. He provided direction and guidance to analysts in resolving issues and other problems encountered during assigned projects. He reviewed intelligence reports, daily briefs and periodic assessments for relevance, significance, validity and potential applications to countering terrorism acts and organized crimes against Fort Lewis, First Corps and Defense Department jurisdictions, critical infrastructure, services and the Army community at large. In this capacity, he supported the Army's chain of command in developing First Corps' intelligence policies and procedures to accomplish necessary improvements for enhancing routine or highly specialized intelligence work performance requirements.



Bill Evans

Summary:

- **Formal education:** BA in Political Science (application courses in statistical analysis and research)
- **National security work experience:** over twenty years in US Army intelligence
- **Specialized intelligence analysis training:** US Army credentialed Counter-Intelligence Special Agent; completed advanced intelligence training such as Intelligence in Combating Terrorism, Strategic Approaches to Counter-Intelligence, Advanced Applications of Intelligence Techniques, Senior Cryptologic Course at National Security Agency and Reserve Component National Security Course at the National Defense University
- **Microsoft Office software proficiency:** over ten years daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office suite applications

Meets or Exceeds RFQQ Criminal Intelligence Analyst – Lead Service Requirements:

RFQQ Consultant Requirements	Bill Evans' Qualifications
Four years of progressively responsible work experience in either a federal intelligence agency, the military or state and/or local law enforcement intelligence unit	EXCEEDS Requirement. Over 20-years distinguished progressive military intelligence service with over four years as counter-intelligence special agent at Fort Lewis and with over two years experience supervising investigative activities of 100 US Army Special Agents overseas
Possess a bachelor's degree	MEETS Requirement. BA in Political Science
Must have completed intelligence analyst training to ensure baseline proficiency	EXCEEDS Requirement. Specialized US Army training in security, terrorism, counter-terrorism and advanced interviewing and interrogation techniques; credentialed Counter-Intelligence Special Agent
Proficient in the use of Microsoft Office Suite applications	EXCEEDS Requirement. Considered product Power-user with over ten years hands-on experience with Microsoft Office products in stand-alone and networked environments; daily proficiency using PowerPoint, Publisher, Binder, Access/Excel and Word for intelligence presentations, studies, analyses, and briefings
Be able to obtain a federal Top Secret level security clearance	MEETS Requirement. Possesses Defense Department Top Secret/Special Background Investigation-level security clearance since 1989; revalidated in 2008

Resume: Bill Evans is a professional intelligence analyst, a credentialed Counter-Intelligence Special Agent, and a US Army Reserve Military Intelligence Officer with over 20 years of military service. His experience includes management and staff assignments at the tactical, operational and strategic levels in locations around the world including Egypt, Germany and Africa. He is personable, persuasive, and confident in interacting with joint, national and international agencies. He has a demonstrated ability to design and implement organizational, operational and management problem solving techniques. His technical expertise covers a wide range of intelligence functions including counter-intelligence, human intelligence and signals intelligence. He uses his exceptional analytical abilities, coupled with excellent written and oral communications skills, to translate information into an actionable intelligence product.

- **Professional Experience**

Battalion Commander [Lieutenant Colonel (LTC), Military Intelligence (MI)], 373rd Military Intelligence Battalion (US Army Reserve), Tumwater, WA, 8/07 – Present

Bill Evans commands a Reserve Component Military Intelligence Battalion. He is responsible for providing combat-ready multi-discipline intelligence collection and counterintelligence support for operational and tactical military operations. He is responsible for mission execution, training, personnel and logistics readiness of four subordinate companies; ensures soldiers and units are maintained at a high state of readiness and prepared for world-wide deployments in support of the nation's effort to fight terrorism. He also coordinates specialized mission-related training opportunities for intelligence personnel to increase their understanding of intelligence operations, processes and systems. Ultimately, he is responsible for the morale, welfare, and professional development of all assigned and attached soldiers. He maintains liaison with active component and reserve component Army organizations, and joint and national intelligence agencies. Further, he develops and maintains community-based relations programs.

Senior Intelligence Operations/Research Specialist [LTC/MI], 201st Military Intelligence Brigade, Fort Lewis, WA, 7/04 – 09/07

Led and trained functional teams in the analysis and correlation of single source information into a timely, synthesized intelligence product to support of Army and Joint Force military decision makers across the full spectrum of military operations. Directed the research, analysis, and production of information pertaining to terrorist activities, indications and warnings of regional conflicts, political instability and emerging military technologies throughout the Pacific-theater. Provided guidance and oversight in the production of daily intelligence read files and weekly update briefings for Senior Military Executives. Planned, prepared and supervised intelligence support to training exercises in Korea, Japan and Thailand. Formulated training strategies to test and integrate complex intelligence procedures. Worked extensively with intelligence and operations planners, systems and networking technicians, and simulations specialists to develop exercise concepts, design intelligence architectures, and build and test databases. Deployed and led Intelligence Support Elements during these joint and international exercises. Coordinated intelligence operations and training with intelligence professionals from Thailand, Japan, and Korea. Served as an instructor/ facilitator for a US Army Pacific Command Subject Matter Expert Exchange Program with the Royal Thai Army.

Joint Counter-Intelligence/Human Intelligence Officer [Major (MAJ)/MI], Combined Joint Task Force - Horn of Africa, Camp Lemonier, Djibouti, 6/03 - 6/04

Directed regional counter-intelligence and human intelligence activities for a 1,800-person task force with the mission to detect, disrupt and defeat transnational terrorist groups posing an imminent threat to the US, its allies or their interests. Provided staff supervision of counter-intelligence operations, investigations, collections and analysis for the task force. Synchronized all Army, Navy, Air Force and Special Operations counter-intelligence units and activities in an area equal in size to 50% of the US and including the countries of Djibouti, Eritrea, Sudan, Kenya, Ethiopia, Somalia, and Yemen. Conducted senior executive-level classified and highly sensitive briefings on terrorist and foreign intelligence collection activities. Planned and executed the conversion of the task force's local confidential informant registry into a centralized source operations database, resulting in improved functionality and compatibility within the CENTCOM Theater of Operations. Routinely liaised with host nation and coalition intelligence and security professionals, US Embassy country teams, and other US intelligence and law enforcement agencies including the FBI, CIA, DIA and Defense Human Intelligence Service. His interpersonal skills and subject matter expertise led to strengthened relationships with Djiboutian, French and German officials and facilitated an increase in the intelligence exchanges between the parties.

Counter-Intelligence Officer [MAJ/MI], 502nd Military Intelligence Battalion, Fort Lewis, WA, 1/02 - 5/03

Directed the collection, analysis, processing and dissemination of information derived from human resources to answer intelligence requirements specifically focused on asymmetric threats posed by foreign intelligence services, unconventional warfare forces, terrorist organizations and other extremist groups. Experienced at adapting and utilizing military intelligence analytical tools methodology and tools to non-traditional military operations such as combating terrorism. Ensured the fusion of human intelligence with technical intelligence sources to develop a comprehensive, multi-disciplined intelligence product. Established and maintained databases on threat capabilities, intentions, and friendly vulnerabilities; prepared threat estimates for contingency plans and operations; and coordinated analytical support for

major training exercises. Provided technical advice and assistance to commanders on counter-intelligence and human intelligence capabilities, operations and training. Worked with staff professionals to integrate counter-intelligence considerations into operations security, information operations and force protection plans. Commanded a detachment of 39 reservists providing intelligence in support of the Global War on Terrorism. Planned and executed specialized training to prepare these soldiers for follow-on deployments to US Central Command Headquarters, Iraq, Afghanistan and Africa.

Regional Operations Manager, Northwest Protective Services, Inc., Tacoma, WA, 3/98 - 6/02

Managed operations for a 175-person division providing unarmed security services to commercial, residential and industrial clients. Conducted assessments of client facilities, developed site instructions and implemented security operations in accordance with contractual agreements. Oversaw staffing, training and scheduling of personnel by the human resources and customer service departments. Served as a liaison between the corporation, the division and the clients on all security related issues. Prepared and presented security recommendations, negotiated service rates, and prepared contracts for clients.

Counterintelligence/Human Intelligence Officer [Captain (CPT)/MI], 368th Military Intelligence Battalion (US Army Reserve), Tumwater, WA, 3/98 - 12/01

Directed the collection, analysis, processing and dissemination of information derived from human resources to answer intelligence requirements specifically focused on asymmetric threats posed by foreign intelligence services, unconventional warfare forces, terrorist organizations and other extremist groups. Experienced at adapting and utilizing military intelligence analytical tools methodology and tools to non-traditional military operations such as combating terrorism. Ensured the fusion of human intelligence with technical intelligence sources to develop a comprehensive, multi-disciplined intelligence product. Established and maintained databases on threat capabilities, intentions, and friendly vulnerabilities; prepared threat estimates for contingency plans and operations; and coordinated analytical support for major training exercises. Provided technical advice and assistance to commanders on counter-intelligence and human intelligence capabilities, operations and training. Worked with staff professionals to integrate counter-intelligence considerations into operations security, information operations and force protection plans. Trained personnel on various intelligence functions with specific emphasis on analysis and production, counter-intelligence techniques and procedures, and human intelligence operations.

Intelligence/Counter-Intelligence Officer [CPT/MI], US Army Intelligence and Security Command, Fort Huachuca, AZ, 8/94 - 2/98

Coordinated strategic and operational intelligence, counter-intelligence, and information warfare concepts, doctrine, material development and training issues with the US Army Intelligence Center and School. Participated in requirements determination boards and provided subject matter expertise to the development of concepts which identified and defined the roles, functions and operational employment of military intelligence assets for the US Army in 2010. Supervised the interactions between US Army organizations and civilian contractors on the development of counter-intelligence automation initiatives including software development decisions, acceptance testing, and site surveys for the Department of Defense Counter-intelligence Integrated Information System. Planned, coordinated and executed specialized joint and national intelligence agency training courses to expand the professional development of US Army intelligence officers. Managed an Adjunct Faculty Program to enhance the relevance of

the institutional instruction by bringing senior intelligence professionals from strategic military units and national intelligence and law enforcement agencies to present information briefings on current operations to students and faculty. Expanded the program to include senior executives from the Defense Intelligence Agency, Central Intelligence Agency, National Security Agency and the Federal Bureau of Investigation. Managed the US Army Counter-intelligence Badge and Credentials Program on behalf of the Department of the Army. Assumed command of the organization for 60 days.

Counter-intelligence/Intelligence Officer [CPT/MI], 205th Military Intelligence Brigade, Frankfurt, Germany, 7/91 - 7/94

Commanded 100 counter-intelligence specialists dispersed among seven cities in central and southern Germany. Supervised the conduct of personal security background investigations, national security crime investigations, vulnerability assessments, and other authorized counter-intelligence operations. Reorganized personnel and assets to more efficiently handle an increased investigation workload, resulting in a 50% reduction in pending investigations and increased support to community security agencies. Recognized by the Defense Investigative Service and the Commanding Generals of V Corps and US Army Europe for top quality and quantity of investigations. Provided counter-intelligence support to the protection of US personnel, organizations and facilities through the collection and reporting of threat information, and liaison with US and German intelligence and law enforcement agencies. Trained and deployed personnel to provide counter-intelligence, security and intelligence support to peacekeeping operations in Turkey and Croatia. Served as an Adjunct Faculty Instructor for courses at the NATO School and German Army Signal School. As a counter-intelligence research and analysis specialist, directed the processing, analysis and dissemination of intelligence and security information pertaining to threats posed to soldiers, family members and installations by foreign intelligence services, terrorist organizations and extremist groups. Established and maintained databases on indigenous, transnational and international terrorists groups operating on the European continent, as well as in the Middle East and North Africa. Developed comprehensive profiles on terrorist organizations and key personalities to increase situational understanding of their methods of operation and target selection. Provided threat assessments to protective details escorting VIPs traveling throughout Germany. Prepared and presented weekly counter-intelligence and intelligence briefings to Senior Military Executives. Maintained routine liaison with French, German and Canadian military intelligence agencies. Served as a primary planner for the US ceremonies commemorating the 50th Anniversary of the Normandy Invasion. Coordinated the transportation of personnel and equipment to France, ceremonial support and logistics for five National and countless local French village ceremonies, and lodging for approximately 2,500 ceremonial participants. Worked closely with military police, law enforcement agencies and the US Secret Service on security operations for the national ceremonies that were attended by foreign heads of state and dignitaries including President Clinton.

Student [CPT/MI], US Army Intelligence Center and School, Fort Huachuca, AZ, and US Army Command and General Staff College, Fort Leavenworth, KS, 7/90 - 6/91

Attended the Military Intelligence Officer Transition Course (MIOTC), the Military Intelligence Officer Advanced Course (MIOAC), the Counter-intelligence (CI) Officer, the Intelligence in Combating Terrorism (ICT) Course and the Combined Arms and Services Staff School (CAS3). The Military Intelligence Officer training curriculum covered subjects necessary to fully understand military and national Intelligence and Electronic Warfare (IEW) organizations, systems and operations. As the Honor Graduate for MIOTC and MIOAC, exceeded course

standards by achieving cumulative scores of 99.31% and 99.35%. The CI Officer Course taught the basic skills, concepts, principles and techniques required to manage and perform tactical and strategic CI investigations and operations. Graduated the CI Officer Course with a cumulative score of 98.46% and was certified by the Department of the Army as a Counter-intelligence Special Agent. The ICT curriculum covered the skills and knowledge required to conduct comprehensive terrorist threat assessments. It included detailed information on the dynamics of terrorism, ideological motivations, terrorism structures and linkages, and terrorist tactics, goals and strategies. CAS3 is a rigorous staff officer's management training program designed to improve student's ability to: analyze and solve military problems; interact and coordinate as a member of a staff; write and brief effectively; and understand Army organization, operations, and procedures.

S2, Intelligence and Security Officer [CPT/MI], 3rd Battalion, 47th Infantry Regiment, Fort Lewis, WA, 5/89 - 6/90

Advised the commander on all aspects of intelligence and security. Duties included directing, supervising and coordinating the planning, collection, analysis, production and dissemination of all source intelligence; supervising and performing intelligence preparation of the battlefield; and informing the commander and subordinate units on the enemy situation, their capabilities, weather and terrain. Trained personnel assigned to the intelligence staff to become superior analysts. Developed and published intelligence handbooks and created intelligence products. As the Battalion's Security Manager, had overall responsibility for information systems security, personnel and information security, physical security, crime prevention, and classified material control and accountability. Conducted training for and inspections of subordinate units' security programs. Achieved scores in excess of 90% on every higher-headquarters directed inspections of intelligence and security programs. Served as the Intelligence Oversight Officer.

- **Education**

University of South Carolina, Columbia, SC, Bachelor's Degree - 8/85, Major: Political Science

Command and General Staff Officers Course, US Army Command & General Staff College, Fort Leavenworth, KS, 2005

Combined Arms and Services Staff School, US Army Command & General Staff College, Fort Leavenworth, KS, 1991

Military Intelligence Officer Transition Course, Military Intelligence Officer Advanced Course, US Army Counter-intelligence Special Agent Course, US Army Intelligence Center & School, Fort Huachuca, AZ, 1991

Infantry Officer Basic Course, US Army Infantry Center & School, Fort Benning, GA, 1986

- **Job-Related Training**

Reserve Component National Security Course, 80 hrs, National Defense University, Fort McNair, Washington, DC, 2008

Senior Cryptologic Reserve Officers Course, 80 hrs, National Security Agency, Fort Meade, MD, 2008

Military Intelligence Brigade/Battalion Pre-Command Course, 80 hrs, US Army Intelligence Center & School, Fort Huachuca, AZ, 2008

Intelligence Collection Battle Management Course, 32 hrs, Joint Intelligence Training Activity Pacific, Fort Lewis, WA, 2005

Theater and National Support to the Combined Joint Task Force CJ2X, 40 hrs, Joint Military Intelligence Training Center, Fort Lewis, WA, 2004

Reid Technique of Interviewing and Interrogation (Basic & Advanced), 40 hrs, John E. Reid & Associates, 1999 & 1995

Special Counter-intelligence Training Seminar on Advanced Applications of Intelligence Techniques, 40 hrs, Phoenix Consulting Group, Inc., Huntsville, AL, 1997

Army Operations Security Course, 40 hrs, Deputy Chief of Staff for Operations, Department of the Army, Fort Huachuca, AZ, 1997, 1996 (40 hours)

Strategic Approaches to Counter-intelligence, 32 hrs, National Counter-intelligence Center, Washington, DC, 1997

Joint Military Planners Course, 40 hrs, Director of Operations, Joint Staff, Washington, DC, 1996

Army Military Planners Course, 40 hrs, Director of Operations, Army Staff, Washington, DC, 1996

Supervisor Development Course, 40 hrs, Army Training Support Center, Fort Eustis, VA, 1996

Joint Counter-intelligence Staff Officers Course, 40 hrs, Defense Intelligence Agency, Fort Lewis, WA, 1995

Company Commander's Course, 80 hrs, 7th Army Training Command, Vilseck, GE, 1992

Intelligence in Combating Terrorism, 80 hrs, US Army Intelligence Center and School, Fort Huachuca, AZ, 1991

US Army Counter-intelligence Special Agent Course, 8 weeks, US Army Intelligence Center & School, Fort Huachuca, AZ, 1991

3.3 – References

Operational Applications Incorporated grants permission to WSP to contact each and every listed reference.

3.3.1 – Dennis Gerber

Name	Sergeant Ray Green (retired King County Sheriff's Office)
Address	[REDACTED] 2
Telephone Number	[REDACTED]
Fax Number	NA
Email	[REDACTED]
Type service provided	Sergeant Green was my direct supervisor during my three years as an intelligence analyst in the King County Regional Intelligence Group

Name	Don Perrson (Renton City Councilman); retired Deputy Chief, Renton Police Department
Address	538 Renton Avenue South Renton, Washington 98055
Telephone Number	425-271-6935
Fax Number	NA
Email	dperrson@ci.renton.wa.us
Type service provided	Supported Don Perrson as a police commander; I supervised over 100 full-time personnel; conducted employee training, workflow coordination, scheduling, evaluation and discipline

Name	Denis Law (Mayor, City of Renton)
Address	Renton City Hall 1055 South Grady Way Renton, Washington 98055
Telephone Number	425-430-6500
Fax Number	NA
Email	dlaw@ci.renton.wa.us
Type service provided	Supported Denis Law on city, community and Rotary projects

3.3.2 – Sara Lacy

Name	COL Todd O'Bradovich, Commander, 345 th MI Battalion
Address	Headquarters and Headquarters Detachment 345 th Military Intelligence Battalion Fort Gordon, Georgia 30905
Telephone Number	256-876-1662
Fax Number	NA
Email	todd.obradovich@us.army.mil
Type service provided	Performed as company commander under COL O'Bradovich's battalion command

Name	COL Steve Carney, Executive Officer, 504 th MI Brigade
Address	158 Harmon Drive Northfield, Vermont 05663
Telephone Number	802-485-2491
Fax Number	NA
Email	steve.carney@us.army.mil
Type service provided	Performed as the brigade personnel and administrative officer under COL Carney during deployment to Iraq

Name	COL Joseph McNeill, Executive Officer, 504 th MI Brigade
Address	208 Turtle Creek Drive Killeen, Texas 76542
Telephone Number	NA
Fax Number	NA
Email	joseph.mcneill@us.army.mil
Type service provided	Performed as the brigade personnel and administrative officer under COL McNeill during garrison command in Texas and during brigade deployment to Iraq

3.3.3 – Kia Graham

Name	Ron Compton, analyst
Address	Joint Intelligence Group Joint Task Force-Guantanamo Bay Cuba
Telephone Number	818-285-9383
Fax Number	NA
Email	[REDACTED]
Type service provided	Co-worker with Ron Compton in both Guantanamo Bay Cuba and Iraq. He was an analyst on the Gulf States regional team within the Interrogation Control Element (ICE), while I was on the North Africa/Europe regional team

Name	CW3 Richard Sundstrom, master analyst
Address	Company A 373 Military Intelligence Battalion Tumwater, Washington 98511
Telephone Number	360-269-4251
Fax Number	NA
Email	[REDACTED]
Type service provided	Mentor since I was a private; we both deployed to Korea in 2004 and to Guantanamo Bay

Name	SFC David Schoonmaker
Address	Company A 373 Military Intelligence Battalion Tumwater, Washington 98511
Telephone Number	360-786-0771
Fax Number	NA
Email	david.schoonmaker@usar.army.mil
Type service provided	I am assigned to Company A, 373 MI Battalion and SFC Schoonmaker is the company First Sergeant; he is the unit senior Non-Commissioned Officer and I support him as one of the company's Non-Commissioned Officers

3.3.4 – Kathleena Almquist

Name	MAJ Jon Clausen, Brigade S2 (Senior Intelligence Officer)
Address	4103 Cavalry Court Leavenworth, Kansas 66048
Telephone Number	913-240-9096
Fax Number	NA
Email	jon.clausen@us.army.mil
Type service provided	MAJ Clausen depended upon me for timely intelligence products, thorough analysis, and my ability to identify and fill information gaps before pushing products and information on to others. MAJ Clausen relied on my team to convey intelligence to him and the brigade command group while they were operating in and around Iraq

Name	MAJ Michael Edwards, Brigade S2X (Senior Counter-Intelligence Officer)
Address	8408 205th Street Court East Spanaway, Washington 98387
Telephone Number	202-286-7864
Fax Number	NA
Email	michael.g.edwards@us.army.mil
Type service provided	Major Edwards served as the Brigade S2X: the counterintelligence hub of the Stryker Brigade. He often utilized many of my intelligence products, requested analysis to corroborate HUMINT reporting, and observed my work ethic in a real world environment

Name	Sergeant Robert Flores, Brigade S2 Non-Commissioned Officer
Address	[REDACTED]
Telephone Number	224-944-9556
Fax Number	NA
Email	robert.h.flores@us.army.mil
Type service provided	As my direct supervisor during my deployment in support of Operation Iraqi Freedom 2006 - 2007, Sergeant Robert Flores observed my professional performance, attitude, and leadership abilities in an operational environment. SGT Flores relied on me to relay accurate, complete, and timely intelligence products to intelligence professionals and commanders at the brigade level; higher, adjacent, and subordinate commands

3.3.5 – Neoma Skye

Name	Colonel Gary Royster, US Army retired; Deputy Director of Intelligence, Joint Inter-Agency Task Force West
Address	J/IATF/Intelligence US PACOM Camp HM Smith, Hawaii 96861
Telephone Number	808-477-9861
Fax Number	NA
Email	gary.royster@us.army.mil
Type service provided	COL Royster was my senior supervisor while working in the USARPAC G-2 as the JTTF-P liaison and can attest to my diligence, analytical and briefing skills, and overall job performance

Name	Lieutenant Colonel Gary Smith, US Army retired; Intelligence Analyst, South Sound Regional Intelligence Group, Tacoma Police Department/Pierce County Sheriffs Department
Address	Tacoma Police Department 3701 South Pine Street Tacoma, Washington 98409
Telephone Number	253-594-7964
Fax Number	NA
Email	gary.smith@ci.tacoma.wa.us
Type service provided	LTC Smith was my immediate supervisor while working in the USARPAC G-2 as the JTTF-P liaison and can attest to my liaison, analytical and briefing skills, and overall job performance

Name	Vance Whippo; First Sergeant, 373 rd Military Intelligence Battalion
Address	7020 60 th Drive Northeast Marysville, Washington 98270
Telephone Number	206-786-5461
Fax Number	NA
Email	[REDACTED]
Type service provided	First Sergeant Whippo is my senior leader in my current US Army Reserve unit (373 rd MI BN, B Co.) and can attest to my leadership, training skills and general professionalism

3.3.6 – Bill Evans

Name	Brigadier General Leslie A. Purser, Commanding General Military Intelligence Readiness Command
Address	8831 John J Kingman Rd Fort Belvoir, Virginia 22060
Telephone Number	703-806-5043
Fax Number	NA
Email	leslie.purser@us.army.mil
Type service provided	I serve as a commander under Brigadier General Purser and am responsible for providing multi-discipline intelligence and counterintelligence support for contingency operations worldwide. Responsible for the management, training, and readiness of 290 authorized personnel and millions of dollars in organizational equipment

Name	Lieutenant Colonel Roger Fortier, US Army retired; former Chief G2 Plans, First Corps, Fort Lewis
Address	8703 109th ST CT SW Lakewood, Washington 98498
Telephone Number	253-686-1322
Fax Number	NA
Email	roger.fortier@us.army.mil
Type service provided	I supported LTC Fortier by directing the research, analysis, and production of information pertaining to terrorist activities, indications and warnings of regional conflicts, political instability and emerging military technologies throughout the Pacific-theater. Provided guidance and oversight in the production of daily intelligence read files and weekly update briefings for Senior Military Executives. Planned, prepared and supervised intelligence support to training exercises in Korea, Japan and Thailand. Formulated training strategies to test and integrate complex intelligence procedures

Name	Colonel Harvey Crockett, US Army retired; former G2, First Corps, Fort Lewis
Address	Elk Grove, California 95758
Telephone Number	916-600-9467
Fax Number	NA
Email	harvey.crockett@us.army.mil
Type service provided	I supported COL Crockett as the Senior Intelligence Research and Analysis Specialist for the Corps Intelligence Directorate during several multi-agency and multi-national intelligence operations in Korea and Japan. Led and trained functional teams in the analysis and correlation of single source information into a timely, synthesized intelligence product to support of senior military decision makers. Developed professional and personal relationships with foreign military officers to foster to enhance bi-lateral partnerships and increase security cooperation

3.4 – Related Information

3.4.1 – Prior contractual work with Washington State

Operational Applications Incorporated has successfully provided criminal intelligence analytical services from July 2006 to September 2008 under a WSP task order generated by RFQQ No. C060226PSC. Doug Larm performed as the intelligence analyst with the Seattle Police Department under provisions of this state contract. Additionally, Dennis Gerber, an independent contractor at the time, provided criminal intelligence analytical services under the same task order from 2005-2008 as a King County Regional Intelligence Group analyst.

3.5 – Waiver and Authorization to Release Information

Original signed copies of one Waiver and Authorization to Release Information form is submitted from each proposed team member. They are attached in Section 5 of this proposal.

QUOTATION

4.1 – Identification of Costs

Hourly rate for criminal intelligence analyst services:

Analyst	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10-9/30/11	10/1/11-9/30/12
Dennis Gerber	\$50	\$52	\$54	\$56
Sara Lacy	\$50	\$52	\$54	\$56
Neoma Skye	\$50	\$52	\$54	\$56
Kia Graham	\$48	\$50	\$52	\$54
Kathleena Almquist	\$48	\$50	\$52	\$54

Hourly rate for criminal intelligence analyst-lead service:

Lead Analyst	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10-9/30/11	10/1/11-9/30/12
Bill Evans	\$60	\$63	\$66	\$69

4.2 – Basis for Determining Rates

Operational Applications submits hourly rate quotations as including all costs associated with providing services, including team member salaries and benefits, industrial insurance and applicable federal, state and local taxes.

Out year hourly rate increases is based on Amendment 1 to RFQQ No. C090433PSC dated October 31, 2008. This amendment allows up to a 5% annual increase. Operational Applications proposes an under 5% average increase for each federal fiscal year starting October 1, 2009.

Operational Applications understands WSP will reimburse for a maximum one hundred seventy-three (173) hours per month for each team member providing services under contract resulting from this RFQQ. Further, Operational Applications acknowledges provisions for worksite, office supplies, personal computer and communications shall be provided to the team members and any such goods and/or services obtained, developed and/or provided shall remain the property of WSP.

Operational Applications understands when team member services are required by WSP at locations other than the worksite, WSP will reimburse 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) available at the Office of Financial Management's SAAM website: (www.ofm.wa.gov/policy/saamintro.htm).

Washington State Patrol RFQQ No.C090433PSC (Exhibit D)

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:

DENNIS E. GERBER			
Applicant Name (First, Middle, Last)			
N/A			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Address	City	State	Zip Code
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Social Security Number	Date of Birth		
[REDACTED]	[REDACTED]		
Applicant Signature	Date		
[Handwritten Signature]	11-12-2008		

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

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:

Sara Michelle Lacy			
Applicant Name (First, Middle, Last)			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[REDACTED]			
Address	City	State	Zip Code
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Social Security Number	7 June 76		
[REDACTED]	Date of Birth		
[Signature]		12 Nov 08	
Applicant Signature		Date	

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

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.

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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:

Kia Marie Graham			
Applicant Name (First, Middle, Last)			
Other names you have been know by, including prior marriage(s) or nickname(s)			
██████	██████	██████	██████
Address	City	State	Zip Code
██████	██████	██████	03 February 1983
Social Security Number	Date of Birth		
Kullielee			12 Nov 08
Applicant Signature			Date

Washington State Patrol RFQQ No. C090433PSC (Exhibit E)

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:

Kathleena Maria Almarist			
Applicant Name (First, Middle, Last)			
Kat			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[REDACTED]			
Address		City	State
[REDACTED]		[REDACTED]	[REDACTED]
Social Security Number		08 Dec 1984	
[REDACTED]		Date of Birth	
Kathleena Almarist		12 Nov 2008	
Applicant Signature		Date	

Washington State Patrol RFQQ No.C090433PSC (Exhibit E)

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:

NEDMA TRIGANE SKYE Applicant Name (First, Middle, Last)			
NEDMA NAAKTBERSEN, NEDMA RILEY, NEDMA RHOTON (MADSEN) Other names you have been know by, including prior marriage(s) or nickname(s)			
Address	City	State	Zip Code
Social Security Number	9-20-72		
Date of Birth			
[Signature] Applicant Signature		11 NOV 08	
Date			

Washington State Patrol RFQQ No. C090433PSC (Exhibit E)

Department of Defense

Human Intelligence Training Joint Center Of Excellence (HT-JCOE)



This is to attest that

SSG Kia Graham

has been fully certified as a

Department of Defense Interrogator

By the Department of Defense

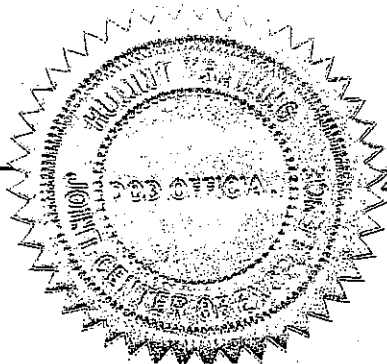
This certification is based upon the successful completion of

Joint Interrogation Certification Course 08-505

23 Jul 2008 – 6 October 2008

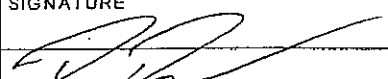
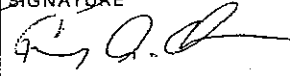
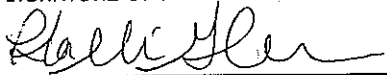
Handwritten signature of SFC Gregory A. Orr.

SFC Gregory A. Orr
Course Director



Handwritten signature of MAJ Mark A. Lessman.

MAJ Mark A. Lessman
Commander

SERVICE SCHOOL ACADEMIC EVALUATION REPORT				DATE (YYYYMMDD)	
For use of this form, see AR 623-3; the proponent agency is DCS, G-1.				20081001	
1. LAST NAME - FIRST NAME - MIDDLE INITIAL GRAHAM, KIA M.		2. SSN [REDACTED]	3. GRADE SSG	4. BR	5. SPECIALTY/MOSC 35L
6. COURSE TITLE Joint Interrogation Certification Course 241-F4 (CT) 08-505		7. NAME OF SCHOOL HT-JCOE, Fort Huachuca, AZ, 85613			8. COMP USAR
9. THIS IS A REFERRED REPORT, DO YOU WISH TO MAKE COMMENTS? <input type="checkbox"/> YES <input type="checkbox"/> NO		10. DURATION OF COURSE (YYYYMMDD) From: 20080723 Thru: 20081006			
11. PERFORMANCE SUMMARY *a. <input checked="" type="checkbox"/> EXCEEDED COURSE STANDARDS (Limited to 20% of class enrollment) b. <input type="checkbox"/> ACHIEVED COURSE STANDARDS *c. <input type="checkbox"/> MARGINALLY ACHIEVED COURSE STANDARDS *d. <input type="checkbox"/> FAILED TO ACHIEVE COURSE STANDARDS *Rating must be supported by comments in ITEM 14.		12. DEMONSTRATED ABILITIES a. WRITTEN COMMUNICATION <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR b. ORAL COMMUNICATION <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR c. LEADERSHIP SKILLS <input checked="" type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR d. CONTRIBUTION TO GROUP WORK <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR e. EVALUATION OF STUDENT'S RESEARCH ABILITY <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input checked="" type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR (SUPERIOR/UNSAT rating must be supported by comments in ITEM 14)			
13. HAS THE STUDENT DEMONSTRATED THE ACADEMIC POTENTIAL FOR SELECTION TO HIGHER LEVEL SCHOOLING/TRAINING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A (A "NO" response must be supported by comments in ITEM 14)					
14. COMMENTS (This item is intended to obtain a word picture of each student that will accurately and completely portray academic performance, intellectual qualities, and communication skills and abilities. The narrative should also discuss broader aspects of the student's potential, leadership capabilities, moral and overall professional qualities. In particular, comments should be made if the student failed to respond to recommendations for improving academic or personal affairs.) The Joint Interrogation Certification Course (JICC) is a 10 week course that consists of four weeks of classroom instruction focusing on common core curriculum and critical skill tasks. Six weeks of the course are dedicated to practical exercises that culminate in an Interrogation Practical Test. The curriculum focuses on the basic qualification skills to conduct Intelligence Interrogation Collection operations, screening human intelligence sources and documents to establish priorities for exploitation, and preparing appropriate intelligence and administrative reports. The primary focus of the course is the application of proper interrogation techniques to extract the largest amount of intelligence information from a human source in the least amount of time. The function of the course is to train interrogators in the skills necessary for combating the threat associated with the global war on terrorism. 12a. SSG Graham passed eight out of twelve Intelligence Information Report practical exercises. An average student passes three out of twelve Intelligence Information Report practical exercises. 12b. SSG Graham's ability to communicate emotions and logical arguments was clearly demonstrated by passing eleven of the twelve approaches practical exercises and nine of the twelve termination practical exercises. An average student passes the approach phase on four out of twelve practical exercises. An average student passes the termination phase on eight out of twelve practical exercises. 12d. SSG Graham actively contributed to the group briefing project by not only recording intelligence gathered during interrogation practical exercises and daily INTSUM data, but by tasking individuals and organizing the final briefing. She went out her way to assist fellow classmates by showing them how to use the Analyst's Notebook software. SSG Graham actively contributed to the positive atmosphere of the small group. 12e. SSG Graham used available resources to identify control questions from analytical products for use in interrogation practical exercises. SSG Graham is a certified DOD Interrogator and therefore is trained and certified to employ the Restricted Interrogation Technique - Separation IAW Appendix M, FM 2-22.					
15. AUTHENTICATION					
a. TYPED NAME, GRADE, BRANCH, AND TITLE OF RATER DANIEL R. DENNIS, CIV SMALL GROUP CONFERENCE LEADER, JICC		DATE (YYYYMMDD) 20081001	SIGNATURE 		
b. TYPED NAME, GRADE, BRANCH, AND TITLE OF REVIEWING OFFICER GREGORY A. ORR, SFC, USA NCOIC, INTERROGATION BRANCH, HT-JCOE		DATE (YYYYMMDD) 20081001	SIGNATURE 		
c. DATE (YYYYMMDD) 20081001		SIGNATURE OF RATED SOLDIER 			

613-24-0125



**United States
Joint Forces Command**
Joint Transformation Command- Intelligence



This is to certify that

Kia Graham

has successfully completed

Analyst's Notebook

20 October 2006

DATE



U S J F C O M
JOINT FORCES
INTELLIGENCE SCHOOL

A handwritten signature in black ink, appearing to read "Howard Hart".

Howard Hart
Commander, U.S. Navy
Chief, USJFCOM JFIS

Joint Military Intelligence Training Center



Certificate of Training

This is to certify that

Kia Graham

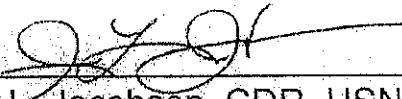
has successfully completed the

Mobile Asymmetric Warfare Intelligence Analysis Course

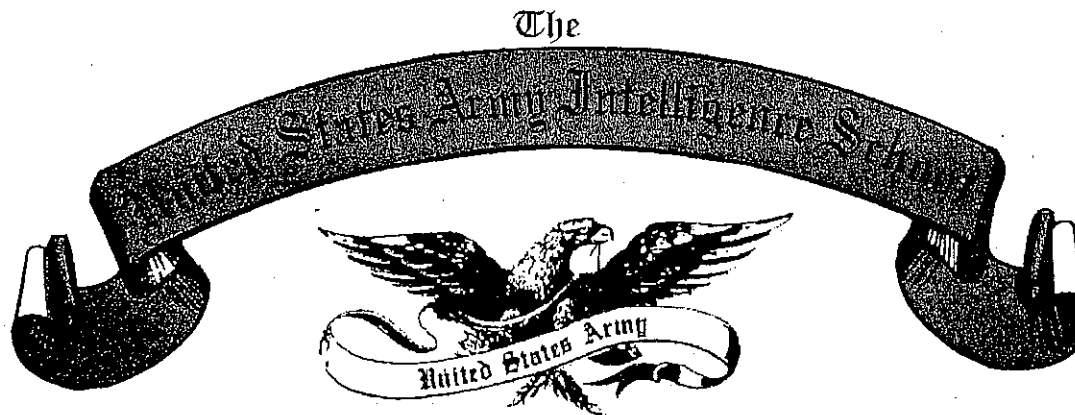
during the period

6 – 9 November 2006





Jerry L. Jacobson, CDR, USN
Director
Joint Military Intelligence Training Center



Be it known that To all who shall see these presents greeting
SGT Kia Graham 613-24-0125 having successfully fulfilled
the requirements of instruction prescribed for the
Counterintelligence Agent Course (301-35L20)
21 April – 02 July 2008
is hereby declared a

∞ Graduate ∞

In testimony Whereof, and by authority vested in us,
We do confer upon the individual this

∞ Diploma ∞

Given at Fort Huachuca, Arizona this 2nd day of July 2008


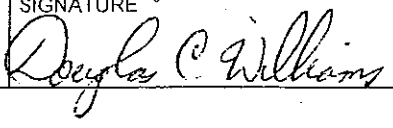
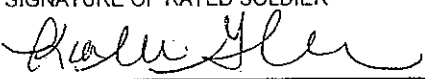


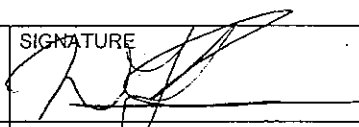
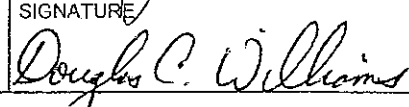
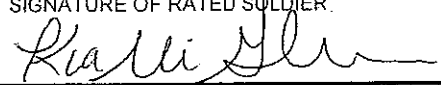
Joseph B. Briley

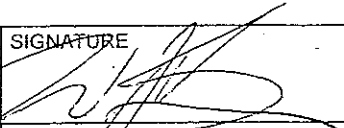
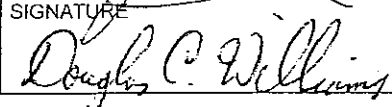

Joseph B. Briley
COL, MA
Chief of Staff

John M. Custer

John M. Custer
MG, Commanding

SERVICE SCHOOL ACADEMIC EVALUATION REPORT For use of this form, see AR 623-3; the proponent agency is DCS, G-1.			DATE (YYYYMMDD) 20080527		
1. LAST NAME - FIRST NAME - MIDDLE INITIAL Graham, Kia M		2. SSN [REDACTED]	3. GRADE E-6	4. BR	5. SPECIALTY/MOSC 96B30
6. COURSE TITLE Counterintelligence Agent Course, 301-35L20 2008-001		7. NAME OF SCHOOL 5/104, 1st Bde (MI), 80th Tng Cmd (TASS)		8. COMP USAR	
9. THIS IS A REFERRED REPORT, DO YOU WISH TO MAKE COMMENTS? <input type="checkbox"/> YES <input type="checkbox"/> NO		10. DURATION OF COURSE (YYYYMMDD) From: 20080504 Thru: 20080524			
11. PERFORMANCE SUMMARY *a. <input type="checkbox"/> EXCEEDED COURSE STANDARDS (Limited to 20% of class enrollment) b. <input checked="" type="checkbox"/> ACHIEVED COURSE STANDARDS *c. <input type="checkbox"/> MARGINALLY ACHIEVED COURSE STANDARDS *d. <input type="checkbox"/> FAILED TO ACHIEVE COURSE STANDARDS *Rating must be supported by comments in ITEM 14.		12. DEMONSTRATED ABILITIES a. WRITTEN COMMUNICATION <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR b. ORAL COMMUNICATION <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR c. LEADERSHIP SKILLS <input checked="" type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR d. CONTRIBUTION TO GROUP WORK <input checked="" type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR e. EVALUATION OF STUDENT'S RESEARCH ABILITY <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR (SUPERIOR/UNSAT rating must be supported by comments in ITEM 14)			
13. HAS THE STUDENT DEMONSTRATED THE ACADEMIC POTENTIAL FOR SELECTION TO HIGHER LEVEL SCHOOLING/TRAINING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A (A "NO" response must be supported by comments in ITEM 14)					
14. COMMENTS (This item is intended to obtain a word picture of each student that will accurately and completely portray academic performance, intellectual qualities, and communication skills and abilities. The narrative should also discuss broader aspects of the student's potential, leadership capabilities, moral and overall professional qualities. In particular, comments should be made if the student failed to respond to recommendations for improving academic or personal affairs.) SSG Graham has successfully completed Phase 2 of 4 of the 35L20 Course at the TASS Training Center (TTC), Conducted by the 5/104th MI BN at Ft. Devens, MA. SSG Graham successfully completed course work in Rights Advismnt, SAEDA Walk-In, and Source Advismnt. SSG Graham had an overall Grade Point Average of 97.70% for Phase 2. Item 12a,b,e: SSG Graham received superior ratings for written and oral communication as well as his research ability for maintaining above a 90% average on all exams during Phase 2 of the 35L20 Course.					
Soldiers Data: Height/Weight: 57/168 : Within Army Standards, 20080421 Commander U.S. Army Human Resources Command ATTN: DARP-PRE-E 1 Reserve Way St. Louis, MO 63132-5200					
15. AUTHENTICATION					
a. TYPED NAME, GRADE, BRANCH, AND TITLE OF RATER William Kyler, E6, TTC 35L20 NCOIC		DATE (YYYYMMDD) 20080527	SIGNATURE 		
b. TYPED NAME, GRADE, BRANCH, AND TITLE OF REVIEWING OFFICER Douglas C. Williams, 03, MI, 35L20 Course Manager		DATE (YYYYMMDD) 20080527	SIGNATURE 		
c. DATE (YYYYMMDD) 20080527		SIGNATURE OF RATED SOLDIER 			

SERVICE SCHOOL ACADEMIC EVALUATION REPORT For use of this form, see AR 623-3; the proponent agency is DCS, G-1.				DATE (YYYYMMDD) 20080506	
1. LAST NAME - FIRST NAME - MIDDLE INITIAL Graham, Kia M		2. SSN [REDACTED]	3. GRADE E-6	4. BR	5. SPECIALTY/MOSC 96B30
6. COURSE TITLE Counterintelligence Agent Course, 301-35L20 2008-001		7. NAME OF SCHOOL 5/104, 1st Bde (MI), 80th Tng Cmd (TASS)			8. COMP USAR
9. THIS IS A REFERRED REPORT, DO YOU WISH TO MAKE COMMENTS? <input type="checkbox"/> YES <input type="checkbox"/> NO		10. DURATION OF COURSE (YYYYMMDD) From: 20080421 Thru: 20080503			
11. PERFORMANCE SUMMARY *a. <input type="checkbox"/> EXCEEDED COURSE STANDARDS (Limited to 20% of class enrollment) b. <input checked="" type="checkbox"/> ACHIEVED COURSE STANDARDS *c. <input type="checkbox"/> MARGINALLY ACHIEVED COURSE STANDARDS *d. <input type="checkbox"/> FAILED TO ACHIEVE COURSE STANDARDS *Rating must be supported by comments in ITEM 14.		12. DEMONSTRATED ABILITIES a. WRITTEN COMMUNICATION <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input checked="" type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR b. ORAL COMMUNICATION <input checked="" type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR c. LEADERSHIP SKILLS <input checked="" type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR d. CONTRIBUTION TO GROUP WORK <input checked="" type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR e. EVALUATION OF STUDENT'S RESEARCH ABILITY <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input checked="" type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR (SUPERIOR/UNSAT rating must be supported by comments in ITEM 14)			
13. HAS THE STUDENT DEMONSTRATED THE ACADEMIC POTENTIAL FOR SELECTION TO HIGHER LEVEL SCHOOLING/TRAINING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A (A "NO" response must be supported by comments in ITEM 14)					
14. COMMENTS (This item is intended to obtain a word picture of each student that will accurately and completely portray academic performance, intellectual qualities, and communication skills and abilities. The narrative should also discuss broader aspects of the student's potential, leadership capabilities, moral and overall professional qualities. In particular, comments should be made if the student failed to respond to recommendations for improving academic or personal affairs.) SSG Graham has successfully completed Phase 1 of 4 of the 35L20 Course at the TASS Training Center (TTC), Conducted by the 5/104th MI BN at Ft. Devens, MA. SSG Graham successfully completed course work in Open Source, Security Programs, Counterintelligence Jurisdiction, Acquisition and Processing of Evidence, and Counterintelligence Investigations. SSG Graham had an overall Grade Point Average of 92.11% for phase 1. SSG Graham maintained a level of excellence by consistently achieving exam scores at or near the top of her class.					
Soldiers Data: Height/Weight: 57/168 : Within Army Standards, 20080421 Commander U.S. Army Human Resources Command ATTN: DARP-PRE-E I Reserve Way St. Louis, MO 63132-5200					
15. AUTHENTICATION					
a. TYPED NAME, GRADE, BRANCH, AND TITLE OF RATER Williams J Kyler, E6, TTC 35L20 NCOIC		DATE (YYYYMMDD) 20080506	SIGNATURE 		
b. TYPED NAME, GRADE, BRANCH, AND TITLE OF REVIEWING OFFICER Douglas C. Williams, 03, MI, 35L20 Course Manager		DATE (YYYYMMDD) 20080506	SIGNATURE 		
c. DATE (YYYYMMDD) 20080507		SIGNATURE OF RATED SOLDIER 			

SERVICE SCHOOL ACADEMIC EVALUATION REPORT For use of this form, see AR 623-3; the proponent agency is DCS, G-1.				DATE (YYYYMMDD) 20080630	
1. LAST NAME - FIRST NAME - MIDDLE INITIAL Graham, Kia M		2. SSN [REDACTED]	3. GRADE E-6	4. BR	5. SPECIALTY/MOSC 96B30
6. COURSE TITLE Counterintelligence Agent Course, 301-35L20 2008-001		7. NAME OF SCHOOL 5/104, 1st Bde (MI), 80th Tng Cmd (TASS)		8. COMP USAR	
9. THIS IS A REFERRED REPORT, DO YOU WISH TO MAKE COMMENTS? <input type="checkbox"/> YES <input type="checkbox"/> NO		10. DURATION OF COURSE (YYYYMMDD) From: 20080610 Thru: 20080702			
11. PERFORMANCE SUMMARY *a. <input checked="" type="checkbox"/> EXCEEDED COURSE STANDARDS (Limited to 20% of class enrollment) b. <input type="checkbox"/> ACHIEVED COURSE STANDARDS *c. <input type="checkbox"/> MARGINALLY ACHIEVED COURSE STANDARDS *d. <input type="checkbox"/> FAILED TO ACHIEVE COURSE STANDARDS <i>*Rating must be supported by comments in ITEM 14.</i>		12. DEMONSTRATED ABILITIES a. WRITTEN COMMUNICATION <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR b. ORAL COMMUNICATION <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR c. LEADERSHIP SKILLS <input checked="" type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input type="checkbox"/> SUPERIOR d. CONTRIBUTION TO GROUP WORK <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR e. EVALUATION OF STUDENT'S RESEARCH ABILITY <input type="checkbox"/> NOT EVALUATED <input type="checkbox"/> UNSAT <input type="checkbox"/> SAT <input checked="" type="checkbox"/> SUPERIOR (SUPERIOR/UNSAT rating must be supported by comments in ITEM 14)			
13. HAS THE STUDENT DEMONSTRATED THE ACADEMIC POTENTIAL FOR SELECTION TO HIGHER LEVEL SCHOOLING/TRAINING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A (A "NO" response must be supported by comments in ITEM 14)					
14. COMMENTS (This item is intended to obtain a word picture of each student that will accurately and completely portray academic performance, intellectual qualities, and communication skills and abilities. The narrative should also discuss broader aspects of the student's potential, leadership capabilities, moral and overall professional qualities. In particular, comments should be made if the student failed to respond to recommendations for improving academic or personal affairs.) SSG Graham has successfully completed Phase 4 of 4 of the 35L20 Course at the TASS Training Center (TTC), Conducted by the 5/104th MI BN at Ft. Devens, MA. SSG Graham successfully completed course work in eliciting information, lead development, report writing, recruitment, conducting liaison. SSG Graham achieved an overall Grade Point Average of 97.87% for Phase 4. SSG Graham achieved an overall Grade Point Average of 96.50% for Phase 1 though Phase 4 of the 35L20 Course. SSG Graham maintained the highest overall performance in the class during all phases. SSG Graham completed the course of instruction in an outstanding manner and is strongly recommended for further military schooling within the 35L MOS. Item 12a, 12b: SSG Graham received a superior rating for Oral and Written Communication for demonstrating her technical and tactical ability during source operations and subsequent reports. Item 12d, 12e: SSG Graham received a superior rating for Contribution to Group Work and his Research Ability for her excellent application of subject matter. Soldiers Data: Height/Weight: 57/168 : Within Army Standards, 20080421 Commander U.S. Army Human Resources Command ATTN: DARP-PRE-E 1 Reserve Way St. Louis, MO 63132-5200					
15. AUTHENTICATION					
a. TYPED NAME, GRADE, BRANCH, AND TITLE OF RATER William Kyler, E6, TTC 35L20 NCOIC		DATE (YYYYMMDD) 20080630	SIGNATURE 		
b. TYPED NAME, GRADE, BRANCH, AND TITLE OF REVIEWING OFFICER Douglas C. Williams, 03, MI, 35L20 Course Manager		DATE (YYYYMMDD) 20080630	SIGNATURE 		
c. DATE (YYYYMMDD) 20080701		SIGNATURE OF RATED SOLDIER 			



WSP Contract No.

Program Information:

Category

Program:

Amendment No.

Program Contact:

Title

Captain

Other Party

Other No.

Processing Status:

Start Date End Date

Amount User ID

Contract Status

Amendment	<input type="text" value="1"/>
Amd Amount	<input type="text" value="(\$75,000)"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="1/21/2009"/>
BFS Review	<input type="text" value="1/28/2009"/>
Chief's Office	<input type="text" value="1/29/2009"/>
Transmittal Letter	<input type="text" value="2/3/2009"/>
Mailed to Other Part	<input type="text" value="1/21/2009"/>
Received Back	<input type="text" value="1/28/2009"/>
Distributed	<input type="text" value="2/3/2009"/>

Contract Notes:

Amendment	<input type="text"/>
Amd Amount	<input type="text" value="\$402,000"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="1/16/2009"/>
BFS Review	<input type="text" value="1/28/2009"/>
Chief's Office	<input type="text" value="1/29/2009"/>
Transmittal Letter	<input type="text" value="2/3/2009"/>
Mailed to Other Part	<input type="text" value="1/21/2009"/>
Received Back	<input type="text" value="1/28/2009"/>
Distributed	<input type="text" value="2/3/2009"/>

Chad Melton

WA 18

1/26/09 - 9/30/09

$$\$50^{00} \times 40 (26\% - 30\%) \times 1.05 = \$2,100 \text{ Jan}$$

$$\$50^{00} \times 173 \times 8 \times 1.05 =$$

\$72,660

\$74,760

75,000

10/1/09 - 9/30/10

$$\$50^{00} \times 173 \times 12 \times 1.05 = \$108,990$$

109,000

10/1/10 - 9/30/11

$$\$50^{00} \times 173 \times 12 \times 1.05 = \$108,990$$

109,000

10/1/11 - 9/30/12

$$\$50^{00} \times 173 \times 12 \times 1.05 = \$108,990$$

109,000

\$401,730⁰⁰

\$402,000

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	Chad Melton
WSP Project Manager	Lieutenant Randy Drake
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	CO90623 PSC
BFS Contracts Specialist	Cindy Haider

A. PRE-CONTRACT PLANNING

1. Description of Services:

Criminal Intelligence Analyst - WASAC

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	001-01*-00271 WASAC
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	WSP & WASPC not available
• Agency resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Other public (governmental) resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
• If former, provide last date of employment.	N/A
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

Personal Service Contract Risk Assessment
Page 2 of 4

If the contract is federally funded, is the Contractor a subrecipient or vendor?	NO
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?
 Competitive Sole Source

2. If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

In contract file.

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.
N/A

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

WEBS - Washington Electronic Business Solutions

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No N/A

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.

If factor is not applicable, risk point = 0. Unknown, risk point = 5.

1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

Personal Service Contract Risk Assessment
Page 3 of 4

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	3
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3)) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	3
Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	1

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	4
Experience and past performance	1
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	-
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	-
Organizational changes (is organization stable or does it have frequent turnover?)	-
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	1
Legal actions (has there been any for the last 12 months? - if so, what?)	1
Background of individuals (do you have resumes?)	1

3. Total Risk Points

27

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

1. Were contract and contractor risks assessed prior to entering into a contract?
 Yes No

2. Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment
Page 4 of 4

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?
 Yes No
4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	Yes
Review of entity invoices and other documentation	Yes
Conduct onsite reviews or other observations (meetings, etc.)	—
Maintain other periodic contact with contractor (telephone, email, etc.)	Yes
Other: Attends meetings with WASPC	

E. AUDITS (for subrecipients of federal funds)

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	N/A
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	N/A
Was a risk assessment completed to determine whether an audit was needed?	N/A
Is corrective action necessary? Were questioned costs resolved?	N/A
Are audit findings, if any, resolved?	N/A

F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes:

EPLS

Excluded Parties List System



Search - Current Exclusions

-
- > Advanced Search
 - > Multiple Names
 - > Exact Name and SSN/TIN
 - > MyEPLS
 - > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Partial Name : Melton, or Chad
 Exact Name : Melton, Chad R.
 As of 04-Mar-2009 2:54 PM EST
 Save to MyEPLS

Your search returned no results.

It is further recommended that you perform a **Partial Name** search on any word of the name to further confirm the eligibility status of the party. An additional **Partial Name** search might be necessary because an **Exact Name** match will not be found if the spelling or format of the name you are searching for is different than the name of the exclusion in EPLS.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
- > Advanced Reports
 - > Recent Updates
 - > Dashboard

Archive Search - Past Exclusions

-
- > Advanced Archive Search
 - > Multiple Names
 - > Recent Updates

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
 1-866-472-3757

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, January 26, 2009 10:12 AM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 1/22/2009.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 39095-00

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C090623PSC
Filed Date: 1/22/2009
Start Date: 1/26/2009
Filed By: Cindy Haider

Contract Value: \$402,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, January 22, 2009 10:18 AM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 1/22/2009 10:18:00 AM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 65150

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C090623PSC
Filed Date: 1/22/2009 10:18:00 AM
Start Date: 1/26/2009 Filed By: Cindy Haider

Contract Value: \$402,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 65150

Agency Contract Number: C090623PSC

Filed By: Cindy Haider

OFM Decision Date:

Contractor Information

Legal Name Melton, Chad R.

DBA

UBI 602558289

Address [REDACTED]

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$402,000			\$402,000
Contract Total				\$402,000

Contract Dates

Filed Date	Start Date	End Date
01/22/2009	01/26/2009	09/30/2012

Contacts

Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	In Process
Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

The Washington Joint Analytical Center (WAJAC) is housed at the Seattle Field Office of the Federal Bureau of Investigations (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 includes the FBI; US Immigration and Customs Enforcement; the Washington National Guard; the Washington State Patrol; and several local law enforcement agencies. The Contractor's criminal analyst services are critical to the efforts of WAJAC in an effort to prevent terrorism.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's office. This contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. WSP is contractually obligated to the federal government to provide these services. These services are critical to WSP to fulfill their mission of "enhancing the safety and security of our state" which includes sharing information with other local, state and federal law enforcement organizations. In light of the Personal Service contract freeze, this contract is approved by Deputy Chief Paul S. Beckley.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Competitive Solicitation Process

GA WEBS and Related Competitive Information

Posted to GA WEBS on 10/23/2008. Posted on Internet. 6 firms were notified directly.

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The Contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of panel members from the WAJAC as well as a written assignment.

Names of Firms Responding With Proposals.

Network Transport Engineering Nighthawk Analytical Dan K. Melton Michael R. Chamness Chad R. Melton KSNK Enterprise Kristof Analysis & Investigation Services Intelligence Acumen Operational Applications Inc.

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence

Unit and Washington Joint Analytical Center to score vendor education, training and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. The highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating in the regional intelligence centers and the WAJAC where the proposed consultant team member would work. The final selection was based on the outcome of these interviews and written assignment.

Reasonableness of Cost

How was it determined that costs are fair and reasonable, or within the competitive range?

The hourly rate is comparable to other contractors submitting proposals for these services. WSP considers this to be a convenience contract where the contractor provides services on an as-needed basis and the dollar value referenced is a maximum amount available.

Attachments

CMelton090623.doc - 154112kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

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Access Washington

Voter registration assistance (Secretary of State)

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C090623PSC (1)		Other Contract Number		A/R Number	
Contract Start Date JANUARY 26, 2009		Contract End Date SEPTEMBER 30, 2009		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Chad Melton					
Contractor Contact Address [REDACTED]					
Contractor Contact Name Chad Melton		Contractor Contact Phone 206-661-7851		Contractor EIN/SSN [REDACTED]	
Contractor E-Mail Address [REDACTED]		Contractor Contact Fax		BFS Accountant Name TANYA PIERCE	
WSP Project Manager LT RANDY DRAKE		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name SUE ASCHENBRENNER	
Remarks: TASK ORDER NO. 1. PERIOD OF PERFORMANCE AND AMOUNT IS FOR THIS TASK ORDER ONLY. REIMBURSES CONTRACTOR AT HOURLY RATE OF \$50.00 (SFY09).					

Contract Amount		Position	Signature and Date			
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 1/23			
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i>			
Revised Total Amount	\$75,000	Budget Manager	<i>[Signature]</i> 1/23/09 Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 1/26/09			

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ8	001	01*	00271	WAJ8	CE					100%

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
Travel Authorized: Yes No Voluntary O/T: Yes No
Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: Captain Braniff

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090623PSC**
Task Order Number: **1**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: Start Date: January 26, 2009 End Date: September 30, 2009

Description of Service: The Contractor shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for travel costs approved in advance by WSP according to the terms of WSP Contract No. C090623PSC.

Maximum Task Order Amount: \$75,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Chad Melton, (206) 661-7851

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

Paul S. Beckley 1-30-09
John R. Batiste, Chief Date

Chad Melton 1/25/09
Signature Date

CHAD MELTON
Printed Name

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 1/21/09
 LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C090623PSC		Other Contract Number		A/R Number	
Contract Start Date January 26, 2009		Contract End Date September 30, 2012		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Chad Melton					
Contractor Contact Address [REDACTED]					
Contractor Contact Name Mr. Chad Melton		Contractor Contact Phone 206-661-7851		Contractor EIN/SSN [REDACTED]	
Contractor E-Mail Address [REDACTED]		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager Lt. Randy Drake		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Sue Aschenbrenner	

Remarks: Requires separate task orders – do not encumber.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 1/23/09
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$402,000	Budget Manager	<i>[Signature]</i> 1/23/09 Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 1/26/09

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ8	001	01*	00271	WAJ8	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue	<input type="checkbox"/> Interagency Reimbursement
	<input type="checkbox"/> Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: Captain Braniff
 300-365-522 (R 6/03)

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C090623PSC	
		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 Chad R. Melton		Contractor Doing Business As (DBA)	
Contractor Address [REDACTED]		Contractor Federal Employer Identification Number [REDACTED]	
Contact Name Mr. Chad Melton		Contact Telephone 206-661-7851	
Contact Fax 206-262-2014		Contact E-mail Address [REDACTED]	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date January 26, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$402,000	
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 <i>Paul S. Beckley</i>	Date 1-30-09	Contractor Signature <i>Chad Melton</i>	Date 1/25/09
Printed Name and Title John R. Batiste, Chief		Printed Name and Title CHAD MELTON, CRIMINAL INTELLIGENCE ANALYST	

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 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.

<u>Contractor Employee</u>	<u>Location of Work</u>
Chad Melton	WAJAC

- 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 maintain 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 42.17 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.

5. **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 – 9/30/09</u>	<u>10/1/09 – 9/30/10</u>	<u>10/1/10 – 9/30/11</u>	<u>10/1/11 – 9/30/12</u>
Chad Melton	\$50.00	\$50.00	\$50.00	\$50.00

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>

6. Insurance Requirements.

- a. 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.
- b. 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.

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 judgement 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 C090623PSC or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

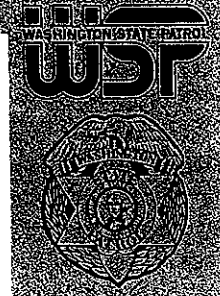
CHAD MELTON, CRIMINAL INTELLIGENCE ANALYST
Printed Name and Title

1/25/09

Date

INTER-OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C090623PSC and Task Order No. 1
DATE: February 3, 2009

Attached is a fully executed copy of the above-listed contract and task order between the Washington State Patrol and Mr. Chad Melton. Funding for this contract will be encumbered under separate task orders.

Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.

The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above; please use this number on all correspondence and payment documents associated with this contract. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at Micro 12, ext. 11071.

copy for
JRH:clh
Attachment

cc: Ms. Sue Aschenbrenner, Budget Section
Captain Tim Braniff, Investigative Assistance Division
Ms. Tanya Pierce, Accounts Payable Section



MAILED
2/3/09

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

February 3, 2009

Mr. Chad R. Melton


Subject: WSP Agreement No. C090623PSC and Task Order No. 1

Enclosed with this letter are two fully executed originals of the referenced agreement and task order between you and the Washington State Patrol. Please keep these originals for your records.

The Washington State Patrol contract tracking number are the agreement numbers referenced above; please use these numbers on all correspondence regarding these agreements. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L. Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:ch
Enclosure

MAILED
2/3/09





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. CO90623 PSC Period of Performance: 1/26/09 - 9/30/09

Contract Title: Criminal Intelligence Analyst Services - WAJAC

Other Party: Chad Melton

Amount: \$402,000

- Payable
- Receivable
- Other: _____

Scope of Work: Base agreement and task order.

Comments:

Grants and Contract Manager: JRH 1/29

BFS Administrator: [Signature] 1/29/09 - OK

Management Services Bureau Director: [Signature] 1/29

Chief/Deputy Chief [Signature] 1-30-09

Haider, Cindy (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, December 23, 2008 8:39 AM
To: Haider, Cindy (WSP)
Subject: FW: WAJAC - Analysts

Cindy, for your files.....

From: Beckley, Paul (WSP)
Sent: Monday, December 22, 2008 4:35 PM
To: Lamoreaux, Marc (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Approved

Paul Beckley
Deputy Chief
Washington State Patrol
Service With Humility
360-596-4103

From: Lamoreaux, Marc (WSP)
Sent: Monday, December 22, 2008 4:28 PM
To: Beckley, Paul (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: FW: WAJAC - Analysts

Deputy Chief Beckley,

Since these are personal service contracts, not a request to hire FTEs the request needs to go through BFS to solicit an exemption from OFM. To process this request from Captain Braniff, BFS needs your approval (As the Acting Chief) to "approve the requested exemption and provide purchase approval."

If you approve, Mr. Maki's shop will handle.

Thanks/Marc

Captain Marc Lamoreaux
Human Resource Division
(360) 704-2324
Marc.lamoreaux@wsp.wa.gov

From: Hattell, Curt (WSP)
Sent: Monday, December 22, 2008 4:11 PM
To: Lamoreaux, Marc (WSP)
Subject: Fw: WAJAC - Analysts

Marc, please advise on next steps.

Captain Curt Hattell
Office of Professional Standards
(360) 704-2333

Note: To ensure compliance with all administrative requirements and retention guidelines, please delete any e-mails regarding OPS cases after your review. When responding to any e-mails regarding OPS cases please delete the sent e-mail immediately.

From: Beckley, Paul (WSP)
To: Hattell, Curt (WSP)
Sent: Mon Dec 22 16:09:34 2008
Subject: RE: WAJAC - Analysts

They need to be run through HRD in the proper format for submission to DOP.

Paul Beckley
Deputy Chief
Washington State Patrol
Service With Humility
360-596-4103

From: Hattell, Curt (WSP)
Sent: Monday, December 22, 2008 2:23 PM
To: Beckley, Paul (WSP)
Subject: FW: WAJAC - Analysts

Chief, I am walking into this movie when it is almost over. This looks like something that should have your approval. Please let me know if this is something I can do or if it needs your blessing. Thanks, Curt

From: Drake, Randy (WSP)
Sent: Monday, December 22, 2008 2:17 PM
To: Braniff, Tim (WSP); Hattell, Curt (WSP)
Cc: Gurley, Traci (WSP)
Subject: Re: WAJAC - Analysts

Cpt,

AC approved it; however, we have all erased the email and Cindy Haider needs a copy in the file.
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

From: Braniff, Tim (WSP)
To: Hattell, Curt (WSP)
Cc: Drake, Randy (WSP)
Sent: Mon Dec 22 13:43:22 2008
Subject: FW: WAJAC - Analysts

Acting Assistant Chief Hattell – We are unsure if this got forwarded to AC Ursino last week for approval, and with

1/14/2009

Gerit out today I am hoping you can check or give your approval. Acting Captain Drake needs to get this process moving and we just need the AC's approval forwarded to Jeff Hugdahl and Bob Maki to make it happen. These are grant funded contract analysts who will work at the WAJAC. If you need any more info, just give me or Randy a call.

Thanks, Traci

From: Maki, Bob (WSP)
Sent: Friday, December 19, 2008 8:40 AM
To: Drake, Randy (WSP); Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Randy: The Chief doesn't necessarily need to see the contracts. He just needs to approve the exemption of them from the spending freeze and provide purchase approval..

You can forward this to him and ask that he review/approve and forward to me/Jeff Hugdahl. We'll take it from there.

Thx, Bob

From: Drake, Randy (WSP)
Sent: Thursday, December 18, 2008 6:27 PM
To: Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: RE: WAJAC - Analysts

Jeff and/or Bob,

Captain Braniff is on vacation for the remainder of the year. I have provided answers to the questions as per Cindy Haider's email found below. I do not have a copy of the contracts. Cindy, do you know if AC Ursino has received these contracts?

1. Purpose

The Washington State Fusion Center (WSFC) is in the process of hiring a total of six intelligence analysts (1 Lead Analyst and 5 Intelligence Analysts). The Lead Analyst position has already been approved. These are contractor positions. Background investigations will be required due to the nature and sensitivity of information available to analysts.

2. Fund Source and Amount

Contractors will be paid with funds from the Department of Homeland Security's State Homeland Security Grant. One million dollars has been allotted to fund these positions.

3. Does the purchase....

- Prevent material loss or damage to property, bodily injury, or loss of life?

The project provides a critical component (intelligence analysts) to Washington State's Statewide Integrated Intelligence System Plan (SWIIS). The spirit and intent of the SWIIS is to protect the citizens of Washington State by providing an intelligence capability focused on terrorism prevention.

- Stem from court orders or are required under the law?

No.

- Secure the receipt of federal or other funds as required by a grant?

Federal funds are available to fund the hiring of these contractors. An investment justification submitted to the Department of Homeland Security specifies that these funds will be used to fund intelligence analysts.

- Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?

The WSFC enhancement project is dependent upon the acquisition of intelligence analysts and continuation of the contracting process including background investigations on successful proposers.

4. What will happen if the purchase is not approved?

If not approved, the WSP will not be able to successfully secure the services of the above-described proposers and will not be in compliance with the WSP's own contractor proposal requirements.

Lt. Randy Drake, 88
Washington State Patrol
 Washington State Patrol Intelligence Section
 Washington State Fusion Center
 Work: 206-262-2418

From: Haider, Cindy (WSP)
Sent: Wed 12/17/2008 2:52 PM
To: Braniff, Tim (WSP)
Cc: Drake, Randy (WSP); Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: WAJAC - Analysts

Captain Braniff,

The chosen candidates for the Criminal Intelligence Analysts to be located at WAJAC with the effective dates of January 15, 2009 through September 30, 2012 are the following:

Ms. Kathleen Almquist, Operational Applications Inc.
 Ms. Kia Graham, Operational Applications Inc.
~~Ms. Sara Lacy, Operational Applications Inc.~~ *Mr. Chad Melton*
 Mr. John Kristof, Kristof Analysis & Investigation Services
 Mr. James Ward, Intelligence Acumen

Due to the recent spending freeze please pass these pending personal services agreements to Assistant Chief Ursino for his approval. If he approves these contracts he needs to forward to either Jeff Hugdahl or Bob Maki for DC Beckley's approval. They will need the following questions answered:

1. Purpose
2. Fund Source and Amount
3. Does the purchase....
 - Prevent material loss or damage to property, bodily injury, or loss of life?
 - Stem from court orders or are required under the law?
 - Secure the receipt of federal or other funds as required by a grant?
 - Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?
4. What will happen if the purchase is not approved?

Once approval through the chain of command has been received the contract can be then be processed and routed for signature as well as the approval may be needed by HRD to complete the background check.

1/14/2009

Please let me know if you have any questions.


Thank-you,

Cindy Haider

WSP Contracts

360-596-4071

cindy.haider@wsp.wa.gov



WAJAC

**FAX Transmission
Cover Sheet**

FAX: 206-262-2014

To: Ms. Cindy Haider

FAX: (360) 596-4077

Date: 01/26/09

From: Chad Melton

Phone: (206) 661-7851

Subject: WSP Agreement No. C090623PSC and Task Order No. 1

Total number of pages, including this cover sheet: 7

Message:

***** WARNING:** The contents of this transmission is **CONFIDENTIAL**, and is intended for the intended recipient only. If you have received this in error, please destroy the contents of this transmission, and notify the sender immediately.

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

January 21, 2009

Mr. Chad Melton
[REDACTED]

Dear Mr. Melton:

Subject: WSP Agreement No. C090623PSC and Task Order No. 1

Enclosed are two sets of the referenced agreement and task order between you and the Washington State Patrol. Once you have signed these originals, please fax a copy of both signed originals to my attention at fax number (360) 596-4077 and return all originals to the following:

Ms. Cindy Haider
Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

One fully executed original of each will be returned to you for your records. The Washington State Patrol contract tracking number is referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Haider at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L. Haider
for, Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosures

1/21/09



**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090623PSC**
Task Order Number: **1**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: January 26, September 30,
Start Date: 2009 End Date: 2009

Description of Service: The Contractor shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for travel costs approved in advance by WSP according to the terms of WSP Contract No. C090623PSC.

Maximum Task Order Amount: \$75,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Chad Melton, (206) 661-7851

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C090623PSC	
		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 Chad R. Melton		Contractor Doing Business As (DBA)	
Contractor Address [REDACTED]		Contractor Federal Employer Identification Number [REDACTED]	
Contact Name Mr. Chad Melton		Contact Telephone 206-661-7851	
Contact Fax 206-262-2014		Contact E-mail Address [REDACTED]	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date January 26, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$402,000	
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 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.

<u>Contractor Employee</u>	<u>Location of Work</u>
Chad Melton	WAJAC

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 maintain 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 42.17 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.

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

Contractor Employee	Initial - 9/30/09	10/1/09 - 9/30/10	10/1/10 - 9/30/11	10/1/11 - 9/30/12
Chad Melton	\$50.00	\$50.00	\$50.00	\$50.00

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>

6. Insurance Requirements.

- a. 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.
- b. 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.

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 judgement 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 C090623PSC or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

Haider, Cindy (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, December 23, 2008 8:39 AM
To: Haider, Cindy (WSP)
Subject: FW: WAJAC - Analysts

Cindy, for your files.....

From: Beckley, Paul (WSP)
Sent: Monday, December 22, 2008 4:35 PM
To: Lamoreaux, Marc (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Approved

Paul Beckley
Deputy Chief
Washington State Patrol
Service With Humility
360-596-4103

From: Lamoreaux, Marc (WSP)
Sent: Monday, December 22, 2008 4:28 PM
To: Beckley, Paul (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: FW: WAJAC - Analysts

Deputy Chief Beckley,

Since these are personal service contracts, not a request to hire FTEs the request needs to go through BFS to solicit an exemption from OFM. To process this request from Captain Braniff, BFS needs your approval (As the Acting Chief) to "approve the requested exemption and provide purchase approval."

If you approve, Mr. Maki's shop will handle.

Thanks/Marc

Captain Marc Lamoreaux
Human Resource Division
(360) 704-2324
Marc.lamoreaux@wsp.wa.gov

From: Hattell, Curt (WSP)
Sent: Monday, December 22, 2008 4:11 PM
To: Lamoreaux, Marc (WSP)
Subject: Fw: WAJAC - Analysts

- Secure the receipt of federal or other funds as required by a grant?

Federal funds are available to fund the hiring of these contractors. An investment justification submitted to the Department of Homeland Security specifies that these funds will be used to fund intelligence analysts.

- Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?

The WSFC enhancement project is dependent upon the acquisition of intelligence analysts and continuation of the contracting process including background investigations on successful proposers.

4. What will happen if the purchase is not approved?

If not approved, the WSP will not be able to successfully secure the services of the above-described proposers and will not be in compliance with the WSP's own contractor proposal requirements.

Lt. Randy Drake, 88

Washington State Patrol
Washington State Patrol Intelligence Section
Washington State Fusion Center
Work: 206-262-2418

From: Haider, Cindy (WSP)
Sent: Wed 12/17/2008 2:52 PM
To: Braniff, Tim (WSP)
Cc: Drake, Randy (WSP); Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: WAJAC - Analysts

Captain Braniff,

The chosen candidates for the Criminal Intelligence Analysts to be located at WAJAC with the effective dates of January 15, 2009 through September 30, 2012 are the following:

Ms. Kathleen Almquist, Operational Applications Inc.
Ms. Kia Graham, Operational Applications Inc.
~~Ms. Sara Lacy, Operational Applications Inc.~~ *Chad Melton*
Mr. John Kristof, Kristof Analysis & Investigation Services
~~Mr. James Ward, Intelligence Acumen~~

Due to the recent spending freeze please pass these pending personal services agreements to Assistant Chief Ursino for his approval. If he approves these contracts he needs to forward to either Jeff Hugdahl or Bob Maki for DC Beckley's approval. They will need the following questions answered:

1. Purpose
2. Fund Source and Amount
3. Does the purchase....
 - Prevent material loss or damage to property, bodily injury, or loss of life?
 - Stem from court orders or are required under the law?
 - Secure the receipt of federal or other funds as required by a grant?
 - Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?
4. What will happen if the purchase is not approved?

Once approval through the chain of command has been received the contract can be then be processed and routed for signature as well as the approval may be needed by HRD to complete the background check.

1/14/2009

Haider, Cindy (WSP)

CO90623 PSC

From: Drake, Randy (WSP)
Sent: Friday, January 16, 2009 9:03 AM
To: Haider, Cindy (WSP)
Subject: Analysts

Cindy,

I have reconvened the interview panel. We have decided to offer Mr. Chad Melton the available analyst position.

Can I call him to determine if he accepts the offer? Also, will I be able to have him start on Tuesday?

Lieutenant Randy Drake
Washington State Patrol
Organized Crime Intelligence Unit
Washington State Fusion Center

Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Friday, January 16, 2009 9:03 AM
To: Haider, Cindy (WSP)
Subject: Analysts

Cindy,

I have reconvened the interview panel. We have decided to offer Mr. Chad Melton the available analyst position.

Can I call him to determine if he accepts the offer? Also, will I be able to have him start on Tuesday?

Lieutenant Randy Drake
Washington State Patrol
Organized Crime Intelligence Unit
Washington State Fusion Center

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, December 22, 2008 11:26 AM
To: 'chd.melton@gmail.com'
Subject: WSP RFQQ No. C090433PSC

Mr. Melton,

We appreciate the time and effort you provided in developing and submitting a response to the RFQQ, however, other proposers were named Apparent Successful Proposers for this procurement.

If you would like a debriefing on your proposal, please contact me by e-mail no later than 4:30p.m. PST on December 29, 2008. As stated in the RFQQ.

- Discussion will be limited to a critique of the requesting Consultant's proposal.
- Comparisons between proposals or evaluations of the 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.

I can be reached via e-mail at cindy.haider@wsp.wa.gov. Please let me know if you have any questions concerning this message.

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Engines	[REDACTED]	602580868	Mr.	Micheal	Dorsey	3300 NE 1 st	Ridgefield	WA	98642	(425) 531-2735	(503)786-3167	[REDACTED]	Mr.	Nicholas	Jones
2	Nighthawk Analytical	[REDACTED]	602117883	Mr.	Harry	Hansen	27306 SE 1 st	Sammamish	WA	98075	(206) 940-0235		nighthawkanalytical@	Mr.	Harry	Hansen
3	Dan K. Melton	[REDACTED]	602559115	Mr.	Dan	Melton	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Mr.	Dan	Melton
4	Michael R. Chamness	[REDACTED]	602111069	Mr.	Michael	Chamness	8280 NE B	Bainbridge	WA	98110	(360) 551-2183		mchamnes@leo.gov	Mr.	Michael	Chamness
5	Chad R. Melton	[REDACTED]	602558289	Mr.	Chad	Melton	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Mr.	Chad	Melton
6	KSNK Enterprise	20-0674694	602373741	Mr.	Kenneth	Crow	PO Box 77	Issaquah	WA	98027	(425) 837-0229	(425)837-0229	kcrow@ais-seattle.cc	Mr.	Ken	Crow
7	Kristof Analysis & Investig	[REDACTED]	602877420	Mr.	John	Kristof	7326 46th	Seattle	WA	98115	(206) 262-2382	(206) 473-8736	jkristof@leo.gov	Ms.	John	Kristof
8	Intelligence Acumen	[REDACTED]		Mr.	James	Ward	7008 258th	Graham	WA	98338	(253) 232-6378		[REDACTED]	Mr.	James	Ward
9	Centra Technology Inc.	[REDACTED]	52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt	Burlington	MA		1803 (781) 272-7892	(781) 272-7883	osullivan@centram	Ms.	Amy	Kanawi
9c	Centra Technology Inc.	[REDACTED]												Ms.	Olivia	Goodman
9d	Centra Technology Inc.	[REDACTED]												Mr.	Nathan	Miller
9e	Centra Technology Inc.	[REDACTED]												Mr.	Michael	Steinberg
9f	Centra Technology Inc.	[REDACTED]												Mr.	Evan	Waidley
9g	Centra Technology Inc.	[REDACTED]												Ms.	Victoria	Allen
10a	Operational Applications	[REDACTED]	602632122	Mr.	Doug	Larm	4227 Sout	Puyallup	WA	98374	(253) 226-9564		doug.larm@operator	Mr.	Dennis	Gerber
10b	Operational Applications	[REDACTED]												Ms.	Sara	Lacy
10c	Operational Applications	[REDACTED]												Ms.	Kathleen	Almquist
10d	Operational Applications	[REDACTED]												Ms.	Kia	Graham
10e	Operational Applications	[REDACTED]												Ms.	Neoma	Skye
11	The Confluence Group Inc	20-4527781	602589963	Mr.	Luis	Vega	2829 Ruck	Everett	WA	98201	(425) 212-3500	(425)212-3535	lvega@confluenceca	Mr.	David	Malinowski
11a	The Confluence Group Inc	[REDACTED]												Mr.	Brinkley	Harrell
11b	The Confluence Group Inc	[REDACTED]												Mr.	Bob	Korter
11c	The Confluence Group Inc	[REDACTED]												Mr.	Francisco	Olivarez
11d	The Confluence Group Inc	[REDACTED]												Mr.	Carlos	Alvarez
11e	The Confluence Group Inc	[REDACTED]												Ms.	Alice	Switzer

LEADS

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Engines	[REDACTED]	602580868	Mr.	Micheal	Dorsey	3300 NE 1 st	Ridgefield	WA	98642	(425) 531-2735	(503)786-3167	[REDACTED]	Mr.	Nicholas	Jones
8	Intelligence Acumen	341-70-6409		Mr.	James	Ward	7008 258th	Graham	WA	98338	(253) 232-6378		[REDACTED]	Mr.	James	Ward
9	Centra Technology Inc.	[REDACTED]	52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt	Burlington	MA		1803 (781) 272-7892	(781) 272-7883	osullivan@centram	Ms.	Amy	Kanawi
9a	Centra Technology Inc.	[REDACTED]												Mr.	Steve	Mazel
9b	Centra Technology Inc.	[REDACTED]												Mr.	Scott	Whippo
10	Operational Applications	[REDACTED]	602632122	Mr.	Doug	Larm	4227 Sout	Puyallup	WA	98374	(253) 226-9564		doug.larm@operator	Mr.	Bill	Evans

Responsive		Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts (15)	Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70	Ref 1	Ref 2
Yes		\$44.00	\$44.00	\$44.20	\$44.20	\$44.10	13.54	8.00	8.00	8.00	8.00	56.00	45.00	50.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	38.00	40.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	0.00	0.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	6.00	6.00	6.00	6.00	42.00	41.00	47.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	7.00	7.00	7.00	7.00	49.00	47.00	42.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	44.00	44.00
Yes		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	6.00	6.00	7.00	6.33	44.33	44.00	45.00
Yes	WITHDREW	\$37.50	\$39.00	\$40.56	\$42.18	\$39.81	15.00	7.00	7.00	7.00	7.00	49.00	50.00	50.00
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	5.00	5.00	5.00	5.00	35.00	47.00	47.00
Yes		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	8.00	8.00	7.00	7.67	53.67	50.00	0.00
Yes		\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	6.00	6.00	6.00	6.00	42.00	50.00	46.00
Yes		\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	7.00	7.00	7.00	7.00	49.00	50.00	46.00
No		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	7.00	7.00	8.00	7.33	51.33	0.00	43.00
No														
No														
No														
No														
No														

Responsive	Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts (15)		Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70	Ref 1	Ref 2
Yes	\$51.00	\$51.00	\$52.00	\$52.00	\$51.50	17.48		6.00	6.00	6.00	6.00	42.00	45.00	50.00
Yes	\$40.50	\$42.12	\$43.80	\$45.56	\$43.00	20.93		4.00	4.00	4.00	4.00	28.00	50.00	50.00
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30	WITHDREW							
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30	WITHDREW							
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30	WITHDREW							
Yes	\$60.00	\$63.00	\$66.00	\$69.00	\$64.50	13.95		8.00	7.00	8.00	7.67	53.67	50.00	50.00

Ref 3	Ref Raw A	Ref (15 pt)	Total Score
47.00	47.33	14.20	83.74
37.00	38.33	11.50	58.44
0.00	0.00	0.00	46.94
49.00	45.67	13.70	67.64
45.00	44.67	13.40	74.34
28.00	38.67	11.60	58.54
47.00	45.33	13.60	69.88
47.00	49.00	14.70	78.70
			11.46
			11.46
			11.46
			11.46
			11.46
			11.46
45.00	46.33	13.90	60.17
44.00	31.33	9.40	74.33
46.00	47.33	14.20	67.91
0.00	32.00	9.60	70.31
42.00	28.33	8.50	71.10
			0.00
			0.00
			0.00
			0.00

Ref 3	Ref Raw A	Ref (15 pt)	Total Score
47.00	47.33	14.20	56.20
47.00	49.00	14.70	42.70
			0.00
			0.00
			0.00
50.00	50.00	15.00	68.67

WASHINGTON JOINT ANALYTICAL CENTER INTELLIGENCE BULLETIN

July 26, 2008

(U) New MS-13 Affiliated Group May Have Capacity for Increased Violence

(U) The Washington Joint Analytical Center (WAJAC) has learned of a new MS-13 affiliated group dedicated to using violence. If this new MS-13 affiliated group has the organization and violent nature that MS-13 is known for, then this group could become a dangerous domestic threat. Law enforcement intelligence has indicated that a possible new MS-13 group has formed. Open source intelligence indicates that MS-13 is well organized, has propensity for violence, recruits heavily among school-aged youth, expands into new areas quickly, is extremely flexible in its activity (will do any crime at any time), and are known for killing cops.

- (U) According to a law enforcement source, on July 25, 2006 Charlotte, NC police responded to a murder scene where two Salvadorans were apprehended. The subjects immediately began bragging about the murder, their involvement with MS-13, and a new MS-13 group that had just formed. Intelligence also indicates that approximately two months prior the same individuals had been at the site probably casing the area in anticipation of a planned murder.
- Multiple open source intelligence indicates that MS-13 has a loose organizational structure and is well organized. In addition, MS-13 is known to be very violent, recruits heavily, expands into new areas quickly, is known to do any crime at any time, and are known for killing cops.¹

(U) The WAJAC has no credible or specific information that this new MS-13 affiliated group plans on conducting violence in Washington State, but it is important to remain vigilant and report suspicious incidents. Suspicious incidents can be reported to WAJAC at wajac@leo.gov or by calling our 24-hour tip-line at: 1-877-XXX-XXXX.

***Note: I would disseminate this bulletin via NWWARN to our 600+ law enforcement partners which include WSP, tribal, and local law enforcement. Also, I would distribute to state fusion centers, federal law enforcement, and federal intelligence agencies.

I would attach a WAJAC customer satisfaction survey asking our recipients to evaluate our product. Questions I would ask are: (1) was the information timely and relevant; (2)

¹ Office of the Governor of Maryland; Mara Salvatrucha, or MS-13;

did the product increase your knowledge on a particular subject or issue; (3) did the product make you decide on a course of action.

Chul Melton Dec 16, 2008

REFERENCE CHECK FORM

47

Vendor Name Chad Melton Vendor Number 5

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature Rull & RL

Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 1 for Chad Melton

Reference Name J. R. Pewitt

Point of Contact Name _____ Phone: (206) 255-5283
(206) 262-2545

1. What did the proposed Analyst do for your company? Score: 10
GIS Project Pin Point / Mapping
Jrg Saw program (visual analytics)
Very responsive / progressive -

2. Why did they choose the proposed Analyst? Score: 10
Assigned

3. Proposed Analyst performance vs. expectations Score: 9
Fairly well Chad is "analytical"
Takes time to get the answer
right

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 8
Not meet them

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 10
Positive friendly

(10)

47.0

REFERENCE CHECK FORM

42

Vendor Name Chad Melton Vendor Number 5
 Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

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Signature Randy Drake Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 2 for Chad Melton

Reference Name James Szrama

Point of Contact Name _____

Phone: (202) 536-7691

1. What did the proposed Analyst do for your company? Score: 8
Chad does GIS
2. Why did they choose the proposed Analyst? Score: 10
3. Proposed Analyst performance vs. expectations Score: 8
Is working well on VGTDF project
6. Ability of the proposed Analyst to meet schedules and deadlines Score: 8
Not a lot of examples to base on.
7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 8
Positive. Needs some direction. He wants to make it work.

(6/7)

42.0

REFERENCE CHECK FORM

45

Vendor Name Chad Meltan

Vendor Number 5

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature Randy Drake

Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 3 for Chad Melton

Reference Name Ricky Twiggs

Point of Contact Name _____

Phone: 360-301-0864
206-262-2453

1. What did the proposed Analyst do for your company? Score: 10
works @ WASAC
helpful on military

2. Why did they choose the proposed Analyst? Score: 10

3. Proposed Analyst performance vs. expectations Score: 8
10 to do he does everything he is supposed

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 8
Right on top of it

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 9
Good Team players

work 10 as a team

45.0

Vendor Name Chad Melton

Vendor Number 5

Team Member Name _____

- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name _____

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature  _____

Date 11/19/09

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

7 = The proposed staff meets or exceeds all requirements to provide a better than average product.

5 = The proposed staff meets the requirements of the RFQQ.

3 = The proposed staff partially meets the requirements of the RFQQ.

1 = The proposed staff meets very few of the requirements of the RFQQ.

0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 7

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) _____

Notes:

Vendor Name Chad Melton

Vendor Number 5

Team Member Name _____

- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name Teel Turner

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature 

Date 11/17/08

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

7 = The proposed staff meets or exceeds all requirements to provide a better than average product.

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3 = The proposed staff partially meets the requirements of the RFQQ.

1 = The proposed staff meets very few of the requirements of the RFQQ.

0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

- 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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 7

Notes:

Vendor Name Chad Melton

Vendor Number 5

Team Member Name _____

- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name Scott JARMON

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature 

Date 11-18-03

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

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3 = The proposed staff partially meets the requirements of the RFQQ.

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#5 Chad Melton
\$50.00

EXHIBIT B

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.

November 10, 2008

Ms. Cindy Haider, RFQQ Coordinator
Budget and Fiscal Services
PO Box 42602
Olympia, WA 98504-2602

RECEIVED

NOV 13 2008

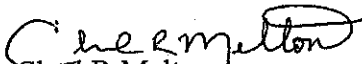
BUDGET & FISCAL
WSP

Letter of Submittal
Request for Qualifications/Quotations No. C090433PSC
Project Title: Criminal Intelligence Analyst Services

To Whom It May Concern:

I would like to indicate my interest in the above Request for Qualifications/Quotations.
Attached is a proposal for Criminal Intelligence Analyst Services.

Sincerely,


Chad R Melton



1. **Name:** Chad Russell Melton
Registered Trade Name: Criminal Intelligence Analyst for Washington State
Address: [REDACTED]
Place of Business: Washington Joint Analytical Center/ FBI Field Office, 1110 3rd Ave, Seattle, WA 98101
Telephone Number: (206) 661-7851
Fax Number: (206) 262-2014
E-Mail Address: [REDACTED]
cmelton1@leo.gov

2. **Legal status of the Consultant:** Sole Proprietorship
Year the entity was organized: 2005

3. N/A

4. **Social Security Number:** [REDACTED]
WA Uniform Business Identification Number: 602 558 289

5. N/A

6. Chad Russell Melton is the Consultant Team Member proposed for work for Criminal Intelligence Analysis Services.

QUESTIONNAIRE

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

A. I, Chad Russell Melton, am the Consultant Team Member submitting the proposal for work for Criminal Intelligence Analyst Services.

I hold a Master of Arts in Criminal Justice, a Bachelor of Arts in Criminal Justice, and a Bachelor of Arts in Psychology. During the course of my studies, I took several courses in research methodology and techniques, and statistical analysis.

I have nearly nine years of experience in national security as an enlisted Army Military Police Soldier, Army ROTC Cadet, and combat tested Army Infantry Officer. I have spent the last three years as a contract Criminal Intelligence Analyst for the Washington Joint Analytical Center (WAJAC). At the WAJAC my general responsibilities include:

- the collection, exploitation, analysis, production, and dissemination of intelligence information;
- writing and disseminating weekly intelligence briefs addressing all crimes/terrorism in Washington State, nationally, and internationally;
- writing and disseminating 'ad hoc' intelligence bulletins;
- preparing and participating in intelligence briefings/presentations;
- participating in the production of intelligence assessments.

Specialized intelligence analysis training includes:

- Foundations of Intelligence Analysis Training (FIAT) (40 hrs), 2006
- Law Enforcement Intelligence "Toolbox" training (20 hrs), 2006
- Geographic Information Systems training at the National Geospatial-Intelligence College (40 hrs), 2007
- Introductory Analytic Tradecraft training (40 hrs), 2008
- Pen-link/ Call Analysis training (24 hrs), 2008

- Critical Infrastructure Key Resource Asset Protection Technical Assistance Program (CAPTAP) (36 hrs), 2008

I am proficient in Microsoft Office: Word, Excel, Outlook, and PowerPoint.

B. Please see attached resume and certificates of completion.

2. N/A

3. References

A. Detective J.R. Pewitt
King County Sheriff's Office
WAJAC, 1110 3rd Ave, Seattle, WA 98101
Tel: (206) 262-2545
Cell: (206) 255-5283
Fax: (206) 262-2014
E-mail: james-r.pewitt@kingcounty.gov

I provide assistance in the collection, exploitation, analysis, production, and dissemination of intelligence information.

B. Senior Intelligence Officer James Szrama
U.S. Department of Homeland Security
WAJAC, 1110 3rd Ave, Seattle, WA 98101
Tel: (206) 262-2133
Cell: (202) 536-7691
Fax: (206) 262-2014
E-mail: james.szrama@dhs.gov

I assist in the production of intelligence assessments and help in the sharing of intelligence between WAJAC and DHS.

C. Ricky J. Twiggs
Counterdrug Task Force, National Guard/Military Department
WAJAC, 1110 3rd Ave, Seattle, WA 98101
Tel: (206) 262-2453
Cell: (360) 301-0864
Fax: (206) 262-2014
E-mail: ricky.j.twiggs@us.army.mil

I provide assistance in the collection, exploitation, analysis, production, and dissemination of intelligence information. I help in the sharing of intelligence between WAJAC and the National Guard.

4. Related Information

- A. Washington State Patrol, Washington Joint Analytical Center
Contract #: C060694PSC
Project Title: Criminal Intelligence Analyst
- B. N/A
- C. N/A
- D. No termination for default had been experienced by the Consultant in the past five years.

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	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00

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:

CHAD RUSSELL MELTON			
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	
		3/9/1972	
Applicant Signature		Date	
Chad Russell Melton		11/10/2008	

CHAD RUSSELL MELTON

[REDACTED]
[REDACTED]
(206) 661-7851
[REDACTED]

cmelton1@leo.gov

PROFILE

Accomplished professional with experience in law enforcement, national security, personnel management, and criminal intelligence. An **effective leader** with superior analytical, interpersonal, and communication skills. **FBI Top Secret clearance.**

SUMMARY OF QUALIFICATIONS

- A successful record of leadership and management experience in prolonged, intense, and stressful situations.
- Recognized as a loyal and trusted staff member and an invaluable asset to the organization.
- Character is unequivocal and integrity is beyond reproach.
- Proficient in Internet applications and Microsoft Office: Word, Excel, Outlook and Power Point.
- Familiar with the following Federal Bureau of Investigation systems: Guardian – Threat Tracking System, Automated Case Support (ACS), Investigative Data Warehouse (IDW) and Law Enforcement Online (LEO).
- Familiar with the following systems: Northwest Warning, Alert & Response Network (NWWARN); Regional Information Sharing Systems (RISS)/ Western States Information Network (WSIN); AutotrackXP; LexisNexis; Dunn and Bradstreet; ArcGIS 9.2(desktop Geographic Information Systems software); Pen-Link v8.0 (desktop Telephone Record Analysis software); and Automated Critical Asset Management System (ACAMS).

EDUCATION AND TRAINING

Washington State University, Spokane, WA, 2001
Master of Arts in Criminal Justice
50 total credits; Semester

Washington State University, Pullman, WA, 1996
B.A. in Criminal Justice and B.S. in Psychology
150 total credits; Semester

- Terrorism Workshop, 2008
- Critical Infrastructure Key Resource Asset Protection Technical Assistance Program (CAPTAP) (36 hrs), 2008
- Pen-link/ Call Analysis training (24 hrs), 2008
- FBI HQ sponsored Joint Improvised Explosive Device Defeat Organization (JIEDDO) analysts' tools training (32 hrs), 2008
- Introductory Analytic Tradecraft training (40 hrs), 2008

- Rapid Responder training, 2008
- Domestic Terrorism Workshop, 2007
- Law Enforcement Intelligence Unit (LEIU) conference, 2007
- FBI HQ sponsored ArcGIS training at the National Geospatial-Intelligence College (40 hrs), 2007
- Domestic Terrorism Workshop, 2006
- FBI/ U.S. Army Combating Terrorism Center sponsored JTTF Education Session (24 hrs), 2006
- Law Enforcement Intelligence "Toolbox" training (20 hrs), 2006
- Foundations of Intelligence Analysis Training (FIAT) (40 hrs), 2006

Military Training

- Unit Movement Officer Course, 2003
- U.S. Army Bradley Fighting Vehicle Leader's Course, 2002
- U.S. Army Airborne School, 2002
- U.S. Army Infantry Officer Basic Course, 2002
- Washington State University Army ROTC program, 1999-2001
- U.S. Army Military Police School, 1997

PERFORMANCE AWARDS

- Army Commendation Medal (2nd Award)
- Army Achievement Medal (3rd Award)
- Global War on Terrorism Service Medal
- Iraq Campaign Medal
- National Defense Service Medal
- Army Service Ribbon
- Combat Infantryman Badge
- Parachutist Badge

MILITARY EXPERIENCE

U.S. ARMY

Personnel Staff Officer (Captain, Infantry)
 1st Battalion, 9th Cavalry Regiment, Fort Hood, TX
 From: 10/2003 - 7/2005
 Supervisor: Colonel Thomas D. Macdonald
 Phone number: (717) 254-6607
 Hours per week: 50+

I served as the Personnel Staff Officer for an Army mechanized infantry battalion, consisting of 700+ soldiers, at Fort Hood, TX and in Baghdad, Iraq. I was directly responsible for all administrative actions and personnel issues within the battalion. I was in charge of the Battalion Personnel Action Center consisting of 5 Non-Commissioned Officers and 3 enlisted soldiers, who processed over 500 transactions a week. Key responsibilities included:

- Keeping the Battalion Commander and Executive Officer informed on the unit's personnel

status and administrative actions.

- Preparing and processing officer evaluation reports for 51 officers.
- Supervising all award, personnel evaluation, finance, leave, promotion, and legal processing within the battalion.
- Ensuring mail was properly accounted for and distributed to soldiers.
- Collecting, managing and distributing unit funds.
- Planning and conducting all award and battalion ceremonies.
- Manifesting personnel for flights during deployment/re-deployment.
- Assisting in the casualty affairs process while serving in Baghdad, Iraq.
- Battalion History Officer while serving in Baghdad, Iraq.

Accomplishments Included:

- Smoothly and efficiently operating my administrative section during a Joint Readiness Training Center (JRTC) mission rehearsal exercise at Fort Polk, LA.
- Meticulously tracking the battalion's personnel readiness, and keeping the Battalion Commander informed of the unit's status and issues during the preparation and deployment to Iraq.
- Developing and implementing the battalion leave policy in Iraq, which served as a model for the brigade.
- Supervising the battalion leave program, that resulted in over 600 soldiers of the battalion going home on rest and relaxation leave from Iraq.
- Developing, executing and refining an awards system that had processed near 200 Purple Heart recommendations, 50 valor award recommendations and over 600 service award recommendations.
- Drafted letters of condolence, and implemented procedures to return personal belongings to families of soldiers that were critically injured and fatally wounded in combat.
- Arranging for a finance and postal team to come on a regular basis to our remote Forward Operating Base in Baghdad, so that soldiers could have access to basic services.
- Earning my Combat Infantryman Badge while serving in Baghdad, Iraq from March 2004 to March 2005.

Mechanized Infantry Platoon Leader (First Lieutenant, Infantry)
A Company, 1st Battalion, 9th Cavalry Regiment, Fort Hood, TX
From: 10/2002 - 10/2003
Supervisor: Captain Larry V. Geddings
Phone number: (337) 353-6187
Hours per week: 50+

Responsible for the training, tactical employment, and logistics of a 32 man Bradley Fighting Vehicle equipped Infantry Platoon which deploys, with no notice, worldwide and executes combat and non-combat missions in support of any contingency. In garrison environment, responsible for the deployment and readiness of 4 Bradley Fighting Vehicles, and all platoon equipment valued in excess of \$12.5 million. Accomplishments included:

- Independently planning and executing training that better prepared my platoon for future combat operations.

- My platoon being recognized as the most tactically proficient in Bradley Fighting Vehicle mounted movement during a very taxing platoon external evaluation.
- Deploying to the National Training Center (Fort Irwin, CA) and leading my platoon through four arduous missions successfully.
- Successfully leading my platoon through Bradley Fighting Vehicle Gunnery qualification, which my platoon received the "Top Gun Platoon" award.

Gold Bar Recruiter (Second Lieutenant, Infantry)

Washington State University Army ROTC, Pullman, WA

From: 8/2001 - 11/2001

Supervisor: Lieutenant Colonel James M. Zuba

Phone number: (509) 335-2591 is the number for the WSU Military Science Department

Hours per week: 40

I assisted in the recruitment of university students in to the WSU Army ROTC program.

Accomplishments included:

- Assisting in the recruitment of 70 freshmen, 50 sophomores, and 24 juniors.
- Executing an aggressive on-campus marketing campaign. This included presentations to all dormitories, Armed Forces Day/ Career Expo Day, and the high school student welcome day.
- Working tirelessly telephoning prospects, mailing recruiting packets and 4-year scholarship information to interested individuals.
- Planning and coordinating recruitment events on and off campus.

Specialist, Military Police

978th Military Police Company, Fort Bliss, TX

From: 8/1997-7/1999

Supervisor: Captain Dewey C. Haines

Phone number: (915) 568-1312 is the number for 978th Military Police Company

Hours per week: 50

In Garrison, protecting the lives and property on an Army base by enforcing military laws and regulations, as well as controlling traffic, preventing crime and responding to emergencies.

While in the field, I was primarily responsible for providing support to the battlefield by conducting area security, and prisoner of war/law and order operations. Law Enforcement duties included:

- Interviewing witnesses, victims and suspects in the course of investigating crimes.
- Arresting and charging criminal suspects.
- Patrolling areas by car and by foot; guarding entrances; directing traffic.

Additional duties included:

- M249/Squad Automatic Weapon Gunner while in the field.
- Company Commander Driver while in the field.

- Orderly Room Administrative Clerk while in Garrison.

OTHER WORK EXPERIENCE

Title: Criminal Intelligence Analyst

Agency: Washington Joint Analytical Center (WAJAC)

Address: Seattle FBI Field Intelligence Group, 1110 Third Ave Seattle, WA 98101

From: 1/2006-Present

Supervisor: Detective Sergeant Lance Ladines

Phone number: (206) 262-2175/ (360) 239-0793

Hours per week: 40+

Duties are to provide criminal intelligence analyst services to the Washington Joint Analytical Center (WAJAC). WAJAC is co-located with the FBI's Seattle office; it is designated as the State's primary fusion center and serves to collect, analyze and disseminate all crimes/terrorism related intelligence to all law enforcement agencies in the state and to the national intelligence community.

Responsibilities are to provide the following products:

- Raw intelligence classification and analysis
- Weekly written intelligence briefs
- Written intelligence bulletins
- Periodic intelligence briefings/presentations
- Periodic intelligence assessments
- Information dissemination to local law enforcement agencies, homeland security partners, and government and private entities

Accomplishments include:

- Maintaining, and refining, a database of intelligence data to facilitate later retrieval and review.
- Tracking Terrorist Watch List encounters within Washington State – encounters are researched and statistically assessed in an attempt to detect patterns and provide a baseline for further analysis.
- Reviewing and vetting (using local, proprietary and federal electronic databases) incidents and suspicious activity reports (SAR's) that have a potential nexus to international terrorism, domestic terrorism, organized crime, and gang activity within Washington State. Referring those incidents and SAR's deemed most suspicious to the Seattle FBI Joint Terrorism Task Force, or to WAJAC Detectives.
- Involvement in the writing of several intelligence assessments:

- *International and Domestic Terrorism 2006 Review*. The assessment addressed the Animal Liberation Front and the Earth Liberation Front and their intent, capabilities, and means to carry out an attack; it also highlighted their history of attacks in Washington State and elsewhere. Furthermore, the assessment provided a heightened situational awareness of identifiable trends and patterns of suspicious activities reported to WAJAC that could have served as indicators of potential terrorist operations within Washington.

- *Washington – Canada Border: Potential Avenues through which law-enforcement organizations can enhance participation in the border-security mission.* The assessment was written for Washington State and local law enforcement officials and addressed historical examples of illegal border crossings and smuggling; identified holes in the border; compared the Mexican and Canadian borders; highlighted intelligence gaps; identified law enforcement, civilian, and military organizations currently at work at the border; and provided potential solutions to enhance participation in border security.

- Based on the plot to attack the JFK Airport jet-fuel supply tanks and pipeline, WAJAC assessed the relative vulnerability of the Seatac Airport jet-fuel supply tanks and pipeline. The process involved conducting on-site visits and reviewing information to ascertain all threat reporting. The assessments purpose was to inform decision makers to vulnerability findings and to provide recommendations that could be used to harden sites.

- *Preventing Earth Liberation Front Actions.* The paper mentioned efforts made by the FBI to prevent ELF members from committing future attacks. The paper also pointed out several areas of development that may be attractive to eco-terrorists as sites for future attacks.

- Writing numerous weekly intelligence briefs and ‘ad hoc’ bulletins for WAJAC customers.
- Preparing and presenting numerous PowerPoint presentations for WAJAC.
- Supporting WAJAC leadership in preparing for executive presentations.
- Participating in two national level exercises where WAJAC disseminated critical information addressing ‘mock’ terrorist attacks in Washington State.
- Preparing and presenting intelligence for a WASPC Tabletop exercise at Safeco Field.
- Participated in the drafting and disseminating of intelligence bulletins preceding the shootings at the Jewish Federation of Greater Seattle advising the law enforcement community of the Arab-Israeli conflict and the possible impact on the U.S.; and to pay heightened attention to the safety and security surrounding locations of religious significance. Immediately following the shooting assisted the FBI in running down leads, and issued a bulletin detailing the events of the shooting and recommended law enforcement pay special attention to suspicious incidents or persons at or near Jewish facilities. Lastly, issued a bulletin explaining the potential for reprisals against the Islamic community as a result of the shooting.
- Identified a significant security threat to the Washington State Ferry System by analyzing breach of security reports showing a distinct pattern of detailed surveillance of several ferry vessels by two subjects. Intelligence analysis of the incidents resulted in a multi agency operation, lead by the U.S. Coast Guard (USCG) and the Washington State Patrol (WSP) dubbed Operation Sound Shield. Operation Sound Shield was a four week surge of security involving WSP, USCG, FBI, TSA Behavior Teams and Federal Air Marshals and effected county and city police departments.
- Liaised with the Georgia Institute of Technology School of Interactive Computing to provide WAJAC a visual analytic system called *Jigsaw*. *Jigsaw* represents documents and their entities (people, places, dates and organizations) visually in order to help analysts examine reports more efficiently and develop theories about potential actions more quickly.
- Assisted the Bremerton Police Department in analyzing 345 incident reports pertaining to

graffiti. *Jigsaw* and geographic information system statistical tools were used to analyze and map report information. WAJAC provided the department with a useful assessment of the graffiti problem and a tool (*Jigsaw*) to help them expand on that assessment.

Title: Loss Prevention

Company: Nordstrom

Address: 100 Southcenter Shopping Center Tukwila, WA 98188

From: 8/1996-2/1997

Supervisor: ?

Phone number: (206) 246-0400

Hours per week: 40

I was responsible for controlling loss of merchandise, apprehension of shoplifters, investigating fraudulent refund activity, and securing the store.

This is to Acknowledge that

Chad Melton

*Has successfully completed 40 hours of training in the
Foundations of Intelligence Analysis Training (FIAT)*



*January 23-27, 2006
Seattle, Washington, USA*




Lisa Palmieri, C.C.A., IALEIA President



Russell Porter, LEIU General Chairperson

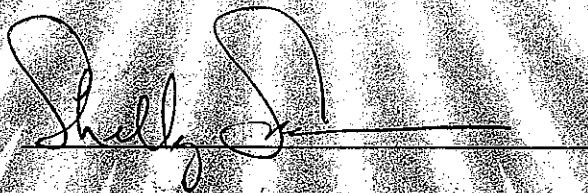
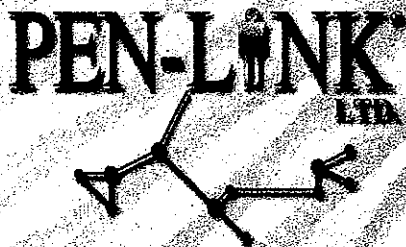
CATS



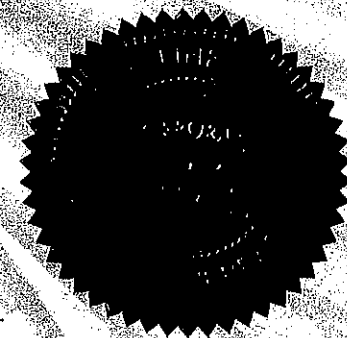
Call Analysis Training School

This certificate duly notes that Chad Melton successfully completed the Pen-Link Call Analysis Training School class for Pen-Link v8.0, on June 19, 2008.

In witness thereto:



Shelley Sorensen, Trainer



Certificate of Completion

This Document Certifies That

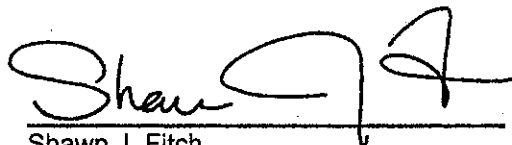
Chad Melton

Has participated in the 36 hour

**Critical Infrastructure Key Resource Asset Protection
Technical Assistance Program (CAPTAP)**

August 11-15, 2008

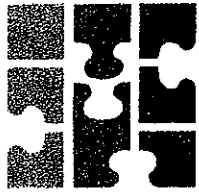
The CAPTAP service assists State and local law enforcement, first responders, emergency management, and other homeland security officials in understanding the steps necessary to develop and implement a comprehensive CIKR protection program in their respective jurisdiction, through the facilitated sharing of best practices and lessons learned.



Shawn J. Fitch
C/ACAMS Senior Project Officer
Department of Homeland Security



CAPTAP Instructor



**Intelligence
Program**

School of Criminal Justice
Michigan State University



**Homeland
Security**

Certificate of Completed Training

For the Course

Law Enforcement Intelligence "Toolbox"

Presented to

Chad Russell Melton

*This course is Certified by the Office of Grants & Training and Presented by the
School of Criminal Justice, Michigan State University, East Lansing, Michigan, USA
Given this day 7 April 2006, Spokane, Washington*

*20 Hours
Training Credit Awarded*

*David L. Carter, Ph.D.
Director, Intelligence Program*

NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY



Be it known that

Chad R. Melton

has successfully completed the

Fundamentals of Geographic Information Systems Course

During the period of 8 - 12 January 2007

and is therefore entitled to receive this

Diploma

granted by the National Geospatial-Intelligence College,

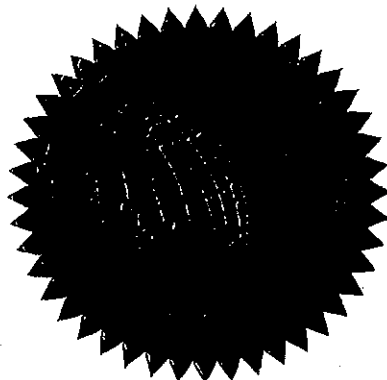
The School of Geospatial-Intelligence,

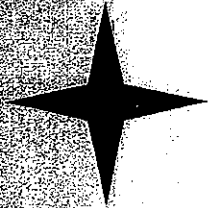
on this 12th day of January 2007

A handwritten signature in black ink, appearing to read "Stuart G. Harrison".

STUART G. HARRISON
Colonel, U.S. Army

Commandant





Analytic Advantage, Inc

Certificate of Completion

is hereby granted to certify to

Chad R. Melton

has completed to satisfaction

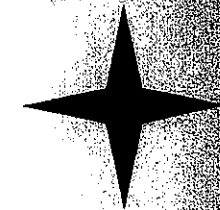
Introductory Analytic Tradecraft

Granted: May 2008

Joern Lindenau

Instructor

Analytic Advantage Incorporated





WSP Contract No.

Program Information: Program

Category

Program:

Amendment No.

Program Contact: Bureau:

Title

Captain

Other Party

Other No.

Processing Status:

Start Date End Date

Amount User ID

Amendment	<input type="text" value="1"/>
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Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="1/8/2009"/>
BFS Review	<input type="text" value="1/14/2009"/>
Chief's Office	<input type="text" value="1/15/2009"/>
Transmittal Letter	<input type="text" value="1/27/2009"/>
Mailed to Other Part	<input type="text" value="1/8/2009"/>
Received Back	<input type="text" value="1/14/2009"/>
Distributed	<input type="text" value="1/27/2009"/>

Contract Status

Contract Notes:

Analyst James Ward. See C090433PSC for RFQQ.

Amendment	<input type="text"/>
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Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
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BFS Notification	<input type="text" value="12/17/2008"/>
BFS Review	<input type="text" value="1/15/2009"/>
Chief's Office	<input type="text" value="1/15/2009"/>
Transmittal Letter	<input type="text" value="1/27/2009"/>
Mailed to Other Part	<input type="text" value="1/8/2009"/>
Received Back	<input type="text"/>
Distributed	<input type="text" value="1/27/2009"/>

* Possible amendment to base Agreement.

James Ward

WA18

1/1/09 - 1/31/09 (12 days x 8 = 96 hrs)

\$37.50 x 96

\$ 3600

\$37.50 x 173 x 8 x 1.05

\$54,495

2/1/09 - 9/30/09

\$58,095⁰⁰

59,000

10/1/09 - 9/30/10

\$39.00 x 173 x 12 x 1.05

\$85,012.20

86,000

10/1/10 - 9/30/11

\$40.56 x 173 x 12 x 1.05

\$88,412.69

89,000

10/1/11 - 9/30/12

\$42.18 x 173 x 12 x 1.05

\$91,943.96

92,000

\$223,463.85

James Ward

WAJ8

11/1/09 - 9/30/09

$$\$37.50 \times 173 \times 9 \times 1.05 = \$61,306.88$$

\$62,000

10/1/09 - 9/30/10

$$\$39.00 \times 173 \times 9 \times 1.05 = \$63,759.15$$

\$64,000

/ 10/1/10 - 9/30/11

$$\$40.56 \times 173 \times 9 \times 1.05 = \$66,309.52$$

\$67,000

10/1/11 - 9/30/12

$$\$42.18 \times 173 \times 9 \times 1.05 = \$68,957.97$$

\$69,000

\$260,333.52

\$262,000.00

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	James Ward dba Intelligence Acumen
WSP Project Manager	Lieutenant Randy Drake
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	C090554PSC
BFS Contracts Specialist	Cindy Haider

A. PRE-CONTRACT PLANNING

1. Description of Services:

Criminal Intelligence Analyst - WAJAC

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	001-01A-00271 WAJAC
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	WSP + WASPC not available
• Agency resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Other public (governmental) resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
• If former, provide last date of employment.	N/A
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

Personal Service Contract Risk Assessment

Page 2 of 4

If the contract is federally funded, is the Contractor a subrecipient or vendor?	NO
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?
 Competitive Sole Source

2. If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

In Contract file

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

N/A

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

WEBS - Washington Electronic Business Solutions

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No N/A

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
If factor is not applicable, risk point = 0. Unknown, risk point = 5.
1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

Personal Service Contract Risk Assessment
Page 3 of 4

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	3
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	3
Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	1

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	4
Experience and past performance	1
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	-
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	-
Organizational changes (is organization stable or does it have frequent turnover?)	-
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	1
Legal actions (has there been any for the last 12 months? - if so, what?)	1
Background of individuals (do you have resumes?)	1

3. Total Risk Points

27

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

1. Were contract and contractor risks assessed prior to entering into a contract?
 Yes No

2. Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment
Page 4 of 4

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?
 Yes No
4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	Yes
Review of entity invoices and other documentation	Yes
Conduct onsite reviews or other observations (meetings, etc.)	—
Maintain other periodic contact with contractor (telephone, email, etc.)	Yes
Other: Attends meetings with WASPC	

E. AUDITS (for subrecipients of federal funds)

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	N/A
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	N/A
Was a risk assessment completed to determine whether an audit was needed?	N/A
Is corrective action necessary? Were questioned costs resolved?	N/A
Are audit findings, if any, resolved?	N/A

F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes:

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Ward, James Hunter
SSN/TIN

As of 23-Dec-2008 7:14 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
- > Advanced Reports
 - > Recent Updates
 - > Dashboard

Archive Search - Past Exclusions

-
- > Advanced Archive Search
 - > Multiple Names
 - > Recent Updates

Contact Information

- > Email: support@epls.gov
episcments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, January 12, 2009 3:16 PM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 1/9/2009.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 39079-00

Contractor Legal Name: James H. Ward
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C090554PSC
Filed Date: 1/9/2009
Start Date: 1/15/2009
Filed By: Cindy Haider

Contract Value: \$262,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, January 12, 2009 10:34 AM
To: 'McMullen, Jan S. (OFM)'
Subject: RE: WSP Filings in PSCD

Yes – to all four contracts.

I thought that I had incorporated the language under Reasonableness of Cost but will ensure for future filings. This is the last of the filings that are associated to a recent RFQQ.

Thank-you for your assistance,

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: McMullen, Jan S. (OFM) [mailto:Jan.McMullen@OFM.WA.GOV]
Sent: Monday, January 12, 2009 10:25 AM
To: Haider, Cindy (WSP)
Subject: WSP Filings in PSCD
Importance: High

Does the following apply to all of your recent filings for criminal analyst services? (one James Ward and three Doug Larm).

WSP considers this to be a convenience contract where the contractor provides services on an as-needed basis and the dollar value referenced is a maximum amount available, because it cannot be known if the total dollars will be used?

It would be appreciated if you would include this language, when applicable, in future filings.

As soon as I have your response to this e-mail, I will start to process your most recent filings. Thank you. Jan

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, January 09, 2009 11:28 AM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 1/9/2009 11:28:00 AM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 64985

Contractor Legal Name: James H. Ward
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C090554PSC
Filed Date: 1/9/2009 11:28:00 AM
Start Date: 1/15/2009 Filed By: Cindy Haider

Contract Value: \$262,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 64985

Agency Contract Number: C090554PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 341706409

Legal Name James H. Ward

DBA Intelligence Acumen

UBI

Address 7008 258th St East, Graham, WA USA 98338

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$262,000			\$262,000
Contract Total				\$262,000

Contract Dates

Filed Date	Start Date	End Date
	01/15/2009	09/30/2012

Contacts

Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	In Process
Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

The Washington Joint Analytical Center (WAJAC) is housed at the Seattle Field Office of the Federal Bureau of Investigations (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 includes the FBI; US Immigration and Customs Enforcement; the Washington National Guard; the Washington State Patrol; and several local law enforcement agencies. The Contractor's criminal analyst services are critical to the efforts of WAJAC in an effort to prevent terrorism.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's office. This contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. WSP is contractually obligated to the federal government to provide these services. These services are critical to WSP to fulfill their mission of "enhancing the safety and security of our state" which includes sharing information with other local, state and federal law enforcement organizations. In light of the Personal Service contract freeze, this contract is approved by Deputy Chief Paul S. Beckley.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the service in the proposed contract.

Competitive Solicitation Process

Advertisement Information

Solicitation Notification

Number of Solicited Documents: 6

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The Contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of panel members from the WAJAC as well as a written assignment.

Names of Firms Responding With Proposals.

Network Transport Engineering Nighthawk Analytical Dan K. Melton Michael R. Chamness Chad R. Melton KSNK Enterprise Kristof Analysis & Investigation Services Intelligence Acumen Operational Applications Inc.

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center to score vendor education, training and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. The highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating in the regional intelligence centers and the WAJAC where the proposed consultant team member would work. The final selection was based on the outcome of these interviews and written assignment.

Reasonableness of Cost

How was it determined that costs are fair and reasonable, or within the competitive range?

The hourly rate is comparable to other contractors submitting proposals for these services. Work is assigned by Task Orders on an as-needed basis. Contract references maximum amount available.

Attachments

JWard090554.doc - 153088kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

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Access Washington

Voter registration assistance (Secretary of State)

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 1/8/09
 LDS TTT

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C090554PSC (1)		Other Contract Number	A/R Number
Contract Start Date JANUARY 15 2009		Contract End Date SEPTEMBER 30, 2009	AFRS End Date
Contract Title Criminal Intelligence Analyst Services			CFDA No. QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name JAMES H WARD dba INTELLIGENCE ACUMEN			
Contractor Contact Address 7008 258 TH ST EAST, GRAHAM WA 98338			
Contractor Contact Name JAMES WARD		Contractor Contact Phone 253-232-6378	Contractor EIN/SSN [REDACTED]
Contractor E-Mail Address [REDACTED]		Contractor Contact Fax	BFS Accountant Name TANYA PIERCE
WSP Project Manager LT RANDY DRAKE		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name SUE ASCHENBRENNER

Remarks: TASK ORDER NO. 1. PERIOD OF PERFORMANCE AND AMOUNT IS FOR THIS TASK ORDER ONLY. REIMBURSES CONTRACTOR AT HOURLY RATE OF \$37.50 (SFY09).

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	
Amendment Amount	\$	Business Office Manager	
Revised Total Amount	\$62,000	Budget Manager	1/12/09
Indirect Costs	%	Accounting Manager	1/12/09

Allot: Yes No
 Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ8	001	01*	00271	WAJ8	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**
 300-365-522 (R 6/03)

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: C090554PSC
Task Order Number: 1

Contractor: James H. Ward dba Intelligence Acumen

Period of Performance for Task Order: Start Date: January 15, 2009 End Date: September 30, 2009

Description of Service: The Contractor shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$37.50.

Other Costs: WSP shall reimburse the Contractor for travel costs approved in advance by WSP according to the terms of WSP Contract No. C090554PSC.

Maximum Task Order Amount: \$62,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

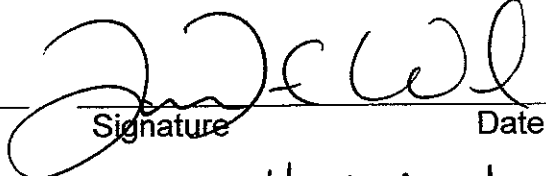
Contractor Contact Name and Telephone Number: Mr. James Ward, (253) 232-6378

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:


John R. Batiste, Chief

1-16-09
Date


Signature

1/13/09
Date

James H. Ward
Printed Name

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 1/8/09

LDS TTT

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C090554PSC		Other Contract Number	A/R Number
Contract Start Date January 15 2009		Contract End Date September 30, 2012	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name JAMES WARD dba INTELLIGENCE ACUMEN			
Contractor Contact Address 7008 258TH ST EAST, GRAHAM WA 98338			
Contractor Contact Name Mr. JAMES WARD		Contractor Contact Phone 253-232-6378	Contractor EIN/SSN [REDACTED]
Contractor E-Mail Address [REDACTED]		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager Lt. Randy Drake		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Sue Aschenbrenner

Remarks: Requires separate task orders – do not encumber.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 1/12/09
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i> 1/12/09
Revised Total Amount	\$262,000	Budget Manager	<i>[Signature]</i> 1/12/09
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 1/12/09

Allot: Yes No
 Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
WAJ8	001	01*	00271	WAJ8	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: Captain Braniff

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services	WSP Contract No. C090554PSC
	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 James H. Ward	Contractor Doing Business As (DBA) Intelligence Acumen
Contractor Address 7008 258 th St East Graham WA 98338	Contractor Federal Employer Identification Number [REDACTED]
Contact Name Mr. James Ward	Contact Telephone 253-232-6378
Contact Fax	Contact E-mail Address [REDACTED]

WSP Contact Information

WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	

Contract Start Date January 15, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$262,000
-------------------------------------------------------	-------------------------------------------------------	----------------------------------------------------

ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:

- Exhibit A, Statement of Work.
- Exhibit B, General Terms and Conditions
- 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 <i>P. S. Beckley</i>	Date 1-16-09	Contractor Signature <i>James H. Ward</i>	Date 1/13/09
Printed Name and Title John R. Batiste, Chief Deputy Chief		Printed Name and Title James H. Ward, Intel Analyst	

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 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.

<u>Contractor Employee</u>	<u>Location of Work</u>
James Ward	WAJAC

- 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 maintain 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 42.17 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.

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

Contractor Employee	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10 – 9/30/11	10/1/11 – 9/30/12
James Ward	\$37.50	\$39.00	\$40.56	\$42.18

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>

6. Insurance Requirements.

- a. 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.
- b. 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.

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 judgement 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 C090554PSC or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information").

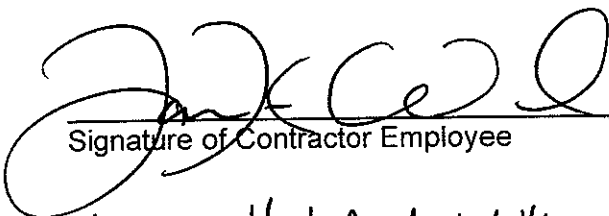
Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, 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

James H. Ward, Intelligence Analyst / Intelligence Acumen

Printed Name and Title

1/13/09

Date

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

January 27, 2009

Mr. James Ward
Intelligence Acumen
7008 258th St East
Graham WA 98338

Subject: WSP Agreement No. C090554PSC and Task Order No. 1

Enclosed with this letter are two fully executed originals of the referenced agreement and task order between you and the Washington State Patrol. Please keep these originals for your records.

The Washington State Patrol contract tracking number are the agreement numbers referenced above; please use these numbers on all correspondence regarding these agreements. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L. Haider
for, Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

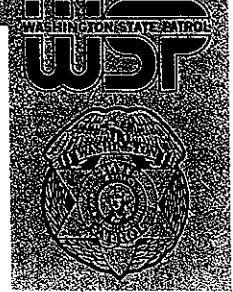
JRH:ch
Enclosure

FILED
1/27/09



INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C090554PSC and Task Order No. 1
DATE: January 27, 2009

Attached is a fully executed copy of the above-listed contract and task order between the Washington State Patrol and Mr. James Ward, Intelligence Acumen. Funding for this contract will be encumbered under separate task orders.

Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.

The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above; please use this number on all correspondence and payment documents associated with this contract. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at Micro 12, ext. 11071.

Colt JRH:clh
for Attachment

cc: Ms. Sue Aschenbrenner, Budget Section
Captain Tim Braniff, Investigative Assistance Division
Ms. Tanya Pierce, Accounts Payable Section

MAILED
1/27/09





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. CO90554PSC (1) Period of Performance: 11/15/09-9/30/09

Contract Title: Criminal Intelligence Analyst

Other Party: James Ward dba Intelligence Acumen

Amount: \$62,000

- Payable
- Receivable
- Other: _____

Scope of Work: Task Order NO. 1

PAID out of WATS

Comments:

Grants and Contract Manager: JRH 1/15

BFS Administrator: [Signature]

Management Services Bureau Director: [Signature] 1/15/09

Chief/Deputy Chief: [Signature] 1-16-09



Budget and Fiscal Services
Contract Routing Face Sheet

Contract No. C090554PSC Period of Performance: 1/15/09 - 9/30/09 New
 Amendment
 Recurring

Contract Title: Criminal Intelligence Analyst

Other Party: James Ward dba Intelligence Acumen

Amount: \$262,000 Payable
 Receivable
 Other: _____

Scope of Work: Base agreement.
Will require separate task orders

Comments:

Grants and Contract Manager: JRH 1/15

BFS Administrator: RPM 1/15/09 - OK

Management Services Bureau Director: DP 1/15/09

Chief/Deputy Chief: JB 1-16-09

Haider, Cindy (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, December 23, 2008 8:39 AM
To: Haider, Cindy (WSP)
Subject: FW: WAJAC - Analysts

Cindy, for your files.....

From: Beckley, Paul (WSP)
Sent: Monday, December 22, 2008 4:35 PM
To: Lamoreaux, Marc (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Approved

Paul Beckley
Deputy Chief
Washington State Patrol
Service With Humility
360-596-4103

From: Lamoreaux, Marc (WSP)
Sent: Monday, December 22, 2008 4:28 PM
To: Beckley, Paul (WSP)
Cc: Maki, Bob (WSP); Hattell, Curt (WSP); Hugdahl, Jeff (WSP)
Subject: FW: WAJAC - Analysts

Deputy Chief Beckley,

Since these are personal service contracts, not a request to hire FTEs the request needs to go through BFS to solicit an exemption from OFM. To process this request from Captain Braniff, BFS needs your approval (As the Acting Chief) to "approve the requested exemption and provide purchase approval."

If you approve, Mr. Maki's shop will handle.

Thanks/Marc

Captain Marc Lamoreaux
Human Resource Division
(360) 704-2324
Marc.lamoreaux@wsp.wa.gov

From: Hattell, Curt (WSP)
Sent: Monday, December 22, 2008 4:11 PM
To: Lamoreaux, Marc (WSP)
Subject: Fw: WAJAC - Analysts

Marc, please advise on next steps.

Captain Curt Hattell
Office of Professional Standards
(360) 704-2333

Note: To ensure compliance with all administrative requirements and retention guidelines, please delete any e-mails regarding OPS cases after your review. When responding to any e-mails regarding OPS cases please delete the sent e-mail immediately.

From: Beckley, Paul (WSP)
To: Hattell, Curt (WSP)
Sent: Mon Dec 22 16:09:34 2008
Subject: RE: WAJAC - Analysts

They need to be run through HRD in the proper format for submission to DOP.

Paul Beckley
Deputy Chief
Washington State Patrol
Service With Humility
360-596-4103

From: Hattell, Curt (WSP)
Sent: Monday, December 22, 2008 2:23 PM
To: Beckley, Paul (WSP)
Subject: FW: WAJAC - Analysts

Chief, I am walking into this movie when it is almost over. This looks like something that should have your approval. Please let me know if this is something I can do or if it needs your blessing. Thanks, Curt

From: Drake, Randy (WSP)
Sent: Monday, December 22, 2008 2:17 PM
To: Braniff, Tim (WSP); Hattell, Curt (WSP)
Cc: Gurley, Traci (WSP)
Subject: Re: WAJAC - Analysts

Cpt,

AC approved it; however, we have all erased the email and Cindy Haider needs a copy in the file.

Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

From: Braniff, Tim (WSP)
To: Hattell, Curt (WSP)
Cc: Drake, Randy (WSP)
Sent: Mon Dec 22 13:43:22 2008
Subject: FW: WAJAC - Analysts

Acting Assistant Chief Hattell – We are unsure if this got forwarded to AC Ursino last week for approval, and with

1/14/2009

Geri out today I am hoping you can check or give your approval. Acting Captain Drake needs to get this process moving and we just need the AC's approval forwarded to Jeff Hugdahl and Bob Maki to make it happen. These are grant funded contract analysts who will work at the WAJAC. If you need any more info, just give me or Randy a call.

Thanks, Traci

From: Maki, Bob (WSP)
Sent: Friday, December 19, 2008 8:40 AM
To: Drake, Randy (WSP); Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP)
Subject: RE: WAJAC - Analysts

Randy: The Chief doesn't necessarily need to see the contracts. He just needs to approve the exemption of them from the spending freeze and provide purchase approval..

You can forward this to him and ask that he review/approve and forward to me/Jeff Hugdahl. We'll take it from there.

Thx, Bob

From: Drake, Randy (WSP)
Sent: Thursday, December 18, 2008 6:27 PM
To: Haider, Cindy (WSP); Braniff, Tim (WSP)
Cc: Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: RE: WAJAC - Analysts

Jeff and/or Bob,

Captain Braniff is on vacation for the remainder of the year. I have provided answers to the questions as per Cindy Haider's email found below. I do not have a copy of the contracts. Cindy, do you know if AC Ursino has received these contracts?

1. Purpose

The Washington State Fusion Center (WSFC) is in the process of hiring a total of six intelligence analysts (1 Lead Analyst and 5 Intelligence Analysts). The Lead Analyst position has already been approved. These are contractor positions. Background investigations will be required due to the nature and sensitivity of information available to analysts.

2. Fund Source and Amount

Contractors will be paid with funds from the Department of Homeland Security's State Homeland Security Grant. One million dollars has been allotted to fund these positions.

3. Does the purchase....

- Prevent material loss or damage to property, bodily injury, or loss of life?

The project provides a critical component (intelligence analysts) to Washington State's Statewide Integrated Intelligence System Plan (SWIIS). The spirit and intent of the SWIIS is to protect the citizens of Washington State by providing an intelligence capability focused on terrorism prevention.

- Stem from court orders or are required under the law?

No.

- Secure the receipt of federal or other funds as required by a grant?

Federal funds are available to fund the hiring of these contractors. An investment justification submitted to the Department of Homeland Security specifies that these funds will be used to fund intelligence analysts.

- Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?

The WSFC enhancement project is dependent upon the acquisition of intelligence analysts and continuation of the contracting process including background investigations on successful proposers.

4. What will happen if the purchase is not approved?

If not approved, the WSP will not be able to successfully secure the services of the above-described proposers and will not be in compliance with the WSP's own contractor proposal requirements.

Lt. Randy Drake, 88
Washington State Patrol
Washington State Patrol Intelligence Section
Washington State Fusion Center
Work: 206-262-2418

From: Haider, Cindy (WSP)
Sent: Wed 12/17/2008 2:52 PM
To: Braniff, Tim (WSP)
Cc: Drake, Randy (WSP); Hugdahl, Jeff (WSP); Maki, Bob (WSP)
Subject: WAJAC - Analysts

Captain Braniff,

The chosen candidates for the Criminal Intelligence Analysts to be located at WAJAC with the effective dates of January 15, 2009 through September 30, 2012 are the following:

Ms. Kathleen Almquist, Operational Applications Inc.
 Ms. Kia Graham, Operational Applications Inc.
 Ms. Sara Lacy, Operational Applications Inc.
 Mr. John Kristof, Kristof Analysis & Investigation Services
 Mr. James Ward, Intelligence Acumen

Due to the recent spending freeze please pass these pending personal services agreements to Assistant Chief Ursino for his approval. If he approves these contracts he needs to forward to either Jeff Hugdahl or Bob Maki for DC Beckley's approval. They will need the following questions answered:

1. Purpose
2. Fund Source and Amount
3. Does the purchase....
 - Prevent material loss or damage to property, bodily injury, or loss of life?
 - Stem from court orders or are required under the law?
 - Secure the receipt of federal or other funds as required by a grant?
 - Meet a mission-critical information technology requirement without which a system can fail, a project will encounter costly delays, or key deadlines are missed and penalties are incurred?
4. What will happen if the purchase is not approved?

Once approval through the chain of command has been received the contract can be then be processed and routed for signature as well as the approval may be needed by HRD to complete the background check.

Please let me know if you have any questions.

Thank-you,
Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Tuesday, January 13, 2009 3:36 PM
To: Drake, Randy (WSP)
Cc: Hugdahl, Jeff (WSP)
Subject: RE: One more question and I'm sending out the contract

His bid does contain an increase of 4%.

\$37.50 Initial to 9/30/09
\$39.00 10/09 to 9/10
\$40.56 10/10 to 9/11
\$42.18 10/11 to 9/12

He isn't an employee so there aren't any options for a performance and rate review.
(sorry)

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: Drake, Randy (WSP)
Sent: Tuesday, January 13, 2009 3:09 PM
To: Haider, Cindy (WSP)
Subject: Fw: One more question and I'm sending out the contract

What would the correct language be here? An increase wasn't in his bid...could we do it after a year anyway? I don't know.
Lieutenant Randy Drake
Washington State Patrol
Organized Crime Intelligence Unit
Washington State Fusion Center

From: James H. Ward
To: Drake, Randy (WSP)
Sent: Tue Jan 13 15:05:11 2009
Subject: One more question and I'm sending out the contract
Lt. Drake,

How are you doing? I wanted to talk over the phone, but was unable to reach you the last two days. I'm sure you've been busy. No big deal.

Before I sent out the signed contracts, I wanted to inquire if there are still possibilities for pay increases based on good performance? I'll never know unless I ask right?

If so, then after maybe four month, say May 29th 2009, could we have a performance and rate review? By that time we both should have a good idea of how everything is working out, and then I'll perhaps plan to relocate a little closer.

Sincerely,

James H. Ward
Cell: 253-232-6378
E-mail: [REDACTED]
Mailing Address: 7008 258th St. East, Graham, WA 98338

From: Randy.Drake@wsp.wa.gov [mailto:Randy.Drake@wsp.wa.gov]
Sent: Monday, December 29, 2008 5:43 PM
To: [REDACTED]
Subject: RE: Questionnaire complete

I doubt she'll get them out this week given the holiday right in the middle of everything. Thanks for the questionnaire. I have passed it on to the Human Resources people.

Lt. Randy Drake, 88
Washington State Patrol
Washington State Patrol Intelligence Section
Washington State Fusion Center
Work: 206-262-2418

From: James H. Ward [REDACTED]
Sent: Mon 12/29/2008 3:35 PM
To: Drake, Randy (WSP)
Subject: RE: Questionnaire complete

Lt. Drake,

Here is everything signed and ready for review. Is Cindy sending out the contract this week for me to sign?

See you soon.

Sincerely,

James H. Ward
Cell: 253-232-6378
E-mail: [REDACTED]
Mailing Address: 7008 258th St. East, Graham, WA 98338

From: Randy.Drake@wsp.wa.gov [mailto:Randy.Drake@wsp.wa.gov]
Sent: Saturday, December 27, 2008 10:56 AM
To: [REDACTED]
Subject: RE: 99% complete

That will work. Thanks.

1/14/2009

Lt. Randy Drake, 88
Washington State Patrol
Washington State Patrol Intelligence Section
Washington State Fusion Center
Work: 206-262-2418

From: James H. Ward [REDACTED]
Sent: Fri 12/26/2008 11:23 PM
To: Drake, Randy (WSP)
Subject: 99% complete

Lt. Drake,

In order to provide the best and most air tight background form I am attempting to acquire more addresses and phone numbers from some of my past supervisors that I have lost contact with as well as a landlord back in the United Kingdom; it's especially hard to track down some of these old military guys since they move around so much.

I have provided 4 of the 5 previous landlords that are possible and 3 of the 4 supervisors/superiors I've worked for that can potentially be reached and provide feedback.

If I can't get a hold of them by Monday would you like me to send it to you regardless before Monday COB?

Sincerely,



James H. Ward
Cell: [REDACTED]
E-mail: [REDACTED]
Mailing Address: 7008 258th St. East, Graham, WA 98338
James,

Congratulations and welcome to the team. We are extremely excited about working with you taking the Fusion Center to the next level.

Please complete the attached Background Questionnaire and return it to me. This will be used for the WSP background investigation. The process will begin once the form is returned.

Hope you have a great Holiday weekend. Take care.

Lt. Randy Drake, 88
Washington State Patrol
Washington State Patrol Intelligence Section Washington State Fusion Center
Work: 206-262-2418

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C090554PSC	
		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 James H. Ward		Contractor Doing Business As (DBA) Intelligence Acumen	
Contractor Address 7008 258 th St East Graham WA 98338		Contractor Federal Employer Identification Number [REDACTED]	
Contact Name Mr. James Ward		Contact Telephone 253-232-6378	
Contact Fax		Contact E-mail Address [REDACTED]	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date January 15, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$262,000	
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference: <ul style="list-style-type: none"> <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

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 C090553PSC or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

Haider, Cindy (WSP)

From: James H. Ward [REDACTED]
Sent: Wednesday, November 19, 2008 5:58 PM
To: Haider, Cindy (WSP)
Subject: RE: RFQQ C090433PSC

Cindy,

Nice to hear from you.

Here are my updated rates without the range-estimate that was in the original bid.

Lead:

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	\$40.50	\$42.12	\$43.80	\$45.56

Analyst:

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	\$37.50	\$39.00	\$40.56	\$42.18

I look forward to hearing from you soon. Thanks again for the opportunity to compete for these Intel positions.

Sincerely,

James H. Ward
 Cell: 253-232-6378
 Mailing Address: 7008 258th St. East Graham, WA 98338
 Home E-mail: [REDACTED]
 Work E-mail: JWard@TailoredSolutions.net

From: Cindy.Haider@wsp.wa.gov [mailto:Cindy.Haider@wsp.wa.gov]
Sent: Wednesday, November 19, 2008 2:56 PM
To: [REDACTED]
Subject: RFQQ C090433PSC

Mr. Ward,

I need clarification on the quotation given for proposed hourly rate. You have provided the attached but it doesn't state one rate per year. Please provide a new chart:

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

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090554PSC**
Task Order Number: **1**

Contractor: **James H. Ward dba Intelligence Acumen**

Period of Performance for Task Order: January 15, September 30,
Start Date: 2009 End Date: 2009

Description of Service: The Contractor shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$37.50.

Other Costs: WSP shall reimburse the Contractor for travel costs approved in advance by WSP according to the terms of WSP Contract No. C090554PSC.

Maximum Task Order Amount: \$62,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. James Ward, (253) 232-6378

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, January 09, 2009 12:03 PM
To: [REDACTED]
Subject: FW: Criminal Analyst
Attachments: JWard090554.doc; task order C090554PSC.doc

It would help if I had included the attachments.....

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Friday, January 09, 2009 11:58 AM
To: [REDACTED]
Subject: Criminal Analyst

Hello James,
Yesterday I mailed the envelope containing your contract and task order and as much as I double checked my "crossing my t's and dotting my i's" I inadvertently put the wrong Start Date.

I have attached the corrected contract and task order and would appreciate if you would print out two pages of the first page of the contract and two each of the task order. The first page of the contract will replace the incorrect page on the contract you will be receiving.

Please let me know if you have any questions and sorry for any inconvenience
Hope you are doing well in this continuing Washington winter weather.

Take care,
Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

January 8, 2009

Mr. James Ward
Intelligence Acumen
7008 258th St East
Graham WA 98338

Dear Mr. Ward:

Subject: WSP Agreement No. C090554PSC and Task Order No. 1

Enclosed are two sets of the referenced agreement and task order between you and the Washington State Patrol. Once you have signed these originals, please return all originals to the following:

Ms. Cindy Haider
Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

One fully executed original of each will be returned to you for your records. The Washington State Patrol contract tracking number is referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Haider at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosures

FILED
1/8/09



**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C090554PSC**
Task Order Number: **1**

Contractor: **James H. Ward dba Intelligence Acumen**

Period of Performance for Task Order: January 1, September 30,
Start Date: 2009 End Date: 2009

Description of Service: The Contractor shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor during this Task Order is the WAJAC.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$37.50.

Other Costs: WSP shall reimburse the Contractor for travel costs approved in advance by WSP according to the terms of WSP Contract No. C090554PSC.

Maximum Task Order Amount: \$62,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. James Ward, (253) 232-6378

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature Date

Printed Name

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C090554PSC	
		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 James H. Ward		Contractor Doing Business As (DBA) Intelligence Acumen	
Contractor Address 7008 258 th St East Graham WA 98338		Contractor Federal Employer Identification Number [REDACTED]	
Contact Name Mr. James Ward		Contact Telephone 253-232-6378	
Contact Fax		Contact E-mail Address [REDACTED]	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date January 1, 2009	Contract End Date September 30, 2012	Maximum Contract Amount \$262,000	
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 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.

<u>Contractor Employee</u>	<u>Location of Work</u>
James Ward	WAJAC

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 maintain 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 42.17 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.

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

Contractor Employee	Initial – 9/30/09	10/1/09 – 9/30/10	10/1/10 – 9/30/11	10/1/11 – 9/30/12
James Ward	\$37.50	\$39.00	\$40.56	\$42.18

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>

6. Insurance Requirements.

- a. 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.
- b. 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.

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 judgement 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.

Haider, Cindy (WSP)

CD90563 PSC

From: Haider, Cindy (WSP)
Sent: Monday, December 22, 2008 11:26 AM
To: [REDACTED]
Subject: WSP RFQQ No. C090433PSC

Mr. Ward,
Congratulations; you have been selected as an Apparent Successful Proposer for this procurement. The Start Date for this contract will be January 15, 2009. Two original contracts and Task Order No. 1 will be mailed out to you for signature within the next two weeks. Please sign both sets and mail both sets back to my attention at the address listed on the cover letter that will be enclosed.

Please let me know if you have any questions.
Thank-you and Merry Christmas,

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Engine	[REDACTED]	602580868	Mr.	Micheal	Dorsey	3300 NE 1 st	Ridgefield	WA	98642	(425) 531-2735	(503)786-3167	[REDACTED]	Mr.	Nicholas	Jones
2	Nighthawk Analytical	[REDACTED]	602117883	Mr.	Harry	Hansen	27306 SE 1 st	Sammamis	WA	98075	(206) 940-0235		nighthawkanalytical@	Mr.	Harry	Hansen
3	Dan K. Melton	[REDACTED]	602559115	Mr.	Dan	Melton	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Mr.	Dan	Melton
4	Michael R. Chamness	[REDACTED] 563	602111069	Mr.	Michael	Chamness	8280 NE B	Bainbridge	WA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Mr.	Michael	Chamness
5	Chad R. Melton	[REDACTED] 7	602558289	Mr.	Chad	Melton	[REDACTED]	[REDACTED]	[REDACTED]	98110	(360) 551-2183		mchamnes@leo.gov	Mr.	Chad	Melton
6	KSNK Enterprise	20-0674694	602373741	Mr.	Kenneth	Crow	PO Box 77	Issaquah	WA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Mr.	Chad	Melton
7	Kristof Analysis & Investiga	[REDACTED]	602877420	Mr.	John	Kristof	7326 46th	Seattle	WA	98027	(425) 837-0229	(425)837-0229	kcrow@ais-seattle.c	Mr.	Ken	Crow
8	Intelligence Acumen	[REDACTED]		Mr.	James	Ward	7008 258 th	Graham	WA	98115	(206) 262-2382	(206) 473-8736	jkristof@leo.gov	Ms.	John	Kristof
9	Centra Technology Inc.	[REDACTED]	52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt	Burlington	MA	98338	(253) 232-6378		[REDACTED]	Mr.	James	Ward
9c	Centra Technology Inc.	[REDACTED]								1803	(781) 272-7892	(781) 272-7883	osullivane@centram	Ms.	Amy	Kanawi
9d	Centra Technology Inc.	[REDACTED]												Ms.	Olivia	Goodman
9e	Centra Technology Inc.	[REDACTED]												Mr.	Nathan	Miller
9f	Centra Technology Inc.	[REDACTED]												Mr.	Michael	Steinberg
9g	Centra Technology Inc.	[REDACTED]												Mr.	Evan	Waidley
		[REDACTED]												Ms.	Victoria	Allen
10a	Operational Applications	[REDACTED]	602632122	Mr.	Doug	Larm	4227 Sout ^h	Puyallup	WA	98374	(253) 226-9564		doug.larm@operati	Mr.	Dennis	Gerber
10b	Operational Applications	[REDACTED]												Ms.	Sara	Lacy
10c	Operational Applications	[REDACTED]												Ms.	Kathleen	Almquist
10d	Operational Applications	[REDACTED]												Ms.	Kia	Graham
10e	Operational Applications	[REDACTED]												Ms.	Neoma	Skye
11	The Confluence Group Inc	20-4527781	602589963	Mr.	Luis	Vega	2829 Ruck	Everett	WA	98201	(425) 212-3500	(425)212-3535	lvega@confluenceca	Mr.	David	Malinowski
11a	The Confluence Group Inc	[REDACTED]												Mr.	Brinkley	Harrell
11b	The Confluence Group Inc	[REDACTED]												Mr.	Bob	Korter
11c	The Confluence Group Inc	[REDACTED]												Mr.	Francisco	Olivarez
11d	The Confluence Group Inc	[REDACTED]												Mr.	Carlos	Alvarez
11e	The Confluence Group Inc	[REDACTED]												Ms.	Alice	Switzer

LEADS

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last
1	Network Transport Engine	[REDACTED]	602580868	Mr.	Micheal	Dorsey	3300 NE 1 st	Ridgefield	WA	98642	(425) 531-2735	(503)786-3167	[REDACTED]	Mr.	Nicholas	Jones
8	Intelligence Acumen	[REDACTED]		Mr.	James	Ward	7008 258 th	Graham	WA	98338	(253) 232-6378		[REDACTED]	Mr.	James	Ward
9	Centra Technology Inc.	[REDACTED]	52-1405842	Ms.	Eileen	O'Sullivan	25 Burlingt	Burlington	MA	1803	(781) 272-7892	(781) 272-7883	osullivane@centram	Ms.	Amy	Kanawi
9a	Centra Technology Inc.	[REDACTED]												Mr.	Steve	Mazel
9b	Centra Technology Inc.	[REDACTED]												Mr.	Scott	Whippo
10	Operational Applications	[REDACTED]	602632122	Mr.	Doug	Larm	4227 Sout ^h	Puyallup	WA	98374	(253) 226-9564		doug.larm@operati	Mr.	Bill	Evans

Responsive	Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts (Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70	Ref 1	Ref 2	
Yes	\$44.00	\$44.00	\$44.20	\$44.20	\$44.10	13.54	8.00	8.00	8.00	8.00	56.00	45.00	50.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	38.00	40.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	0.00	0.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	6.00	6.00	6.00	6.00	42.00	41.00	47.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	7.00	7.00	7.00	7.00	49.00	47.00	42.00	
Yes	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	11.94	5.00	5.00	5.00	5.00	35.00	44.00	44.00	
Yes	\$37.50	\$39.00	\$40.56	\$42.18	\$39.81	15.00	6.00	6.00	7.00	6.33	44.33	44.00	45.00	
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46	7.00	7.00	7.00	49.00	50.00	50.00	
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes	WITHDREW	\$48.34	\$50.76	\$53.30	\$55.97	\$52.09	11.46							
Yes		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	5.00	5.00	5.00	5.00	35.00	47.00	47.00
Yes		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	8.00	8.00	7.00	7.67	53.67	50.00	0.00
Yes		\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	6.00	6.00	6.00	6.00	42.00	50.00	46.00
Yes		\$48.00	\$50.00	\$52.00	\$54.00	\$51.00	11.71	7.00	7.00	7.00	7.00	49.00	50.00	46.00
No		\$50.00	\$52.00	\$54.00	\$56.00	\$53.00	11.27	7.00	7.00	8.00	7.33	51.33	0.00	43.00
No														
No														
No														
No														

Responsive	Rate 1	Rate 2	Rate 3	Rate 4	Avg	Cost Pts (15)	Eval 1	Eval 2	Eval 3	Quest Rav	Quest (70	Ref 1	Ref 2
Yes	\$51.00	\$51.00	\$52.00	\$52.00	\$51.50	17.48							
Yes	\$40.50	\$42.12	\$43.80	\$45.56	\$43.00	20.93	6.00	6.00	6.00	6.00	42.00	45.00	50.00
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30	4.00	4.00	4.00	4.00	28.00	50.00	50.00
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30							
Yes	\$58.39	\$61.31	\$64.38	\$67.60	\$62.92	14.30							
Yes	\$60.00	\$63.00	\$66.00	\$69.00	\$64.50	13.95	8.00	7.00	8.00	7.67	53.67	50.00	50.00

Ref 3	Ref Raw A	Ref (15 pt)	Total Score
47.00	47.33	14.20	83.74
37.00	38.33	11.50	58.44
0.00	0.00	0.00	46.94
49.00	45.67	13.70	67.64
45.00	44.67	13.40	74.34
28.00	38.67	11.60	58.54
47.00	45.33	13.60	69.88
47.00	49.00	14.70	78.70
			11.46
			11.46
			11.46
			11.46
			11.46
			11.46
45.00	46.33	13.90	60.17
44.00	31.33	9.40	74.33
46.00	47.33	14.20	67.91
0.00	32.00	9.60	70.31
42.00	28.33	8.50	71.10
			0.00
			0.00
			0.00
			0.00

Ref 3	Ref Raw A	Ref (15 pt)	Total Score
47.00	47.33	14.20	56.20
47.00	49.00	14.70	42.70
			0.00
			0.00
			0.00
50.00	50.00	15.00	68.67

- Assessment:
 - Motive for the murder may be related to intimidation of wavering loyalty among MS-13 members. Zero tolerance for leaving.
 - Both Mr. Torres and Mr. Cabrera fit the profile of a MS-13 member as described below (between age 13-30).
 - Since they have provided further information about five other individuals, they are at risk of retaliation from MS-13.
 - MS-13 in local area may conceal appearance once they are aware of police
 - Instead of 13 they will wear 67 or 76
- Possible COA
 - Prevention: Better assist in integrating El Salvadorian immigrants into population (main cause for the gang origin was segregation)
 - Reaction: Continue to police areas where MS-13 involvement exists

SITUATION REPORT

- Location: Park Rd. Hillside Ave, Charlotte, NC 28209
 - July 25th 2006 Police called to murder scene at Hillside Ave
 - 2 Salvadorans were apprehended
 - Javier Torres and
 - DOB 3/21/85
 - Male
 - H 5'9"
 - Weight 165lbs
 - Hair: Brn
 - Eye Brn
 - MS-13 Tattoos on chest and back
 - Alfonso Cabrera
 - DOB 8/7/86
 - Sex: M
 - 5'8", weight 170lbs
 - Hair Brn, Eyes Brn.
 - MS-13 Tattoos on legs
 - reside illegally in US attempting to flee on foot
 - Suspects bragged about the murder
 - Involved with Mara Salvatrucha (MS-13) organization
 - New group formed in Duplin county
 - They provided info on five other members:
 - David Espinosa,
 - Franco Hernandez,
 - John Salamone,
 - Herbert Cochran,
 - Edward Allegro
 - The two suspects were here 2 months ago casing area planning for murder

MS-13 OVERVIEW

Mara Salvatrucha or MS-13

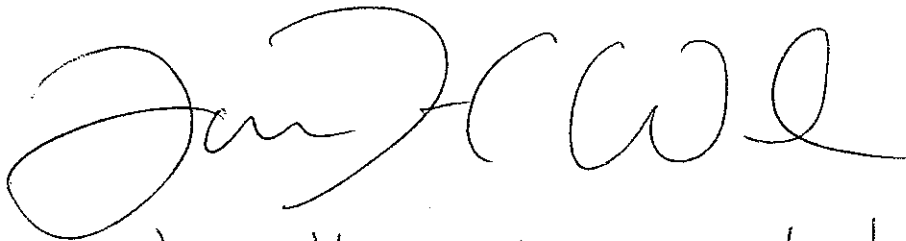
- Risk to Public
 - Murder, assaults, rape
 - Recruits aggressively among school-age Latino youth
 - Protection at prostitution houses, car theft, and property crimes
- Membership
 - Dominantly El Salvadoran but includes Latino members from Central America
 - Recruits school age youth in Latino communities
 - Hang around high schools and lure prospects with “skip parties”
 - Skip parties offer sex, alcohol, and drugs
 - Hard to leave gang (unless starting a family)
 - Typical member: 13-30yrs old and typically male
 - Initiation via “jumped in” (group beating), duration is 13 seconds
 - Females are “sexed” in with multiple members of the gang
- Size
 - Loosely organized
 - Vary 10-500 members
 - 20-25 average gang size in Maryland
 - Leadership visit multiple clique organization meetings to network
- Identification
 - Adapt to police
 - Stop wearing blue and white
 - Instead of 13 they will wear 67 or 76
 - Tattoos, clothing, graffiti, and hand signs
 - Tattoo size indicates involvement
 - Number 13 in Arabic numerals or roman numerals MSXIII
 - Blue bandana sometimes black
 - Worn around wrist, neck, forehead, pocket
 - Wear sports clothing with 13, 23, or 3 displayed
 - Favorites (Allen Iverson and Kurt Warner) 3 and 13
 - Nike Air Jordan hats
 - NY Yankees apparel
 - Graffiti MS-13 territory
 - Hand signs: devil’s horns or gang’s initials
 - Call one another “southerner” abbreviated SUR
 - Wear blue and white colors taken from national flag of El Salvador
- Overview
 - Arrived as a result of civil war in Salvador
 - Objective to protect fellow members
 - Considered outcasts in LA Latino communities
 - 8,000 members total
 - 27 states in and in District of Columbia and El Salvador
- Operations
 - Smuggling

- Selling illegal drugs
- Provide protection for home-invasion robberies
- Weapons smuggling
- Car jacking
- Extortion
- Murder
- Rape
- Intimidation
- Illegal firearm sales
- Aggravated assault
- Grand theft (auto theft)
- Weapons
 - Machetes
 - Handguns
 - Assault weapons
 - Knives
 - Baseball bats
- Significant Locations
 - Montgomery and Prince George's counties
 - Langley Park
 - Takoma Park
 - Howard County-auto theft
- Graffiti areas
 - Baltimore City
 - Baltimore
 - Carroll county
 - Frederick
 - Harford
 - WA counties
- Meeting Areas (Counties)
 - Charles
 - Calvert
 - St. Mary's
 - Wicomico
 - Worcester
- Problem Areas
 - Prince George's County
 - Langley Park
 - Assaults
 - Murders
 - Rapes
 - Extortion
 - Prostitution rings
 - Thefts from autos
 - Montgomery County
 - Silver Spring

- Wheaton
- Rockville
- Gaithersburg
 - Assaults
 - Rapes
 - Homicides
- Allies and Rivals
 - Biggest rivals 18th St Gang
 - South Side Locos (SSL)
 - Street Thug Criminals (STC)
 - STC constantly fight MS-13

CURRENT ISSUE

- Murder in Nassau County N.Y.
- MS-13 involvement
- Purpose: intimidate unfaithful members
- Territory expanding to Long Island
- Further organization efforts on East coast
- Leadership coming from California and El Salvador
- Gang activity and migration is spreading to suburban areas
- Arrested 16 leaders in Nasau County
- Hard to crack down because of zero tolerance policy for abandoning gang
- New turf in Maryland communities
- Estimating 5,000-6,000 MS-13 members in the metropolitan area



James H. Ward

12/17/08

12/15/08
12:31pm

Debriefing: James Ward, Intelligence Acumen

Conducted by Lt. Drake and Cindy Haider - Conference Call

Applicant asked about questions from interview process and what he can improve for the next interview. Lt. Drake used one in particular as an example to point out that Mr. Ward needed to provide further details and in depth experience. Over all Mr. Ward did a great job. He is looking forward to the Criminal Analyst position interview scheduled for this Wednesday.

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.

Haider, Cindy (WSP)

From: James H. Ward [REDACTED]
Sent: Thursday, December 11, 2008 9:38 PM
To: Haider, Cindy (WSP)
Subject: RE: WSP RFQQ No. C090433PSC

Monday at 12:30pm sounds great. My phone number is 253-232-6378.

Sincerely,

James H. Ward
Phone: 253-232-6378
Mailing Address: 7008 258th St. East Graham, WA 98338
Home E-mail: [REDACTED]

From: Cindy.Haider@wsp.wa.gov [mailto:Cindy.Haider@wsp.wa.gov]
Sent: Thursday, December 11, 2008 4:53 PM
To: James.Ward@Juno.com
Subject: FW: WSP RFQQ No. C090433PSC

Actually how does 12:30pm on Monday, December 14th, sound? Please confirm your cell phone number – thanks.

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Thursday, December 11, 2008 4:48 PM
To: [REDACTED]
Subject: FW: WSP RFQQ No. C090433PSC

Mr. Ward – We hope to schedule the conference call on Monday or Tuesday of next week. I will call you on Monday morning to confirm a good time.

Thanks for your patience.

Cindy Haider
WSP Contracts
360-596-4071
cindy.haider@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Wednesday, December 10, 2008 10:58 AM
To: 'James H. Ward'
Subject: RE: WSP RFQQ No. C090433PSC

Sorry for the delay, I have been out of the office. I will arrange a conference call time with Lt. Drake and get back

12/15/2008

to you with this information.

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

From: James H. Ward [mailto:James.Ward@Juno.com]
Sent: Tuesday, December 09, 2008 11:08 AM
To: Haider, Cindy (WSP)
Subject: RE: WSP RFQQ No. C090433PSC

Cindy,

My cell phone is the best way to reach me for the debriefing.

Thank you very much for the offer.

Sincerely,

James H. Ward
Cell: 253-232-6378
Mailing Address: 7008 258th St. East Graham, WA 98338
Home E-mail: [REDACTED]
Work E-mail: JWard@TailoredSolutions.net

From: Cindy.Haider@wsp.wa.gov [mailto:Cindy.Haider@wsp.wa.gov]
Sent: Thursday, December 04, 2008 2:31 PM
To: [REDACTED]
Subject: WSP RFQQ No. C090433PSC

Mr. Ward,

We appreciate the time and effort you provided in developing and submitting a response to the RFQQ for the Lead Criminal Intelligence Analyst, however, another proposer was named the Apparent Successful Proposer for this Lead position. You have been or will be contacted for an interview for the Criminal Intelligence Analyst.

If you would like a debriefing on your proposal in regards to the Lead Criminal Intelligence Analyst, please contact me by e-mail no later than 4:30p.m. PST on December 9, 2008. As stated in the RFQQ.

- Discussion will be limited to a critique of the requesting Consultant's proposal.
- Comparisons between proposals or evaluations of the 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.

I can be reached via e-mail at cindy.haider@wsp.wa.gov. Please let me know if you have any questions concerning this message.

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Thursday, December 04, 2008 2:31 PM
To: [REDACTED]
Subject: WSP RFQQ No. C090433PSC

Mr. Ward,

We appreciate the time and effort you provided in developing and submitting a response to the RFQQ for the Lead Criminal Intelligence Analyst, however, another proposer was named the Apparent Successful Proposer for this Lead position. You have been or will be contacted for an interview for the Criminal Intelligence Analyst.

If you would like a debriefing on your proposal in regards to the Lead Criminal Intelligence Analyst, please contact me by e-mail no later than 4:30p.m. PST on December 9, 2008. As stated in the RFQQ.

- Discussion will be limited to a critique of the requesting Consultant's proposal.
- Comparisons between proposals or evaluations of the 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.

I can be reached via e-mail at cindy.haider@wsp.wa.gov. Please let me know if you have any questions concerning this message.

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

REFERENCE CHECK FORM

Vendor Name James Ward Intelligence Acumen Vendor Number 8
Evaluator Name Randy Drake

50

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature Randy Drake Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 1 for James Ward

Reference Name Matthew Cannady

Point of Contact Name _____

Phone: 253-982-4584

1. What did the proposed Analyst do for your company? Score: 10

2. Why did they choose the proposed Analyst? Score: 10
Came in as a contractor. No say. He proved his value to us.

3. Proposed Analyst performance vs. expectations Score: 10
New and better ways to do things always looking ahead.

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 10

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 10

Echo Kattie's sentiments
(Catherine Madderson)
He was in the room when I
called Cpt Madderson.

REFERENCE CHECK FORM

(50)

James Ward
 Vendor Name Intelligence Acumen Vendor Number 8
 Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

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Signature Randy Drake Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 2 for James Ward

Reference Name Cpt Catherine Madderson

Point of Contact Name _____

Phone: 253-982-4585

1. What did the proposed Analyst do for your company? Score: 10
Current Intel products Daily Briefs
Various classification levels. Written/draf
Weekly Briefs, Intel web-site, created
web site from scratch. Training Threats
CT.
2. Why did they choose the proposed Analyst? Score: 10
Positive person. Prior active duty Intel NCO
Hard worker. Runs w/ projects.
3. Proposed Analyst performance vs. expectations Score: 10
Excellent Exceeded Expectations
Lots of ideas.
6. Ability of the proposed Analyst to meet schedules and deadlines Score: 10
Web site timeline (6 mos) He did it in
less time. Like that with everything
7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 10
Positive. Happy Great attitude

(10)

I'd take him back in a heartbeat

50.00

REFERENCE CHECK FORM

Vendor Name James Ward Intelligence Acumen Vendor Number 8 47
Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature Rall & DL Date 11-19-08

Please provide a raw score of 0-10 based on the reference's response to each of the following questions. Cost will be scored by the WSP Contracts Manager. Generally, you should score responses according to the following scale:

- 10 = The reference indicates that the proposed Analyst provided a new and revolutionary approach that resulted in a great deal of efficiencies while providing an exceptional product.
- 7 = The reference indicates the proposed Analyst used sound methods to provide a better than average product.
- 5 = The reference indicates that the proposed Analyst met its contractual requirements.
- 3 = The reference indicates the proposed Analyst partially met its contractual requirements.
- 1 = The reference indicates the proposed Analyst met very few of its contractual requirements.
- 0 = The reference indicates the proposed Analyst did not meet any of its contractual requirements.

OR

- 10 = The work performed by the proposed Analyst is the same work proposed for WSP
- 7 = The work performed by the proposed Analyst for the reference is fully relative to the work proposed for WSP.
- 5 = The work performed by the proposed Analyst has some relevance for the work proposed for WSP.
- 3 = The work performed by the proposed Analyst has minimal relevance towards the work proposed by WSP.
- 0 = The work performed by the proposed Analyst has no relevance towards the work proposed by WSP.

Reference Check No. 3 for James Ward

Reference Name George Saratsis

Point of Contact Name _____

Phone: 253-982-4588

1. What did the proposed Analyst do for your company? Score: 10
A little of everything. Briefings / Web site
construction. Day to Day gathering of info.

2. Why did they choose the proposed Analyst? Score: 10
N/A

3. Proposed Analyst performance vs. expectations Score: 10
Exceeds. Wish we didn't have to
lose him. "Money thing"

6. Ability of the proposed Analyst to meet schedules and deadlines Score: 8
Always met them

7. Attitude of proposed Analyst (friendly, adversarial, etc.) Score: 9
Positive. Easy to get along

High learning curve. He handled it well.

11/20 - 1443 - msg left.

47.0

Vendor Name Intelligence Acumen

Vendor Number 8

Team Member Name James Ward

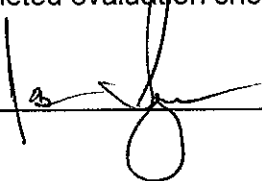
- Proposed for Criminal Intelligence Analyst Services
- Proposed for Criminal Intelligence Analyst Lead Services
- Proposed for Both

Evaluator Name JAMES SZRAMA

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature 

Date 11/19/09

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

- For Questions 1:
- 10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.
 - 7 = The proposed staff meets or exceeds all requirements to provide a better than average product.
 - 5 = The proposed staff meets the requirements of the RFQQ.
 - 3 = The proposed staff partially meets the requirements of the RFQQ.
 - 1 = The proposed staff meets very few of the requirements of the RFQQ.
 - 0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 7

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) 4

Notes:

Vendor Name Intelligence Acumen

Vendor Number 8

Team Member Name James Ward

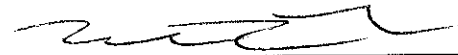
- Proposed for Criminal Intelligence Analyst Services
 Proposed for Criminal Intelligence Analyst Lead Services
 Proposed for Both

Evaluator Name Teck Turner

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

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Signature 

Date 11/19/05

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

7 = The proposed staff meets or exceeds all requirements to provide a better than average product.

5 = The proposed staff meets the requirements of the RFQQ.

3 = The proposed staff partially meets the requirements of the RFQQ.

1 = The proposed staff meets very few of the requirements of the RFQQ.

0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 7

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

- 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'

Criminal Intelligence Analyst Lead Services Team Member Qualifications/Experience

Raw Score (1-10) 4

Notes:

Vendor Name Intelligence Acumen

Vendor Number 8

Team Member Name James Ward

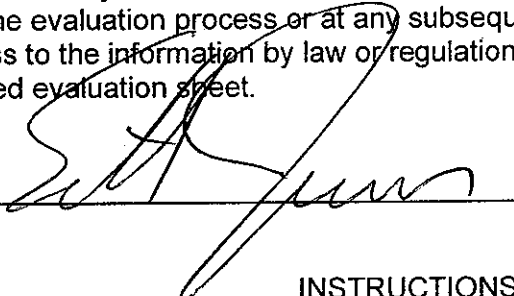
- Proposed for Criminal Intelligence Analyst Services
- Proposed for Criminal Intelligence Analyst Lead Services
- Proposed for Both

Evaluator Name Scott Harmon

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature 

Date 11-18-09

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

- 10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.
- 7 = The proposed staff meets or exceeds all requirements to provide a better than average product.
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- 3 = The proposed staff partially meets the requirements of the RFQQ.
- 1 = The proposed staff meets very few of the requirements of the RFQQ.
- 0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience for Criminal Intelligence Analyst Services

Is the Team Member Proposed for Criminal Intelligence Analyst Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

- 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'.

Criminal Intelligence Analyst Services Team Member Qualifications/Experience

Raw Score (1-10) 7

Notes:

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

Is the Team Member Proposed for Criminal Intelligence Analyst Lead Services?

Yes No

Do the certificates of completion/proof of training match the claimed experience?

Yes No

- 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'

Criminal Intelligence Analyst, Lead Services Team Member Qualifications/Experience

Raw Score (1-10) 4

Notes:

Maj Craig S. Miller
352 Operations Support Squadron
RAF Mildenhall, UK
PSC 37 Box 315
APO, AE 09459

TO WHOM IT MAY CONCERN,

It is my pleasure to recommend Mr. James Ward for a position within your organization. James worked for me while in the US Air Force. He was an all-source intelligence analyst within our Air Force Special Operations Group. During his time working for me he served in many capacities: briefing commanders, training software applications, as a first line supervisor, and countless other duties.

I relied on James to train my new troops and further the training of my older analysts. He built a training program for our primary aviation planning software suite. James was able to show how to overlay multiple data streams to build a coherent analytical tool that our analysts and crews could use in training and while flying combat missions in Southwest Asia. To do this he had to use multiple software applications and intranets to build his coursework. We still use his lessons as our benchmark for computer based training.

James also took on the challenge to organize a three day Africa course for our Group as a whole. He was able to find a college professor to teach the course. James then coordinated across our Air Force Base to arrange facilities, video taping services, attendance from multiple organizations, etc. In three days James was able to get over 40 people the equivalent of approximately 2 credit hours of undergraduate training on our Group's primary area of responsibility. The course was a huge success and he was personally thanked by our group commander for his efforts.

James was one of my front line supervisors who were responsible for every aspect of his young troops work. He trained them up to be combat mission ready and pushed them to excel. He was very successful, and as a result many of his troops won awards across our squadron. James was also able to deal with my most difficult troop. The young man ran into trouble with the authorities. James' maturity and professionalism helped tremendously as I had to separate James' young charge from the military.

James is the total package: technical skills, analytical ability, academic interest, managerial and people skills. I relied heavily on James for my organization to complete our highly classified and worldwide mission. James was able to meet every challenge that I handed him. For me the bottom line is that if I owned my own business I'd hire James, because he makes great things happen.

If you would like to contact me to further discuss James's qualifications and capabilities please contact me at craig.miller@mildenhall.af.mil. If you would prefer to talk via phone please e-mail me and we can set up a time to talk. I'm currently deployed to Cyprus with the 352nd and phone contact is difficult, but needs to be arranged ahead of time.

//Signed//
CRAIG S. MILLER, Maj, USAF
352 OSS/A2



**DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 352D SPECIAL OPERATIONS GROUP (AFSOC)
APO AE 09459**

Douglas E. Strouth
PSC 37 BOX 3741
APO AE 09459

September 19, 2006

MEMORANDUM TO WHOM IT MAY CONCERN

The purpose of this letter is to recommend James H. Ward for employment. I worked with James for three years while he was assigned to the 352d Special Operations Group. He always displayed a high degree of integrity, responsibility, and professionalism and is definitely a leader rather than a follower.

James possesses excellent office and administrative skills necessary to administer a project, while motivating his co-workers to excel. The intelligence he developed using multiple classified networks for five unit commanders and over 1,000 personnel was accurate, concise, and delivered ahead of schedule. His good judgment and mature outlook ensured practical solutions to complex problems; in just one example saving over \$5,000 in operational funds.

A unique individual with a positive attitude, he smoothly executed such diverse responsibilities as writing employee performance reports; tracking deployment expenses; training new analysts; and managing equipment inventories with almost no oversight or direction necessary. He was recognized for demonstrated superior performance that ensured successful accomplishment of Special Operations missions on two continents. James would be an asset to any organization, and I am happy to give him my wholehearted endorsement.

Sincerely,

Douglas E. Strouth, Master Sergeant, USAF
Intelligence Superintendent

David Amar, Capt, USAF
DOD Human Spaceflight Payload Manager
211-02 75th Ave, Apt 6L
Oakland Gardens, NY 11364

TO WHOM IT MAY CONCERN,

I have had the distinct pleasure of knowing James Ward for over two years. James and I served in the USAF together while we were assigned to the 352 Special Operations Group at RAF Mildenhall, United Kingdom. When James worked for me he was responsible for briefing the Group Commander on the Current Intelligence within the European and African Areas of Responsibilities. Additionally, he was responsible for ensuring intelligence information flowed to our subordinate units utilizing various intelligence and telecommunication systems.

As James' supervisor I had first hand experience witnessing almost all of his distinct skills. By far he was the best briefer that I have seen. His ability to capture a room's attention when giving a brief is mesmerizing. This was confirmed by our commanders and other supervisors. The commanders would praise his briefing skills and performance over and over again. Furthermore, I saw the sacrifices he made and diligent work that he put in leading up to the briefs. He would come in at 430 in the morning to update the brief and make sure the commander had the most current intelligence. Another example of James' dedication: when James got to the unit, he found that no one really had a good way to convey the important topics of Africa to the new personnel. Additionally, he realized he didn't understand Africa as well as he needed to for the job. James went out and meticulously researched, crafted and edited a presentation on the important and significant parts of Africa. Not only did he research this information so he could learn, he then made sure to prepare and present it in a format that others could learn from. This presentation is so good that it is still being used even after he has left the unit to educate dozens of new personnel.

Furthermore, James Ward is the most knowledgeable person I know when it comes to MS PowerPoint and other MS office products. He could create a presentation in half the time as most of his colleagues. Sometimes he would finish his work and then take time to help others with their products. However, this is not the essentially unique aspect of James. What sets James above the rest is his ability to learn quickly and teach himself when necessary. If James does not understand or know something he will research it, find the answer, train himself and then prepare materials to train others so that he can share what he learned. This trait of sharing his knowledge is very characteristic of James and important in fostering a good and developing work environment.

James was also one of the best supervisors/leaders I have met. James was the epitome of AF leadership when he led his subordinates. He made sure that everything his subordinate needed to accomplish the mission was there for him. He paid more attention to his subordinates needs than his own personal needs." If it wasn't available James made sure to immediately go out and get it so that the mission could be accomplished. James' concern over his subordinates first exemplifies the USAF Core Value of "Service Before Self."

James Ward will make a great addition to your workforce and/or company. While at the 352 SOG he was a major contributor and the entire leadership sorely misses him and his expertise. Whatever employer takes him on next will be gaining a key asset to their business that will have the opportunity to grow with him.

DAVID AMAR, Capt, USAF
DoD Human Spaceflight Payload Manager
DoD Space Test Program



University of Maryland University College *Europe*

September 17, 2006

TO WHOM IT MAY CONCERN,

I am happy to write a letter of recommendation for James Ward. I have had the pleasure of being James' instructor for Introduction to Psychology. He is one of the best students I have taught demonstrating excellent understanding of the concepts presented in class, a strong motivation to do his best in all things and a clear empathy for other people. While I can not speak directly to his abilities related to computer skills and accounting abilities, I have no doubt that he will be dedicated to his work, motivated to do his best and responsible in all decisions that need to be made. James demonstrated a willingness to learn new things and challenged himself in all areas that I generally do not see in the average student. James also never backed-down from a challenge and always demonstrated important critical thinking skills when evaluating a class assignment or lecture topic. In addition, James' ability to understand and apply what he has learned is in the top 10% of all students I have taught. Lastly, James' easy manner and happy demeanor made him an enjoyable student to have in class. In conclusion, I highly recommend James Ward for this position and have no doubt that he will be an asset to your company. Please do not hesitate to contact me if you have any further questions. I can be reached via email at: lbrooks8@faculty.ed.umuc.edu or by phone:

011351295549311.

Sincerely,

Dr. Lisa R. Brooks

Associate Professor

University of Maryland

University College Europe

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 _ C090433PSC (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

James H. Ward | Intelligence Analyst
Printed Name and Title

Friday, November 14, 2008
Date

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) WARD, JAMES HUNTER		2. DEPARTMENT, COMPONENT AND BRANCH AIR FORCE - USAF		3. SOCIAL SECURITY NUMBER [REDACTED]	
4a. GRADE, RATE OR RANK SSGT	4b. PAY GRADE E5	5. DATE OF BIRTH (YYYYMMDD) [REDACTED]	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20070714		
7a. PLACE OF ENTRY INTO ACTIVE DUTY DES PLAINES, IL		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) [REDACTED]			

8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 352 OPERATION SUPPORT SQ (SOC)		b. STATION WHERE SEPARATED MCCHORD AFB WA			
9. COMMAND TO WHICH TRANSFERRED USAFR			10. SGLI COVERAGE AMOUNT: \$400,000 NONE		

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 1N071 - OPERATIONS INTELLIGENCE CRAFTSMAN 6 YEARS AND 10 MONTHS	12. RECORD OF SERVICE		
	a. DATE ENTERED AD THIS PERIOD	1999	SEP 01
	b. SEPARATION DATE THIS PERIOD	2006	AUG 31
	c. NET ACTIVE SERVICE THIS PERIOD	07	00 00
	d. TOTAL PRIOR ACTIVE SERVICE	00	00 00
	e. TOTAL PRIOR INACTIVE SERVICE	00	01 16
	f. FOREIGN SERVICE	00	11 20
	g. SEA SERVICE	00	00 00
	h. EFFECTIVE DATE OF PAY GRADE	2004	JUL 01

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) Air Force Achievement Medal, Air Force Training Ribbon, National Defense Service Medal, Air Force Longevity Service Award, USAF NOO Professional Military (SEE REMARKS)		14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) Basic Military Training, 6 wks, Oct 99; Operations Intelligence Apprentice, 22 wks, Jun 00; (SEE REMARKS)	
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15a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM	YES	X	NO	
b. HIGH SCHOOL GRADUATE OR EQUIVALENT	X	YES	NO	
16. DAYS ACCRUED LEAVE PAID 0	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION		YES	NO
		X		

18. REMARKS
 ITEM 13: Education Graduate Ribbon, Air Force Outstanding Unit Award w/ Valor, Air Force Good Conduct Medal w/ 1 Oak Leaf Cluster, Gallant Unit Citation, Global War on Terrorism Service Medal, Global War on Terrorism Expeditionary Medal, Air Force Overseas Ribbon, Long Tour Senior Intelligence Occupational Badge
 ITEM 14: SERE Training, 4 wks, Oct 00, Sub-Saharan Africa Orientation Course (SAOC), 1 wk, Feb 05, Russia/Eurasia Orientation Course (REOC), 1 wk, Jan 05, Dynamics of International Terrorism (DIT), 1 wk, Nov 03; Responsible Officer Course, EP 11. (SEE CONT SHEET)
 The information contained herein is subject to computer matching with the Defense and Veterans Affairs and other federal, state or local agencies for verification purposes and to determine compliance with the requirements of a Federal benefit program.

19. CURRENT ADDRESS AFTER SEPARATION (Include Zip Code) [REDACTED]	20. NEAREST RELATIVE (Name and address - include Zip Code) [REDACTED]
-----------------------------------------------------------------------	--------------------------------------------------------------------------

28. MEMBER REQUESTS COPY 6 BE SENT TO: WA, DIRECTOR OF VETERANS AFFAIRS	YES	X	NO
21. SIGNATURE OF MEMBER BEING SEPARATED <i>[Signature]</i>	22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) REGISTERED PROFESSIONAL TS/SGT USAF Supt. Recruitments and Employments <i>[Signature]</i>		

SPECIAL ADDITIONAL INFORMATION (Use only if authorized agency uses)			
23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY	24. CHARACTER OF SERVICE (include upgrades) HONORABLE		
25. SEPARATION AUTHORITY AFT 36-3208	26. SEPARATION CODE MDR	27. REENTRY CODE 1	
28. NARRATIVE REASON FOR SEPARATION COMPLETION OF REQUIRED ACTIVE SERVICE			
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) NONE		30. MEMBER REQUESTS COPY 4 (Initials) <i>[Initials]</i>	

1. NAME (LAST, FIRST, MI) 2. DEPARTMENT, COMPONENT AND BRANCH 3. SOCIAL SECURITY NUMBER
WARD JAMES HUNTER AIR FORCE-- USAF [REDACTED]

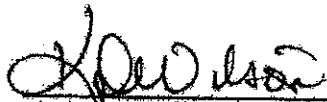
4a. GRADE, RATE, OR RANK 4b. PAY GRADE 4c. DATE OF SEPARATION
SSGT E5 2006 AUG31

ITEM 14: 32 hrs, Nov 03; Airman Leadership School, 5 wks, May 04.//
Member has completed first full term of service.

Subject to Recall to active duty and/or annual screening.

/////////////////////////////////NOTHING FOLLOWS/////////////////////////////////


WARD JAMES HUNTER


KRISTI D. WILSON, TSGT, USAF
Supt, Relocations and Employments

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) WARD, JAMES HUNTER		2. DEPARTMENT, COMPONENT AND BRANCH AIR FORCE - USAF		3. SOCIAL SECURITY NUMBER [REDACTED]	
4. GRADE, RATE OR RANK SSGT	5. PAY GRADE [REDACTED]	5. DATE OF BIRTH (YYYYMMDD) [REDACTED]	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20070714		
7a. PLACE OF ENTRY INTO ACTIVE DUTY DES PLAINES, IL		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) [REDACTED]			

8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 352 OPERATION SUPPORT SQ (SOC)	8. STATION WHERE SEPARATED MCCHORD AFB WA
------------------------------------------------------------------------------	----------------------------------------------

9. COMMAND TO WHICH TRANSFERRED USAFR	10. SGLI COVERAGE AMOUNT: \$400,000	NONE
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11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 1N071 - OPERATIONS INTELLIGENCE CRAFTSMAN 6 YEARS AND 10 MONTHS	12. RECORD OF SERVICE		
	a. DATE ENTERED AD THIS PERIOD	1999	SEP 01
	b. SEPARATION DATE THIS PERIOD	2006	AUG 31
	c. NET ACTIVE SERVICE THIS PERIOD	07	00 00
	d. TOTAL PRIOR ACTIVE SERVICE	00	00 00
	e. TOTAL PRIOR INACTIVE SERVICE	00	01 16
	f. FOREIGN SERVICE	03	11 20
	g. SEA SERVICE	00	00 00
	h. EFFECTIVE DATE OF PAY GRADE	2004	JUL 01

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) Air Force Achievement Medal, Air Force Training Ribbon, National Defense Service Medal, Air Force Longevity Service Award, USAF NOO Professional Military (SEE REMARKS)	14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) Basic Military Training, 6 wks, Oct 99; Operations Intelligence Apprentice, 22 wks, Jun 00; (SEE REMARKS)
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15a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM	YES	X	NO
b. HIGH SCHOOL GRADUATE OR EQUIVALENT	X	YES	NO

16. DAYS ACCRUED LEAVE PAID 0	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION	YES	NO
		X	

18. REMARKS
 ITEM 13: Education Graduate Ribbon, Air Force Outstanding Unit Award w/ Valor, Air Force Good Conduct Medal w/ 1 Oak Leaf Distinction, Gallant Unit Citation, Global War on Terrorism Service Medal, Global War on Terrorism Expeditionary Medal, Air Force Overseas Ribbon, Long Tour Senior Intelligence Occupational Badge
 ITEM 14: SERE Training, 4 wks, Dec 00; Sub-Saharan Africa Orientation Course (SAOC), 1 wk, Feb 05; Russia/Eurasia Orientation Course (REOC), 1 wk, Jan 05; Dynamics of International Terrorism (DIT), 1 wk, Nov 03; Responsible Disposition Course (RDC), 1 wk, [SEE CONT SHEET]
 The information contained herein is subject to continuous review under the Department of Defense or other Federal or State agency for verification purposes, and to determine eligibility for, and to continue compliance with the requirements of Federal laws and regulations.

19. MAILING ADDRESS AFTER SEPARATION (Include Zip Code) [REDACTED]	20. NEAREST RELATIVE (Name and address - include Zip Code) [REDACTED]
-----------------------------------------------------------------------	--------------------------------------------------------------------------

20. MEMBER REQUESTS COPY 5 BE SENT TO: VVA, DIRECTOR OF VETERANS AFFAIRS	YES	NO
	X	

21. SIGNATURE OF MEMBER BEING SEPARATED [Signature]	22. OFFICIAL AUTHORIZED TO SIGN (Type name, grade, title and signature) CHRISTED WILSON, TS/CT, USAF Supt. Relocations and Employment [Signature]
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23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY				24. CHARACTER OF SERVICE (Include suffixes) HONORABLE	
25. SEPARATION AUTHORITY AFM 36-3208		26. SEPARATION CODE MDE		27. REENTRY CODE D	
28. NARRATIVE REASON FOR SEPARATION COMPLETION OF REQUIRED ACTIVE SERVICE					
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) NONE				30. MEMBER REQUESTS COPY 4 (Initials) [Initials]	


1. NAME (LAST, FIRST, MI) 2. DEPARTMENT, COMPONENT AND BRANCH 3. SOCIAL SECURITY NUMBER
WARD JAMES HUNTER AIR FORCE - USAF [REDACTED]

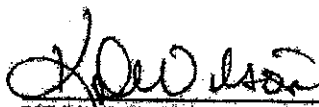
4a. GRADE, RATE, OR RANK 4b. PAY GRADE 4c. DATE OF SEPARATION
SSGT E5 2006 AUG81

ITEM 14: 32 hrs, Nov 03; Airman Leadership School, 5 wks, May 04://
Member has completed first full term of service.

Subject to Recall to active duty and/or annual screening.

/////////////////////////////////NOTHING FOLLOWS/////////////////////////////////


WARD JAMES HUNTER


KRISTI D. WILSON, TSGT, USAF
Supt, Relocations and Employments

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) WARD, JAMES HUNTER		2. DEPARTMENT, COMPONENT AND BRANCH AIR FORCE - USAF		3. SOCIAL SECURITY NUMBER [REDACTED]	
4a. GRADE, RATE OR RANK SSGT		4b. PAY GRADE E5		5. DATE OF BIRTH (YYYYMMDD) [REDACTED]	
7a. PLACE OF ENTRY INTO ACTIVE DUTY DES PLAINES, IL			6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20070714		
7b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) [REDACTED]					

8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 352 OPERATION SUPPORT SQ (SOC)		8b. STATION WHERE SEPARATED MCCHORD AFB WA			
9. COMMAND TO WHICH TRANSFERRED USAFR				10. SGLI COVERAGE <input type="checkbox"/> NONE AMOUNT: \$400,000	

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 1N071 - OPERATIONS INTELLIGENCE CRAFTSMAN 6 YEARS AND 10 MONTHS	12. RECORD OF SERVICE		
	a. DATE ENTERED AD THIS PERIOD	1999	SEP 01
	b. SEPARATION DATE THIS PERIOD	2006	AUG 31
	c. NET ACTIVE SERVICE THIS PERIOD	07	00 00
	d. TOTAL PRIOR ACTIVE SERVICE	00	00 00
	e. TOTAL PRIOR INACTIVE SERVICE	00	01 16
	f. FOREIGN SERVICE	00	11 20
	g. SEA SERVICE	00	00 00
	h. EFFECTIVE DATE OF PAY GRADE	2004	JUL 01

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) Air Force Achievement Medal, Air Force Training Ribbon, National Defense Service Medal, Air Force Longevity Service Award, USAF NCO Professional Military (SEE REMARKS)		14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) Basic Military Training, 6 wks, Oct 99; Operations Intelligence Apprentice, 22 wks, Jun 00; (SEE REMARKS)	
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15a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM		YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
b. HIGH SCHOOL GRADUATE OR EQUIVALENT		<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
16. DAYS ACCRUED LEAVE PAID 0	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION		YES	<input checked="" type="checkbox"/>	NO

18. REMARKS
 ITEM 13: Education Graduate Ribbon, Air Force Outstanding Unit Award w/ Valor, Air Force Good Conduct Medal w/ 1 Oak Leaf Distinctive, Gallant Unit Citation, Global War on Terrorism Service Medal, Global War on Terrorism Expeditionary Medal, Air Force Overseas Ribbon, Long Tour Senior Intelligence Occupational Badge.
 ITEM 14: SERE Training, 4 wks, Oct 00; Sub-Saharan Africa Orientation Course (SAOC), 1 wk, Feb 05; Russia/Eurasia Orientation Course (REOC), 1 wk, Jan 05; Dynamics of International Terrorism (DIT), 1 wk, Nov 03; Responsible Officers Course (ROC), [SEE GOVT SHEET]
 The information contained herein is subject to computer searching under the Department of Defense, or any other Federal agency, for verification purposes, and to determine eligibility for, and or continued compliance with the requirements of Federal benefit programs.

19. MAILING ADDRESS AFTER SEPARATION (Include Zip Code) [REDACTED]	20. NEAREST RELATIVE (Name and address - include Zip Code) [REDACTED]
-----------------------------------------------------------------------	--------------------------------------------------------------------------

25. MEMBER REQUESTS COPY 6 BE SENT TO: WA DIRECTOR OF VETERANS AFFAIRS		YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
21. SIGNATURE OF MEMBER BEING SEPARATED [Signature]	22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) RUSSELL WILSON TSGT USAF Supt. Decorations and Emblems [Signature]				

23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY				24. CHARACTER OF SERVICE (include upgrades) HONORABLE	
25. SEPARATION AUTHORITY AFI 36-3208		26. SEPARATION CODE MDK		27. REENTRY CODE 11	
28. NARRATIVE REASON FOR SEPARATION COMPLETION OF REQUIRED ACTIVE SERVICE					
29. DATES OF TIME LOST DURING THIS PERIOD (if any) NONE				30. MEMBER REQUESTS COPY 4 (initials) [Signature]	

1. NAME (LAST, FIRST, MI) 2. DEPARTMENT, COMPONENT AND BRANCH SOCIAL SECURITY
WARD JAMES HUNTER AIR FORCE - USAF [REDACTED]

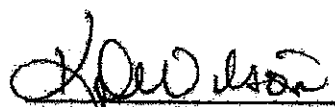
4a. GRADE, RATE, OR RANK 4b. PAY GRADE 4c. DATE OF SEPARATION
SSGT E5 2006 AUG81

ITEM 14: 32 hrs, Nov 03; Airman Leadership School, 5 wks, May 04.//
Member has completed first full term of service.

Subject to Recall to active duty and/or annual screening.

//////////////////////////////////NOTHING FOLLOWS//////////////////////////////////


WARD JAMES HUNTER


KRISTI D. WILSON, TSGT, USAF
Supt, Relocations and Employments

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) WARD, JAMES HUNTER		2. DEPARTMENT, COMPONENT AND BRANCH AIR FORCE - USAF		3. SOCIAL SECURITY NUMBER [REDACTED]	
4a. GRADE, RATE OR RANK SSGT	4b. PAY GRADE E5	5. DATE OF BIRTH (YYYYMMDD) [REDACTED]	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20070714		
7a. PLACE OF ENTRY INTO ACTIVE DUTY DES PLAINES, IL		7b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) [REDACTED]			
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 352 OPERATION SUPPORT SQ (SOC)			8b. STATION WHERE SEPARATED MCCHORD AFB WA		
9. COMMAND TO WHICH TRANSFERRED USAFR			10. SGLI COVERAGE AMOUNT: \$400,000 NONE		
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 1N071 - OPERATIONS INTELLIGENCE CRAFTSMAN 6 YEARS AND 10 MONTHS		12. RECORD OF SERVICE			
		a. DATE ENTERED AD THIS PERIOD	1999	SEP	01
		b. SEPARATION DATE THIS PERIOD	2006	AUG	31
		c. NET ACTIVE SERVICE THIS PERIOD	07	00	00
		d. TOTAL PRIOR ACTIVE SERVICE	00	00	00
		e. TOTAL PRIOR INACTIVE SERVICE	00	01	16
		f. FOREIGN SERVICE	03	11	20
		g. SEA SERVICE	00	00	00
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) Air Force Achievement Medal, Air Force Training Ribbon, National Defense Service Medal, Air Force Longevity Service Award, USAF NCO Professional Military (SEE REMARKS)		14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) Basic Military Training, 6 wks, Oct 99; Operations Intelligence Apprentice, 22 wks, Jun 00; (SEE REMARKS)			
15a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM				YES	X NO
b. HIGH SCHOOL GRADUATE OR EQUIVALENT		X		YES	NO
16. DAYS ACCRUED LEAVE PAID 0	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION			YES	NO
18. REMARKS ITEM 13: Education Graduate Ribbon, Air Force Outstanding Unit Award w/ Valor, Air Force Good Conduct Medal w/ 1 Oak Leaf Cluster, Gallant Unit Citation, Global War on Terrorism Service Medal, Global War on Terrorism Expeditionary Medal, Air Force Overseas Ribbon - Long Tour, Senior Intelligence Occupational Badge // ITEM 14: SERE Training, 4 wks, Oct 00; Sub-Saharan Africa Orientation Course (SAOC), 1 wk, Feb 05; Russia/Eurasia Orientation Course (REOC -1), 1 wk, Jan 05; Dynamics of International Terrorism (DIT), 1 wk, Nov 03; Responsible Officers Course/PP II. (SEE CONT SHEET) The information contained herein is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes, and to determine eligibility for, and/or continued compliance with, the requirements of a Federal benefit program.					
19a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code) [REDACTED]			19b. NEAREST RELATIVE (Name and address - include Zip Code) [REDACTED]		
20. MEMBER REQUESTS COPY 5 BE SENT TO: WA, DIRECTOR OF VETERANS AFFAIRS				X	YES NO
21. SIGNATURE OF MEMBER BEING SEPARATED [Signature]		22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) KRISTED WILSON, TSGT, USAF Supt, Relocations and Employments [Signature]			
SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)					
23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY		24. CHARACTER OF SERVICE (Include upgrades) HONORABLE			
25. SEPARATION AUTHORITY AFI 36-3206		26. SEPARATION CODE MBK		27. REENTRY CODE 11	
28. NARRATIVE REASON FOR SEPARATION COMPLETION OF REQUIRED ACTIVE SERVICE					
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) NONE				30. MEMBER REQUESTS COPY 4 (Include) [Signature]	

1. NAME (LAST, FIRST, MI) 2. DEPARTMENT, COMPONENT AND BRANCH 3. SOCIAL SECURITY
WARD JAMES HUNTER AIR FORCE - USAF [REDACTED] [REDACTED]


4a. GRADE, RATE, OR RANK 4b. PAY GRADE 4c. DATE OF SEPARATION
SSGT E5 2006 AUG31

ITEM 14: 32 hrs, Nov 03; Airman Leadership School, 5 wks, May 04.//
Member has completed first full term of service.

Subject to Recall to active duty and/or annual screening.

/////////////////////////////////NOTHING FOLLOWS/////////////////////////////////


WARD JAMES HUNTER


KRISTI D. WILSON, TSGT, USAF
Supt, Relocations and Employments

Community College of the Air Force

*The Commander, Air University,
by virtue of the authority vested by law
and on the recommendation of the College does hereby confer on*

James H. Ward

the degree of

Associate in Applied Science

Communications Applications Technology

with all rights and privileges pertaining thereto

Given this 14th day of December 2004

In witness whereof the Seal of the College and our signatures are hereto affixed



John A. Regier
Lieutenant General, U.S. Air Force
Commander, Air University

W. A. Al
Colonel, U.S. Air Force
Commandant, Community College of the Air Force



Ann C. Peterson
Chairman
Air University Board of Visitors

David B. Wray
Chief Academic Officer
Community College of the Air Force





AIR EDUCATION AND TRAINING COMMAND
UNITED STATES AIR FORCE
This is to certify that

SSgt James Ward

has successfully completed

**JKDDC - Homeland Security and Defense
(HSD)**

conferred this 3rd day of June in the year of 2006



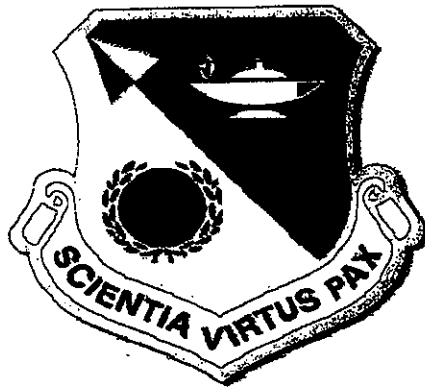
AIR EDUCATION AND TRAINING COMMAND
UNITED STATES AIR FORCE
This is to certify that

SSgt James Ward

has successfully completed

**AF - DOD Combating Trafficking in
Persons (CTIP)**

conferred this 2nd day of June in the year of 2006



USAF Special Operations School

Certifies

JAMES H. WARD

has completed the

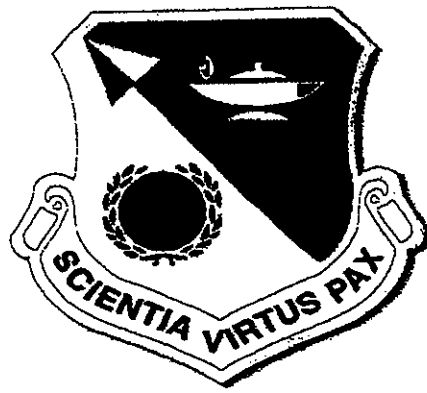
**RUSSIA/EURASIA ORIENTATION
COURSE**

Course #: SOEB-REGC PDS Code: 128
24-Jan-05 28-Jan-05

and is hereby awarded this

Diploma

**MICHAEL C. DAMRON, Col, USAF
Commandant**



***USAF Special
Operations School***
Certifies

SrA JAMES H. WARD

341-70-6409

has completed the

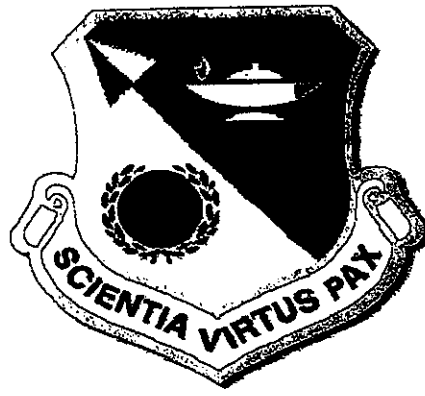
***DYNAMICS OF INTERNATIONAL
TERRORISM COURSE***

Course #: SOED-01T PDS Code: X9D
03-Nov-03 - 07-Nov-03

and is hereby awarded this

Diploma

MICHAEL C. DAMRON, Col, USAF
Commandant



USAF Special Operations School

Certifies

JAMES H. WARD

has completed the

**SUB-SAHARAN AFRICA
ORIENTATION COURSE**

Course #: SOED-SBOC PDS Code: 06Y
01 Jan 05 - 01 Feb 05

and is hereby awarded this

Diploma

MICHAEL C. DAMRON, Col, USAF
Commandant



DEPARTMENT OF THE ARMY
CERTIFICATE OF TRAINING

This is to certify that

Mr. James H. Ward, 341-70-6409

Has successfully completed

INTELLIGENCE IN COMBATTING TERRORISM, 3C-F14/244-F8
CLASS 07-705, 04 – 08 DECEMBER 2006 (40 hours)

Given at

U.S Army Intelligence
Center & Fort Huachuca
Fort Huachuca, Arizona

Barbara G. Fast
MG, Commanding





The United States Air Force



CERTIFIES THAT

AIRMAN JAMES H. WARD, 341-70-6409

**HAS SUCCESSFULLY COMPLETED THE
S-V80-A, COMBAT SURVIVAL TRAINING COURSE (ERR)
COURSE LENGTH - 17 DAYS
22D TRAINING SQUADRON, FAIRCHILD AIR FORCE BASE, WASHINGTON
AND IS HEREWITH AWARDED THIS**

Certificate of Training

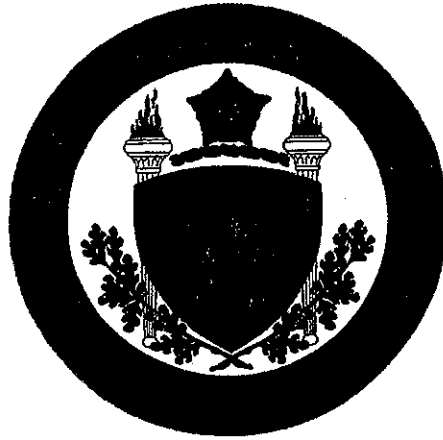
A handwritten signature in black ink, appearing to read "Louis A. Caporicci". The signature is written in a cursive style with some flourishes.

LOUIS A CAPORICCI
Lt Col, USAF
Commander

4 October 2000

DATE

Joint Military Intelligence Training Center



Certificate of Training

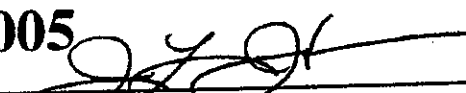
*This is to certify that
SSgt James H. Ward*

has successfully completed the

Mobile Intelligence Collection Course
during the period

28 March – 1 April 2005





Jerry L. Jacobson, CDR, USN
Director
Joint Military Intelligence Training Center

Joint Military Intelligence Training Center



Certificate of Training

This is to certify that
James H Ward

has successfully completed the

Asymmetric Warfare Intelligence Analysis Course (AWIAC)

during the period

13 September 2004 - 17 September 2004

David L. Hilvers

Director





Certificate of Completion

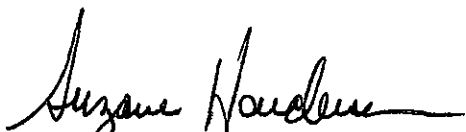
This is to certify that

SrA James Ward

*has completed the EUCOM Regional Joint
Intelligence Training Facility course in:*

C2PC / Intel Office

23 January 2003


Suzanne Henderson, GG-13
Chief, E-RJITF



USAF Special Operations School

Certifies

SrA JAMES H. WARD

341-70-6409

has completed the

**RESPONSIBLE OFFICERS
COURSE/EP II**

Course #: SOED-ROC

PDS Code: AF

12-Nov-05

15-Nov-05

and is hereby awarded this

Diploma

MICHAEL C. DAMRON, Col, USAF
Commandant

*The Director of Intelligence,
Surveillance, and Reconnaissance*


*upon recommendation of the faculty
awards this diploma to*


A1C James H. Ward

for completion of the AFSC Intelligence Fundamentals Training Course of instruction

AF501321E0

6 September 2002


Daniel L. Simpson
Captain, USAF


Ronald D. Chilcote
Colonel, USAF



*The Director of Intelligence,
Surveillance, and Reconnaissance
awards this certificate of completion to*

SrA James Ward

*for completion of the AFSOC Intelligence-SERE Level B Course
Wartime, Peacetime & Hostage Detention*

John A. Smith

**John A. Smith
Instructor**



Ronald D. Chilcote

**Ronald D. Chilcote
Colonel, USAF**





Certificate of Completion

This is to certify that

SSgt James H Ward

*has completed the EUCOM Regional Joint
Intelligence Training Facility course in:*

The Middle East / North Africa Seminar

7 to 10 November 2005

*Timothy S. Carr, GG-12
Area Studies Instructor*

Proposal

RECEIVED

NOV 14 2008

**BUDGET & FISCAL
WSP**

Prepared for
STATE OF WASHINGTON
Washington State Patrol



ATTN: RFQQ Coordinator
Request for Qualifications/Quotations
No. C090433PSC

By

James H. Ward | Intelligence Analyst
INTELLIGENCE ACUMEN

Friday, November 14, 2008

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INTELLIGENCE ACUMEN

7008 258TH ST. GRAHAM, WA 98338

Friday, November 14, 2008

Ms. Cindy Haider | RFQQ Coordinator
210 – 11th Avenue SW, Room 116
Olympia WA 98501
Fax Number: (360) 596-4077
E-Mail Address: Cindy.Haider@wsp.wa.gov

Dear Ms. Haider,

The Criminal Intelligence Analyst and Lead Analyst openings that you have posted online at WEBS are exactly what I am looking for, and what I have done for the last eight and a half years! Since this position needs someone qualified, my background in military intelligence working with WAJAC ANG/J2, AFSOC, ACC, and most recently on McChord AFB at NORAD's Western Air Defense Sector can be a great asset to your organization. I worked and provided intelligence, research, and analysis in nearly every major terrorist attack in the past eight years from the USS Cole bombing in Yemen, and even during the horrifying events of Sep 11th.

There is always a need for individuals to already have a **current TS/SCI clearance**, understand the intelligence process, and know how to provide in-depth analysis and satisfy customer requirement, and I meet all of these requirements. I am ready to step up and join your team. Intelligence support I have provided includes support to Spain's most horrific terrorist attack, during the Madrid railway station bombing on March 11th, 2004, and the Beslan crisis in Russian when around 335 hostages were killed by Chechnya rebels on September 3rd, 2004. Working fast, thinking fast, and providing support at times when lives are at stake is what I have been trained to do. In addition to my Associates degree in Communication Technology, I have over 406hrs of formal education related to counterterrorism. For instance, the international terrorism course, the force protection course, and the terrorism warfare analysis course taken at the Defense Intelligence Agency in Washington D.C. add a great knowledge base for this career.

I am extremely interested in this position and look forward to discussing with you any questions or concerns you may have. Thank you for your time and consideration.

Sincerely,

James H. Ward | Intelligence Analyst
Intelligence Acumen
Address: 7008 258th St. East, Graham WA 98338
Cell: 253-232-6378
E-mail: [REDACTED]

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Letter of Submittal

Name: James H. Ward

Address: 7008 258th St. Graham WA 98338

Principal Place of Business: Puyallup WA

Telephone Number: 253-232-6378

Fax: N/A

Email: [REDACTED]

Legal Status: Sole Proprietorship

Year Organized: 2008

Tax ID/SSN #: [REDACTED]

State Employees: N/A

Proposed Position(s): Criminal Intel Analysis Services & Criminal Intelligence Analysis-Lead Services


Signature: _____

James H. Ward

Printed name: _____

Intelligence Acumen

Business firm name (doing business as): _____

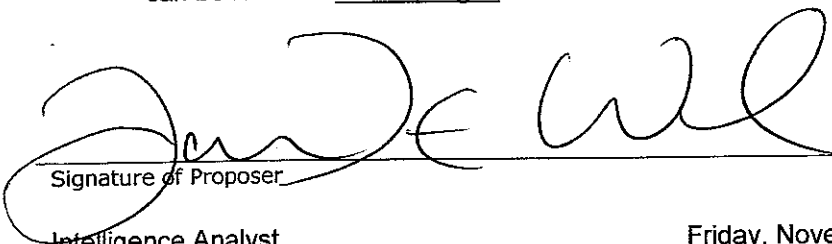
Friday, November 14, 2008

Date _____

Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we certify that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any contract resulting from this procurement by any federal department or agency. Further, if awarded a contract the Proposer agrees not to enter into any arrangements or other contracts with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.


Signature of Proposer

Intelligence Analyst

Title:

Friday, November 14, 2008

Date:

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: REPLY: Mr. Ward is the sole team member submitting on behalf of Intelligence Acumen.

Requirements	Highlights (See Appendix for detailed resume)
Formal education in criminal justice, law enforcement, statistical analysis or a related field:	Associates in Communication Application Technology, IS/IT Project Management Certificate. See attached resume for more details.
Work experience in national security or criminal intelligence analysis	~9 years experience: WADS/NORAD (1 yr/8 months); AFSOC (4 yrs), ACC (2 yrs/3 months); Intel school (9 months)
Specialized intelligence analysis training	Intel Applications Apprentice Course (878hrs), CT Training 406hrs total coursework, DHS online training, and more. See attached resume for more details.
Ability to use Microsoft Office Suite software	MS Word, PowerPoint, Excel, Project, Outlook, Internet Explorer (NIPRNET, SIPRNET, JWICS), M3, , and multiple intelligence software applications.

- 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'. Please reference Appendix A for full resume.

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: REPLY: Mr. Ward is the sole team member submitting on behalf of Intelligence Acumen.

Requirements	Highlights (See Appendix for detailed resume)
Formal education in criminal justice, law enforcement, statistical analysis or a related field:	Associates in Communication Application Technology, IS/IT Project Management Certificate. See attached resume for more details.
Work experience in national security or criminal intelligence analysis	~9 years: WADS/NORAD (1 yr/8 months); AFSOC (4 yrs), ACC (2 yrs/3 months); Intel school (9 months)
Specialized intelligence analysis training	Intel Applications Apprentice Course

Ability to use Microsoft Office Suite software

(878hrs) CI Training 406hrs total coursework DHS online training, and more. See attached resume for more details.
MS Word, PowerPoint, Excel, Project, Outlook, Internet Explorer (NIPRNET, SIPRNET, JWICS), M3, , and multiple intelligence software applications.

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'. Please reference Appendix A for full resume.

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.

(1) Full Name:	Maj. Matthew Cannady
Job Title:	Intelligence Commander
Company:	WADS/ANG
E-mail:	matthew.cannady@wads.mcchord.af.mil
E-mail 2:	matthew.cannady@amc.af.smil.mil
E-mail 3:	matt.cannady@conr.ic.gov
Business Address:	Western Air Defense Sector
	852 Lincoln Blvd
	McChord AFB, WA 98438
Business Phone:	Comm: (253) 982-4584
Business Phone 2:	DSN: 382-4584
Business Fax:	Unclass Fax: 4843
Type of Service Provided:	Intelligence commander while working as government contractor for Western Air Defense Sector (WADS) McChord AFB

Provided:

(3) Full Name:	MSgt George Saratsis
Job Title:	Superintendent
Company:	WADS/ANG
E-mail:	george.saratsis@wads.mcchord.af.mil
Business Address:	Western Air Defense Sector
	852 Lincoln Blvd
	McChord AFB, WA 98438
Business Phone:	COM 253-982-4588
Business Phone 2:	DSN 382-4588
Type of Service Provided:	Co-Worker

(2) Full Name:	Capt. Catherine Madderson
Job Title:	Intelligence Officer
Company:	WADS/ANG
E-mail:	catherine.madderson@wads.mcchord.af.mil
E-mail 2:	catherine.madderson@amc.af.smil.mil
E-mail 3:	catherine.madderson@conr.ic.gov
Business Address:	Western Air Defense Sector
	852 Lincoln Blvd
	McChord AFB, WA 98438
Business Phone:	(253) 982-4585
Business Phone 2:	DSN: 382-4585
Business Fax:	Unclass Fax: 4843
Other Phone:	Ops: (253) 982-4634
Type of Service	Co-Worker

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. CONSULTANT'S REPLY: N/A
- 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. CONSULTANT'S REPLY: N/A
- 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. CONSULTANT'S REPLY: N/A
- 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. CONSULTANT'S REPLY: No such terminations for default has been experienced in past five years nor has any termination or default occurred in consultant's career.

- 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. REPLY: Applicant already has a current Top Secret clearance and was renewed in 2008.

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.

REPLY:

Criminal Intelligence Analyst				
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	\$36.50-\$40.50 Per hour	\$37.96-\$42.12 Per hour	\$39.48-\$43.80 Per hour	\$41.06-\$45.56 Per hour

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.

REPLY:

Criminal Intelligence Analyst-Lead				
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	\$38.50-\$43.50 Per hour	\$40.04-\$45.24 Per hour	\$41.64-\$47.05 Per hour	\$43.31-\$48.93 Per hour

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:

James Hunter Ward			
Applicant Name (First, Middle, Last)			
N/A			
Other names you have been know by, including prior marriage(s) or nickname(s)			
7008 258 TH St. East	Graham	WA	98338
Address	City	State	Zip Code
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Social Security Number	Date of Birth		
[REDACTED]	Friday, November 14, 2008		
Applicant Signature	Date		

James H. Ward

Cell: (253) 232-6378

Address: 7008 258th St. E. Graham WA 98338

Email: [REDACTED]

Appendix A (Resume)

CLEARANCE: CURRENT TOP SECRET (MULTIPLE CAVEATS)

EDUCATION AND TRAINING SUMMARY (detailed list at bottom)

- ◆ Associates in Communication Application Technology, C.C. of the Air Force, Maxwell AFB AL, Dec 04, 64hrs
- ◆ Certificate Information Systems/Information Technology Project Management, Villanova Univ., Oct 08, 60hrs
- ◆ Intelligence Applications Apprentice Course, Goodfellow Air Force Base, May 00, 878hrs
- ◆ MS Excel Intermediate and Advanced courses, Pima Community College, AZ, 16hrs
- ◆ An additional 600+ hrs of advanced training in computers, business admin, political science, and analysis

SUMMARY OF EXPERIENCE & PROFESSIONAL QUALIFICATIONS

Eight years/nine months as expert research specialist (almost two years **supporting WAJAC ANG/J2** and four years with Special Ops Command) in military intelligence providing a wide range of functions, statistical summaries, prepared reports, materials for publications, forecasts, and assessments to convey crisis situations to senior leadership. An accomplished public speaker, delivered over 350 Intelligence oral presentations while maximizing the benefits of computer technology and wrote numerous meeting minutes, surveys, after action reports seen by top military officials in war-time, revamped policies, multiple proposals, and a 28 page assessment report on US/MX Border (requested by WAJAC ANG/J2) packed with analysis and reasoning used to aid OPERATION JUMP START a 6,000 personnel strong operation!

Phenomenal technical skill and speed operating computers, program operations, and intelligence software: Multi Media Messaging system (M3), Command and Control PC (C2PC), MS Outlook, Internet Explorer, Power Point, Word, Excel, and geospatial or geographical information systems (GIS) software: ArcView, SkyView, and FalconView. A natural team builder and effective leader selected number one out of thirteen supervisors by Intelligence flight commander. Two of four subordinates received "performer of the month" and another became number two "employee of the quarter" with less than 60 days job experience. A passionate worker dedicated to bettering the office, established several training programs saving offices amounts valued at \$81,800.

Software Project Manager | Jun 08-Present | Tailored Technology Solutions Corp. | Puyallup, WA

- Authored five functional requirement documents; helped clients/software development teams identify concise, measurable, and traceable deliverables to improve scope, time, and budget control
- Praised by multiple customers as remarkable facilitator; CEO recognized outstanding performance
- Managed/oversaw 20+ software development meetings; ensured teams collaborated for success
- Superior strategic and tactical analytical skills—conducted several risk analysis assessments evaluating up to 42 different project attributes effecting project success to identify roadblocks and organize risks by impact and probability to establish contingency funds and increase project success
- Aided HR in hiring/filtering out candidates by identifying potential obstacles in the long run that effected the big-picture regarding availability and dedication to drive the project forward
- Monitored team productivity and progress daily; identified critical development shortages and reallocated resources working on float tasks to rebalance workloads on critical path to prevent deadline overruns

- Proactive Quality Assurance monitoring during software development; guided team to demonstrate accuracy, thoroughness, and orderliness in performing work assignments

Intelligence Analyst | Oct 06-Jun 08 | CUBIC Applications (Gov. Contr.) | McChord Air Base, WA

- Successful analytical writer; authored and presented to WAJAC-ANG/J2 clear and concise findings in an in-depth 28 page Intelligence Assessment entitled "Threat to Air Operations: US-Mexico Border"- first of it's kind; enabled the Intelligence Community worldwide a comprehensive research paper with over 30 citations synthesized, collated, organized, and analyzed from top intelligence agencies such as CIA, FBI, DHS, DIA, NGA, NORTHCOM, ACIC, and SOUTHCOM-two month project praised by peers and superiors

- Ability to analytically assimilate disparate data and render knowledgeable and accurate assessments in conjunction with high caliber presentation skills resulted in earlier than anticipated addition to shop's briefing rotation for the weekly Command Current Intel Brief; increased experts qualified to present briefing and alleviated high demands on Intel team

- Jumps at the chance for professional development- attended two training courses on terrorism-learned how to analyze message traffic, compile link diagrams, and build association matrixes on suspected terrorists while utilizing inductive and deductive reasoning during prolonged scenarios requiring concentration on highly complex problems; earned three college credits

- Designed innovative argument diagram of Osama Bin Laden's video release in September 2007-diagram clarified the evidences used by al-Qaida to justify attacks against the West; better enabled analysts to understand and dissect al-Qaida's viewpoint and future intentions

- Coordinated complex counterintelligence-related data mining projects with data mining engineers to extract, transfer, prepare, process, and exploit large data repositories for counterintelligence analysis initiatives-first analysts in NORAD's Western Sector to obtain Public Key Infrastructure (PKI) certification and gain access CIA's data repository for analysis; increased speed to obtain close hold Intel by 24 hours

- Expert knowledge of the principles, concepts, and methodologies of intelligence analysis-created 44 slide training presentation of the Psychology of Intelligence Analysis enhanced office's understanding of how to improve analysis, the analytical process, intelligence training, strategies for generating and evaluating assessments, and structuring analytical problems

- Unquenchable thirst for knowledge; read books "Analytic Thinking" and "Asking Essential Questions" recommended by Intelligence instructor-improved intelligence writings, research methods, exploitation techniques, critical thinking, analytic thought processes, and information dissecting skills-significantly enhanced ability to extract data while analyzing and writing Threat to Air Operations Intelligence Assessment

- Created first ever classified website from scratch with 17 value added webpages packed with over 713 files-praised by the sector and flying wing Senior Intelligence Officers and Superintendents as "great" and "outstanding"; significantly improved user-friendly interface for all 96 Intel professionals across 8 units in the United States' Western Sector and enabled entire DoD Community global access to office's products

- Continuously makes improvement to unit; created new "current Intel" page on unclassified website- increased accessibility from 65 to 418 personnel

- Completely reliable and thorough in all assignments; improved library's content by adding an additional 58 rare

documents on Asymmetric Warfare - an increase of 252%

- Read through 15-20 classified/unclassified publications each day to create 70+ daily readfiles tailored to meet customers needs; saved Intel shop 134hrs of research/analysis and lauded by National Guard J2 for Washington

Intel Research Team Supervisor | Jul 05 – Aug 06 | US Air Force Special Operations | United Kingdom

- Stationed in England during London train bombings; sprung into action while under considerable pressure-lead three man team to build 3'5" city graphic depicting chain of events; helped give commander clarity on possible involvement

- Provided assessment requested by Pentagon Intel Agency on potential outcome during civil unrest in West Africa; forecasted outcome was briefed to Chief of Staff of the Air Force and Secretary of the Air Force; forecasted outcome occurred and prevented unnecessary planning, preparation, and movement of multi-million dollar assets

- Supervised five man team to carry out project from inception through completion; team analyzed and assessed intelligence information on Italian anarchist/separatist groups and transnational terrorists organizations; prepared commanders and staff for crisis response during Torino, Italy 2006 Winter Olympics

- Special Operations Commander praised ability to use innovation in working non-routine assignment-coordinated between University professor and six corporate divisions; provided free instruction valued at \$2,500 per person for 58 personnel

- Briefed Special Ops three star General during special visit with information on counterterrorism threats to his personnel in deployed locations; presentation complimented by the General

- Time management skills prevented over-staffing and over-working employees by developing efficient manning schedule; decrease duty day by four hours for 12 personnel during two week military exercise-solved non-routine problem

- Taught European Command's computer trainer new uses on software program; enabled over 200 Air Force personnel to produce three dimensional imagery videos

- Taught 17hr in-house mission planning software class to Special Tactics Intel operators; saved \$5,800 of department training costs

- Hosted meeting which involved multiple analysts/collectors, law enforcement, doctors, and operators during deployment exercise; ensured maximum flow of intelligence between departments

- A passionate worker dedicated to bettering the office; established several training programs-saved offices amounts valued at \$81,800.

- A natural team builder and effective leader selected number one out of thirteen supervisors by IN-two of four subordinates received "performer of the month" and another became number two "employee of the quarter" with less than 60 days job experience.

Mission Support Trend Analyst Supervisor | Mar 05 – Jul 05 | USAF Special Operations | United Kingdom

- Maintained metrics database on over 130,000 maps and charts; helped identify inventory shortages to management

- Redesigned and continually updated webpage, posted over 500 links, photos, and daily briefs used by geographically separated units

- Managed cost/benefit analysis and removal of 2,000 outdated Raindrop cassette tapes; freed 25hrs per month in upkeep
- Revised 10 outdated manuals, regulations, local policies, and procedures for office; improved continuity binders and reflected organizational changes

Current Intelligence Analyst | Sep 02 – Mar 05 | US Air Force Special Operations | United Kingdom

- Built Iraqi presentation with team of analysts to determine characteristics, capabilities, and limitations of foreign communications networks for assigned AOR; assessment improved commander and key staff's knowledge of the battlespace environment
- Helped key reconnaissance unit with key research tool renowned as most-comprehensive language inventory; empowered unit to develop analytical and exploitation techniques with graphical depictions and provide politically sensitive real-time foreign communication intelligence data vital to national foreign policy
- Knowledge of security directives ensured intelligence data was properly inventoried and that guidelines and all products and working materials reflected appropriate classification and handling markings while securing Intelligence Reference Library; organized 585 classified documents, ensured 100% accountability
- Excellent oral communication skills; presented situational briefing to Commanders during American evacuation operations in Liberia, West Africa and maintained city/aerial maps; aided in the rescue of 497 American citizens
- Superbly accomplished concurrent tasking from multiple customers to write, conduct, and disseminate 22 intelligence debriefing reports on aircraft commanders returning from Operation Iraqi Freedom missions, assured all essential points were covered-two debrief reports viewed by high level Commanders when two aircraft crews observed potential missile firings
- Spearheaded political conflict training program covering trends, patterns, profiles, estimates, and studies of unit's area of responsibility; saved management over \$55,000 dollars in training costs for over 15 personnel
- Quickly notified Special Operations Commander of discovered threats to US Embassy, Romania; recommended solution prevented potential hostile incident to deployed forces
- Examined 66 non-combatant evacuation maps and charts with 20 plus items in each folder; ensured documents met conformance standards
- Achieved high productivity output while maintaining high morale; effectively trained three shift managers; enabled continuous 24hr operations for 19days during intelligence support to Athens 2004 Olympic Games
- Effectively analyzed and briefed daily intelligence situation update briefings to the commander, senior staff, and battle staff on over 70 current events affecting organization; ensured leadership armed with assessments needed for hard decisions
- Saved \$1,142 by identifying and canceling numerous duplicate periodical subscriptions from Intelligence Library

Intel Mission Planning Software Trainer | Jun 00- Sep 02 | US Air Force Air Command | Tucson, Arizona

- Took understanding of US Intel community and intelligence collecting techniques and jumped into action after the USS Cole terrorist attack; authored a study of hostile organizations throughout South West Asia

- Developed creative in-house geographical information systems (GIS) software FalconView training program according to customer timelines and requirements; saved \$21,000 in training costs
- Disseminated analyzed intelligence information, and published intelligence products; supported deployed forces with reach-back intelligence needed to perform the mission
- Performed authoritative and complex threat analysis of terrorist groups; resulted in a developed and publish intelligence products that heightened installation security prior 9-11
- Talented with graphics software; requested to prepare visual graphics for top intelligence general; general complimented the graphics and requested a second view of products
- Built airfield vulnerability product depicting flight profiles of military and civilian airports; aided police and special investigators to better secure airfield following 9-11

EDUCATION AND TRAINING

COLLEGE EDUCATION

- Associates in Applied Science Communications Application Technology, Community College of the Air Force, Maxwell AFB AL, Dec 2004, 64hrs
- Certificate in Information Systems/Information Technology Project Management, Villanova Univ., Oct 08, 60hrs

DEPARTMENT OF HOMELAND SECURITY TRAINING

- Homeland Security and Defense (HSD) , Air Force Advanced Distributed Learning Center, Jun 06
- Combating Trafficking in Persons (CTIP), Air Force Advanced Distributed Learning Center, Jun 06

INTELLIGENCE TRAINING

- Intelligence Applications Apprentice Course, 315th TRS, Goodfellow Air Force Base, May 2000, 878hrs
- Sub-Saharan Africa Orientation Course, JMITC, Feb 05, 40hrs
- Russia/Eurasia Orientation Course, JMITC, Jan 05, 40hrs - Mobile Intelligence Collection Course, JMITC, Apr 05, 40hrs

COUNTER-TERRORISM TRAINING

- Improved Asymmetric Warfare Intel Analysis Course, JMITC, Apr 07, 40hrs
- Intelligence in Combating Terrorism/Link analysis, US Army Intel, Jan 07, 36hrs
- USAF Special Operations Intelligence Training, AFSOC, 80hrs
- Dynamics of International Terrorism Course, AFSOC, Nov 03, 40hrs
- Asymmetric Warfare Intel Analysis Course, JMITC, Sep 04, 40hrs
- Force Protection Level II, AFSOC, Nov 03, 40hrs
- Combat Survival Training, 22D Training Squadron, Oct 00, 90hrs
- SERE Level B, Director of ISR, Dec 04, 40hrs

LEADERSHIP TRAINING

- Distinguished Graduate: Airman Leadership School, USAF, 160hrs
- Advanced Leadership training; Leadership styles, mentoring, time management, and anger management 9hrs
- Airman Leader Course, 17th Training Group, Feb 00, 5hrs

COMPUTER TRAINING

- MS Excel Intermediate and Advanced courses, Pima Community College, 16hrs
- Command and Control PC (C2PC/ Intel Office Course), EUCOM Regional Joint Intelligence Training Facility, Jan 03, 8hrs

INSTRUCTOR TRAINING

- Learning Theory, Student Motivation, Learning Objectives, Joint Intelligence Training Activity Pacific, Aug-Sep 05, 1hr

PROFESSIONAL READING ON ANALYSIS

- Psychology of Intelligence Analysis
- The Thinker's Guide to Analytic Thinking
- The Miniature Guide to the Art of Asking Essential Questions

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.

Haider, Cindy (WSP)

From: James H. Ward [REDACTED]
Sent: Wednesday, November 19, 2008 5:58 PM
To: Haider, Cindy (WSP)
Subject: RE: RFQQ C090433PSC

Cindy,

Nice to hear from you.

Here are my updated rates without the range-estimate that was in the original bid.

Lead:

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	\$40.50	\$42.12	\$43.80	\$45.56

Analyst:

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	\$37.50	\$39.00	\$40.56	\$42.18

I look forward to hearing from you soon. Thanks again for the opportunity to compete for these Intel positions.

Sincerely,

James H. Ward
 Cell: 253-232-6378
 Mailing Address: 7008 258th St. East Graham, WA 98338
 Home E-mail: [REDACTED]
 Work E-mail: JWard@TailoredSolutions.net

From: Cindy.Haider@wsp.wa.gov [mailto:Cindy.Haider@wsp.wa.gov]
Sent: Wednesday, November 19, 2008 2:56 PM
To: [REDACTED]
Subject: RFQQ C090433PSC

Mr. Ward,
 I need clarification on the quotation given for proposed hourly rate. You have provided the attached but it doesn't state one rate per year. Please provide a new chart:

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

11/20/2008

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.

Lead:

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	\$40.50	\$42.12	\$43.80	\$45.56

Analyst:

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	\$37.50	\$39.00	\$40.56	\$42.18

Thank-you,

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov



WSP Contract No.

Program Information: Program

Category

Program:

Amendment No.

Program Contact: Bureau:

Title

Captain

Other Party

Other No.

Processing Status:

Start Date End Date

Amount User ID

Contract Status

Amendment	<input type="text" value="1"/>
Amd Amount	<input type="text" value="\$54,100"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="3/18/2008"/>
BFS Review	<input type="text" value="3/24/2008"/>
Chief's Office	<input type="text" value="4/4/2008"/>
Transmittal Letter	<input type="text" value="4/9/2008"/>
Mailed to Other Part	<input type="text" value="3/18/2008"/>
Received Back	<input type="text" value="3/24/2008"/>
Distributed	<input type="text" value="4/9/2008"/>

Contract Notes:

Region 3 Criminal Intelligence Analyst. Terminated by letter 9/23/08 JRH.

Amendment	<input type="text"/>
Amd Amount	<input type="text"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="1/3/2008"/>
BFS Review	<input type="text" value="3/24/2008"/>
Chief's Office	<input type="text" value="3/25/2008"/>
Transmittal Letter	<input type="text" value="4/9/2008"/>
Mailed to Other Part	<input type="text" value="3/18/2008"/>
Received Back	<input type="text" value="3/24/2008"/>
Distributed	<input type="text" value="4/9/2008"/>

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	Don Castanares dba Bastion Research
WSP Project Manager	Lt. Randy Drake
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	CD80747PSC
BFS Contracts Specialist	Cindy Haider

A. PRE-CONTRACT PLANNING

1. Description of Services:
Intelligence Analyst Services

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	LE TPP Waj or SIS 001 020 00272
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	Federal
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	WSP + WASPC not available
• Agency resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Other public (governmental) resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
• If former, provide last date of employment.	N/A
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

Personal Service Contract Risk Assessment
Page 2 of 4

If the contract is federally funded, is the Contractor a subrecipient or vendor?	No X
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

B. CONTRACTOR SELECTION AND SCREENING

- What was the process used to select this contractor?
 Competitive Sole Source
- If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

In contract file

- If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

N/A

- Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

Seattle Daily Journal of Commerce -

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

- Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No N/A

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
 If factor is not applicable, risk point = 0. Unknown, risk point = 5.
 1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

Personal Service Contract Risk Assessment
Page 3 of 4

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	3
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3)) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	3
Procurement method: <input type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	1

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	4
Experience and past performance	1
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	0
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	0
Organizational changes (is organization stable or does it have frequent turnover?)	0
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	1
Legal actions (has there been any for the last 12 months? - if so, what?)	1
Background of individuals (do you have resumes?)	1

3. Total Risk Points

27

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

- Were contract and contractor risks assessed prior to entering into a contract?
 Yes No
- Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment
Page 4 of 4

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?
 Yes No
4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	Yes
Review of entity invoices and other documentation	Yes
Conduct onsite reviews or other observations (meetings, etc.)	—
Maintain other periodic contract with contractor (telephone, email, etc.)	Yes
Other: Attends meetings with WASPC	

E. AUDITS (for subrecipients of federal funds)

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	N/A
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	N/A
Was a risk assessment completed to determine whether an audit was needed?	N/A
Is corrective action necessary? Were questioned costs resolved?	N/A
Are audit findings, if any, resolved?	N/A

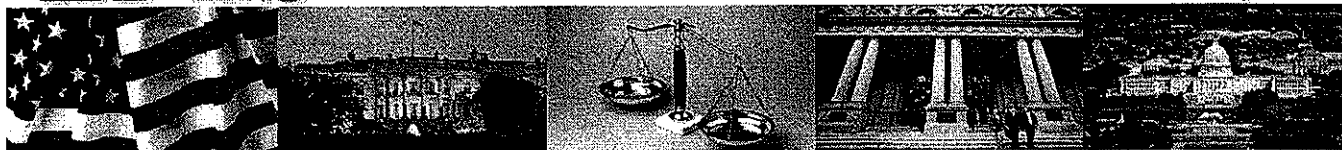
F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes:

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Partial Name : castanares
 As of 18-Apr-2008 6:20 PM EDT
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
- > Advanced Reports
 - > Recent Updates

Archive Search - Past Exclusions

-
- > Advanced Archive Search
 - > Multiple Names
 - > Recent Updates

Contact Information

- > Email: support@epls.gov
eplscments@epls.gov
- > Phone: 1-866-GSA-EPLS
 1-866-472-3757

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 23, 2008 2:21 PM
To: 'castand@co.thurston.wa.us'
Cc: Braniff, Tim (WSP); 'CHAMBEJ@co.thurston.wa.us'
Subject: WSP Contract No. C080747PSC
Attachments: castanares ltr 0908.pdf

Mr. Castanares -

The Washington Association of Sheriffs and Police Chiefs (WASPC) has asked regional law enforcement to determine whether regional federal fiscal year 2008 funding will go to support local analysts; they also asked whether the regions would like the State Patrol to continue managing analyst contracts for each region or whether the regions would like to competitively bid analysts and manage the analyst contracts themselves. We have been informed by Region 2 that they wish to use their homeland security funding for other purposes, and requested that we terminate your contract. The attached letter terminates your contract for convenience effective October 23, 2008; however, funding for your services terminates at the end of your current task order on September 30, 2008, which will be the final day of billable services under your contract.

I can be reached at (360) 596-4052 or via e-mail at jeff.hugdahl@wsp.wa.gov if you have any questions concerning this letter.

9/23/2008

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

September 23, 2008

Mr. Don Castanares
Bastion Research LLC
2112 Tina Court SE
Olympia WA 98513

Dear Mr. Castanares

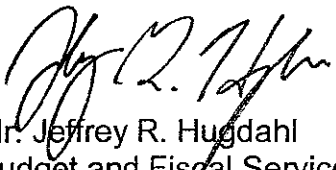
Subject: WSP Contract No. C080747PSC

The purpose of this letter is to terminate the referenced contract between your firm and the Washington State Patrol per Section 28, Termination of Convenience, of the general terms and conditions clause of the contract. The contract will terminate on October 23, 2008.

Please contact me at (360) 596-4052 or e-mail jeff.hugdahl@wsp.wa.gov if you have any questions concerning this letter.

Sincerely,

CHIEF JOHN R. BATISTE


Mr. Jeffrey R. Huddahl
Budget and Fiscal Services

jh

cc: Captain Tim Braniff, Investigative Assistance Division



Hugdahl, Jeff (WSP)

From: Braniff, Tim (WSP)
Sent: Tuesday, September 23, 2008 9:40 AM
To: Hugdahl, Jeff (WSP)
Cc: Solie, Arel (WSP); Drake, Randy (WSP)
Subject: Region 3

I spoke with Chief Pearsal from Thurston and their chiefs and sheriffs group elected not to use the patrol to contract their analyst. They will stay engaged, but want to do their own contracting.

They will be forwarding it in writing. We can proceed with terminating notification with Region 3.

Tim

Captain Timothy P. Braniff
Investigative Assistance Division
Washington State Patrol

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 3/18/08
LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C080747PSC (1)		Other Contract Number	A/R Number
Contract Start Date March 24, 2008		Contract End Date September 30, 2008	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Don Castanares dba Bastion Research LLC			
Contractor Contact Address 2112 Tina Ct SE, Olympia WA 98513			
Contractor Contact Name Mr. Don Castanares		Contractor Contact Phone 360-459-9246	Contractor EIN/SSN [REDACTED]
Contractor E-Mail Address [REDACTED]		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager Lt. Randy Drake		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Sue Aschenbrenner

Remarks: TASK ORDER NO. 1. PERIOD OF PERFORMANCE AND AMOUNT IS FOR THIS TASK ORDER ONLY. REIMBURSES CONTRACTOR AT HOURLY RATE OF \$49.00 (SFY08).

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 3/19
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i> 3/19
Revised Total Amount	\$54,100	Budget Manager	<i>[Signature]</i> 3/19/08 Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Anticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 3/20/08

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00272	SIS6	CE					100

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**
300-365-522 (R 6/03)

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C080747PSC**
Task Order Number: **1**

Contractor: **Don Castanares dba Bastion Research, LLC**

Period of Performance for Task Order: March, 24, September 30,
Start Date: 2008 End Date: 2008

Description of Service: The Contractor shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor during this Task Order is Region 3.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$49.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C080747PSC.

Maximum Task Order Amount: \$54,100.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Don Castanares, (360) 459-9246

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief 4/4/08
Date

Donald H. Castanares 20 MAR 08
Signature Date

DONALD H. CASTANARES, ANALYST
Printed Name and Title

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 3/18/08
 LDS / /

<input type="checkbox"/> Billable over \$10,000				<input type="checkbox"/> Billable under \$10,000		<input checked="" type="checkbox"/> Payable		<input type="checkbox"/> Other:	
WSP Contract Number C080747PSC			Other Contract Number			A/R Number			
Contract Start Date March 24, 2008			Contract End Date September 30, 2011			AFRS End Date			
Contract Title Criminal Intelligence Analyst Services						CFDA No.		QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contractor Name Don Castanares dba Bastion Research, LLC									
Contractor Contact Address 2112 Tina Ct SE, Olympia WA 98513									
Contractor Contact Name Mr. Don Castanares			Contractor Contact Phone 360-459-9246			Contractor EIN/SSN [REDACTED]			
Contractor E-Mail Address [REDACTED]			Contractor Contact Fax			BFS Accountant Name Tanya Pierce			
WSP Project Manager Lt. Randy Drake			WSP Section/Division/Bureau IAD			BFS Budget Analyst Name Sue Aschenbrenner			

Remarks: Requires separate task orders – do not encumber.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 3/19
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$275,000	Budget Manager	<i>[Signature]</i> 3/17/08
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 3/20/08

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00272	SIS6	CE					100%
				SIS7						

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**
 300-365-522 (R 6/03)

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services	WSP Contract No. C080747PSC
	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 Don Castanares	Contractor Doing Business As (DBA) Bastion Research, LLC
Contractor Address 2112 Tina Ct SE Olympia WA 98513	Contractor Federal Employer Identification Number <div style="background-color: black; width: 100px; height: 15px;"></div>
Contact Name Mr. Don Castanares	Contact Telephone 360-459-9246
Contact Fax	Contact E-mail Address <div style="background-color: black; width: 100px; height: 15px;"></div>

WSP Contact Information

WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov	

Contract Start Date March 24, 2008	Contract End Date September 30, 2011	Maximum Contract Amount \$275,000.00
-----------------------------------------------------	-------------------------------------------------------	-------------------------------------------------------

ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:

- Exhibit A, Statement of Work.
- Exhibit B, General Terms and Conditions
- 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 <i>Paul S. Beckley</i>	Date 3.26.08	Contractor Signature <i>Donald H. Castanares</i>	Date 20 MAR 08
Printed Name and Title John R. Batiste, Chief	<i>Paul S. Beckley, Deputy Chief</i>	Printed Name and Title DONALD H. CASTANARES, ANALYST	

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

Contractor Employee	Location of Work
Don Castanares	Region 3

- 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; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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.
- 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

STATEMENT OF WORK (Continued)

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 42.17 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>SFY08 Rate</u>	<u>SFY09 Rate</u>	<u>SFY10 Rate</u>
Don Castanares	\$49.00	\$49.50	\$50.00

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>

STATEMENT OF WORK (Continued)

7. Insurance Requirements.

- a. 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.

- b. 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.

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 judgement 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 C080065PSC or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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.

Donald H. Castanares
Signature of Contractor Employee

DONALD H. CASTANARES, ANALYST
Printed Name and Title

20 MAR 08
Date

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

April 9, 2008

Mr. Don Castanares
Dba Bastion Research, LLC
2112 Tina Ct SE
Olympia WA 98513

Subject: WSP Agreement No. C080747PSC and Task Order No. 1

Enclosed with this letter are two fully executed originals of the referenced agreement and task order between you and the Washington State Patrol. Please keep these originals for your records.

The Washington State Patrol contract tracking number are the agreement numbers referenced above; please use these numbers on all correspondence regarding these agreements. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 753-0692.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L. Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

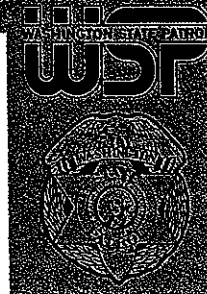
JRH:clh
Enclosure

MAILED
4/9/08



INTERNAL OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C080747PSC and Task Order No. 1
DATE: April 9, 2008

Attached is a fully executed copy of the above-listed contract and task order between the Washington State Patrol and Mr. Don Castanares dba Bastion Research, LLC. Funding for this contract will be encumbered under separate task orders.

Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.

The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above; please use this number on all correspondence and payment documents associated with this contract. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at Micro 11, ext. 208.

clh
JRH:clh
for Attachment

cc: Ms. Sue Aschenbrenner, Budget Section
Captain Tim Braniff, Investigative Assistance Division
Ms. Tanya Pierce, Accounts Payable Section



4/9/08



Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. (1) C080747PSC Period of Performance: 3/24/08-9/30/2011

Contract Title: Criminal Intelligence Analyst Services

Other Party: Don Castanares dba Bastion Research LLC

Amount: \$54,100⁰⁰

- Payable
- Receivable
- Other: _____

Scope of Work: Task Order #1

Analyst for Region 3

Comments:

Grants and Contract Manager: JRH 3/21

Business Office Manager: _____

BFS Administrator: JRH for Bob Mak: 3/25

NSM for NSM 4/3/08

Management Services Bureau Director. JR 4/4/08

Chief: _____



Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C080747PSC Period of Performance: 3/24/08 - 9/30/2011
 Contract Title: Criminal Intelligence Analyst Services
 Other Party: Don Castanares dba Bastion Research LLC

Amount: \$275,000 Payable
 Receivable
 Other: _____

Scope of Work: Contract requires separate task orders.

Analyst for Region 3

Comments:

Grants and Contract Manager: JRL 3/21

Business Office Manager: _____

BFS Administrator: JRL for Bob Mak 3/25

Management Services Bureau Director: _____

Chief: RB 3-26-08

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

March 18, 2008

Mr. Don Castanares
dba Bastion Research, LLC
2112 Tina Ct SE
Olympia WA 98513

Dear Mr. Castanares:

Subject: WSP Agreement No. C080747PSC and Task Order No. 1

Enclosed are two sets each of the referenced agreement and task order between you and the Washington State Patrol. Once you have signed these originals, please return all originals to the following:

Ms. Cindy Haider
Budget and Fiscal Services
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

One fully executed original of each will be returned to you for your records. The Washington State Patrol contract tracking number is referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Haider at (360) 753-0692.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L. Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosures

MAILED
3/18/08



Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Tuesday, April 01, 2008 8:47 PM
To: Haider, Cindy (WSP)
Subject: Re: Don Castanares

SIS7 please. Thank you.
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

----- Original Message -----

From: Haider, Cindy (WSP)
To: Tucker, Rhonda (WSP); Drake, Randy (WSP)
Cc: Aschenbrenner, Susan (WSP)
Sent: Tue Apr 01 15:29:41 2008
Subject: RE: Don Castanares

I had SIS6 but now in relooking at it I am not sure.

Lt - What budget code do you want this too? SIS7 or WAJ7?

Cindy Haider

WSP Contracts

360-753-0692

Cindy.Haider@wsp.wa.gov

From: Tucker, Rhonda (WSP)
Sent: Tuesday, April 01, 2008 3:11 PM
To: Haider, Cindy (WSP)
Subject: Don Castanares

Cindy,

Can you tell me what project code to use when processing Don Castanares's pay voucher? Is it SIS7 or WAJ?

Thanks,

Rhonda Tucker

Washington State Patrol

Investigative Assistance Division

Organized Crime Intelligence Unit

360-704-2402

rhonda.tucker@wsp.wa.gov <mailto:rhonda.tucker@wsp.wa.gov>

Haider, Cindy (WSP)

From: Ursino, Brian (WSP)
Sent: Tuesday, March 18, 2008 5:23 PM
To: Haider, Cindy (WSP)
Cc: Braniff, Tim (WSP)
Subject: RFQQ No. C080747PSC

Attachments: intel analyst080747.doc; task order C080747PSC.doc



intel



task order

yst080747.doc (154)080747PSC.doc (44

Approved. Thanks.

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

From: Haider, Cindy (WSP)
To: Ursino, Brian (WSP)
Cc: Braniff, Tim (WSP); Drake, Randy (WSP)
Sent: Tue Mar 18 15:58:43 2008
Subject: RFQQ No. C080747PSC

Assistant Chief,

Please provide your approval on the attached Contract and Task Order No. 1 for Mr. Don Castanares. He is the chosen proposer for the Criminal Intelligence Analyst, Region 3.

Thank-you,

Cindy Haider

WSP Contracts

360-753-0692

Cindy.Haider@wsp.wa.gov

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Sent: Tuesday, March 18, 2008 5:23 PM
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intel



task order

yst080747.doc (154)080747PSC.doc (44

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Sent: Tuesday, March 18, 2008 5:23 PM
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Attachments: intel analyst080747.doc; task order C080747PSC.doc



intel



task order

yst080747.doc (154)80747PSC.doc (44

Approved. Thanks.

Sent from my BlackBerry Wireless Handheld

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Thank-you,

Cindy Haider

WSP Contracts

360-753-0692

Cindy.Haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Tuesday, March 18, 2008 3:59 PM
To: Ursino, Brian (WSP)
Cc: Braniff, Tim (WSP); Drake, Randy (WSP)
Subject: RFQQ No. C080747PSC
Attachments: intel analyst080747.doc; task order C080747PSC.doc

Assistant Chief,
Please provide your approval on the attached Contract and Task Order No. 1 for Mr. Don Castanares. He is the chosen proposer for the Criminal Intelligence Analyst, Region 3.

Thank-you,
Cindy Haider
WSP Contracts
360-753-0692
Cindy.Haider@wsp.wa.gov

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, April 11, 2008 1:01 PM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 3/25/2008 3:54:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 38332-00

Contractor Legal Name: Castanares, Don
Contractor TIN: 539868540

Agency: 225
Agency Contract #: C080747PSC
Filed Date: 3/25/2008 3:54:00 PM
Start Date: 3/24/2008
Filed By: Cindy Haider

Contract Value: \$275,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, April 02, 2008 11:24 AM
To: Haider, Cindy (WSP)
Subject: PSCD: Contract Comment: Agency 225 - Filed Date 3/25/2008 3:54:00 PM.

Laura Wood made the following comment about this contract: Please remember to type individual contractor names in with the Last Name, First Name format. I made the change to this contractor's name. Thanks!

Contract Reference Number: 61121

Contractor Legal Name: Castanares, Don
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C080747PSC
Filed Date: 3/25/2008 3:54:00 PM
Start Date: 3/24/2008
Filed By: Cindy Haider

Contract Value: \$275,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Haider, Cindy (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Tuesday, March 25, 2008 3:54 PM
To: Haider, Cindy (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 3/25/2008 3:54:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 61121

Contractor Legal Name: Don Castanares
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C080747PSC
Filed Date: 3/25/2008 3:54:00 PM
Start Date: 3/24/2008 Filed By: Cindy Haider

Contract Value: \$275,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

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Filing Summary	Original Filing Summary	Filing Justification	Original Filing Justification	Correspondence	Attachments
--------------------------------	-----------------------------------------	--------------------------------------	-----------------------------------------------	-----------------------	-----------------------------

Your answer was sent to OFM.

Currently Processing

 [To Main Correspondence](#)

Filing Number: Not Yet Available

Agency: WSP

Reference Number: 61121

TIN: XXXXXXXXXX

Legal Name: Castanares, Don

Status:



Legend



Section has Changed



Info Required To Complete

Filing



In Process - Being

Analyzed



In Process - Request

Further Info



File Failed Virus Check

Question

Date:

4/2/2008

By:

Laura Wood

Regarding:

Other

Question:

Status



The filing indicates that this is federal money, however I don't see any debarment/suspension language in your contract (contractor certifies that they are not debarred or suspended from doing work under contracts using federal money). Is this a requirement for the federal money used here, or was it handled another way (contractor signed a separate certification form, maybe?). Should the contract be revised to include the debarment/suspension language? If the contract has already been signed by the contractor please be aware of this issue for future contracts with federal funding. You might also want to amend this contract to add this language.

Answer Date:

4/8/2008

By:

Cindy Haider



File Passed Virus Check



In Process Contact



Processed Contact

Answer:

For personal service contracts WSP checks the Contractors against the Excluded Parties List System and documents on a Personal Service Contract Risk Assessment form.



PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 61121

Agency Contract Number: C080747PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN

Legal Name Don Castanares

DBA Bastion Research LLC

UBI 602758083

Address 2112 Tina Ct SE, Olympia, WA USA 98513

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$275,000			\$275,000
Contract Total				\$275,000

Contract Dates

Filed Date	Start Date	End Date
------------	------------	----------

03/24/2008

09/30/2011

Contacts

Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	In Process
Cindy Haider	(360)753-0692	cindy.haider@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification**Reason for Late Filing:**

I apologize for inadvertently neglecting to file this contract with OFM in the proper timeframe.

Action taken to prevent future Late Filings:

I will be making a checklist for this type of personal service contracts to ensure the entire process is completed.

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers. 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. Nine Regional Intelligence Groups (RIGs) have been created to provide criminal intelligence services in an effort to prevent terrorism. The RIGs are located regionally throughout Washington State, and are comprised of representatives of local and state law enforcement agencies. The RIGs serve to provide regionally-focused intelligence analysis products, and well as a conduit for information to and from the WAJAC.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Competitive Solicitation Process

Advertisement Information

Name of the newspapers the advertisement was published in: Daily Journal of Commerce

Solicitation Notification

Number of Solicited Documents: 9. This document was posted on the Internet.

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The Contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of local jurisdictions that will be receiving the services

Names of Firms Responding With Proposals.

Mantis Consulting Service

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center staff to score vendor education, training and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. Proposed consultant team members were separated by work location availability; the highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating the regional intelligence centers and the WAJAC where the proposed consultant team members would work. The final selection was based on the outcome of these interviews.

Reasonableness of Cost

How was it determined that costs are fair and reasonable, or within the competitive range?

The hourly rate is comparable to other contractors submitting proposals for these services.

Attachments

intel analyst080747.doc - 150528kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

>Logout

Home Filing Queues Admin Search Contact Us Links Help

Agency	Contractor	State Employee	Contract	Attachments	Filing Summary
------------------------	----------------------------	--------------------------------	--------------------------	-----------------------------	--------------------------------

Your changes have been made successfully.

File New Contract for

Filing Number: Not Yet Available

Agency: WSP

Reference Number: 61121

TIN: XXXXXXXXXX

Legal Name: Don Castanares

Agency Contract #: C080747PSC

Status:



Filing Justification

Select the filing justification section to view or edit		
Specific Problem or Need 	Other Public Resources 	Competitive Solicitation Process
Evaluation	Reasonableness of Cost	

Procurement: Competitive / **Contract:** \$20,000 +

Legend

- Info Entered In Section
- Info Required To Submit
- Saved Filing
- Submitted Filing
- File Passed Virus Check
- File Failed Virus Check

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.



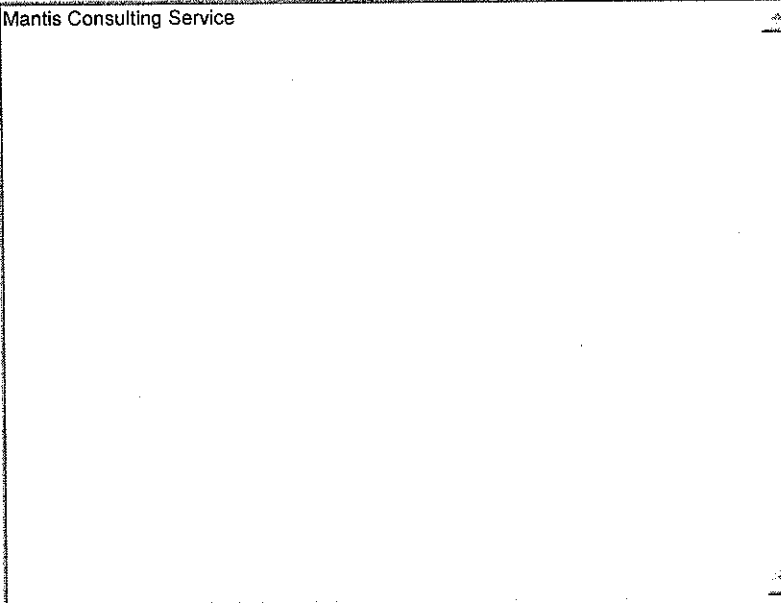
In Process Contact

Processed Contact

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Names of Firms Responding With Proposals.

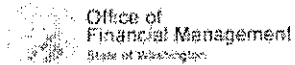
Mantis Consulting Service



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Save Answers



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Agency	Contractor	State Employee	Contract	<u>Attachments</u>	<u>Filing Summary</u>
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Filing Number: Not Yet Available

Agency: WSP

Reference Number: 61121

TIN: XXXXXXXXXX

Legal Name: Don Castanares

Agency Contract #: C080747PSC

Status:



Filing Justification

Select the filing justification section to view or edit		
Specific Problem or Need	<u>Other Public Resources</u>	<u>Competitive Solicitation Process</u>
<u>Evaluation</u>	<u>Reasonableness of Cost</u>	

Procurement: Competitive / **Contract:** \$20,000 +

Legend

- Info Entered In Section
- Info Required To Submit
- Saved Filing
- Submitted Filing
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- File Failed Virus Check

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.



In Process Contact

Processed Contact

The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers.

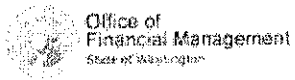
The Washington Joint Analytical Center is housed at the Seattle Field Office of the Federal Bureau of Investigation (FBI). WAJAC builds on existing intelligence efforts by local, regional, and federal agencies by organizing and disseminating threat information and other intelligence efforts to law enforcement 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.

Nine Regional Intelligence Groups (RIGs) are being created to provide criminal intelligence services in an effort to prevent terrorism. The RIGs are located regionally throughout Washington State, and are comprised of representatives of local and state law enforcement agencies. The RIGs serve to provide regionally-focused intelligence analysis products, and well as a conduit for information to and from the WAJAC.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Save Answers



PSCD OFFICE OF FINANCIAL MANAGEMENT Personal Service Contracts Database

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Agency	Contractor	State Employee	Contract	Attachments	Filing Summary
------------------------	----------------------------	--------------------------------	--------------------------	-----------------------------	--------------------------------

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Filing Number: Not Yet Available

Agency: WSP

Reference Number: 61121

TIN:

Legal Name: Don Castanares

Agency Contract #: C080747PSC

Status:



Filing Justification

Select the filing justification section to view or edit		
Specific Problem or Need 	Other Public Resources 	Competitive Solicitation Process
Evaluation	Reasonableness of Cost	

Procurement: Competitive / Contract: \$20,000 +

Legend

- Info Entered In Section
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- Submitted Filing
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- File Failed Virus Check

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.



In Process Contact



Processed Contact

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Save Answers



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Agency	Contractor	State Employee	Contract	Attachments	Filing Summary
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Filing Number: Not Yet Available

Agency: WSP

Reference Number: 61121

TIN:

Legal Name: Don Castanares

Agency Contract #: C080747PSC

Status:



Filing Justification

Select the filing justification section to view or edit		
<u>Specific Problem or</u> Need	<u>Other Public Resources</u> 	<u>Competitive Solicitation</u> Process
<u>Evaluation</u>	<u>Reasonableness of Cost</u>	

Procurement: Competitive / Contract: \$20,000 +

Legend

- Info Entered In Section
- Info Required To Submit
- Saved Filing
- Submitted Filing
- File Passed Virus Check
- File Failed Virus Check

Competitive Solicitation Process

Advertisement Information

Advertisement Required

- Name of the newspapers the advertisement was published in.
 - Daily Journal of Commerce
 - Seattle Times



In Process Contact

Processed Contact

Seattle Post-Intelligencer

Tacoma News Tribune

Wall Street Journal

Spokesman Review

If published in a publication, in addition to one of the six above, include below.

Services will be provided entirely outside WA, OR or ID but in the U.S., and the advertisement was published in:

Services will be provided primarily outside the U.S., and the advertisement was published in:

Failed to Publish. Explain why below.

Exception. Advertisement not Required.

GA WEBS Notification Used

Award based on 2nd-tier competition for IT services through GA Master Personal Service Contracts.

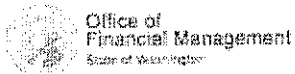
Solicitation Notification

Bidder Notification - Provide the number of firms that were either directly sent the solicitation document or notice of the solicitation (per OFM Policy 15.20.30.c.)

Internet

Notification regarding the solicitation was also posted on the Internet.

[Save Answers](#)



Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C080747PSC (1)	Other Contract Number	A/R Number
Contract Start Date March 24, 2008	Contract End Date September 30, 2008	AFRS End Date
Contract Title Criminal Intelligence Analyst Services	CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Don Castanares dba Bastion Research LLC		
Contractor Contact Address 2112 Tina Ct SE, Olympia WA 98513		
Contractor Contact Name Mr. Don Castanares	Contractor Contact Phone 360-459-9246	Contractor EIN/SSN [REDACTED]
Contractor E-Mail Address [REDACTED]	Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager Lt. Randy Drake	WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Sue Aschenbrenner

Remarks: TASK ORDER NO. 1. PERIOD OF PERFORMANCE AND AMOUNT IS FOR THIS TASK ORDER ONLY. REIMBURSES CONTRACTOR AT HOURLY RATE OF \$49.00 (SFY08).

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	
Amendment Amount	\$	Business Office Manager	
Revised Total Amount	\$54,100	Budget Manager	Allot: <input type="checkbox"/> Yes <input type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input type="checkbox"/> No
Indirect Costs	%	Accounting Manager	

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00272	SIS6	CE					100

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
 Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
 Travel Authorized: Yes No Voluntary O/T: Yes No
 Special Rules: Yes No _____
 Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
 Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
 Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____
 Primary Org Code: _____ Other Org Codes: _____
 Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**
 300-365-522 (R 6/03)

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C080747PSC**
Task Order Number: **1**

Contractor: **Don Castanares dba Bastion Research, LLC**

Period of Performance for Task Order: Start Date: March, 24, 2008 End Date: September 30, 2008

Description of Service: The Contractor shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor during this Task Order is Region 3.

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$49.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C080747PSC.

Maximum Task Order Amount: \$54,100.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (360) 704-2393

Contractor Contact Name and Telephone Number: Mr. Don Castanares, (360) 459-9246

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature Date

Printed Name and Title

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 3/18/08
 LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C080747PSC		Other Contract Number		A/R Number	
Contract Start Date March 24, 2008		Contract End Date September 30, 2011		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Don Castanares dba Bastion Research, LLC					
Contractor Contact Address 2112 Tina Ct SE, Olympia WA 98513					
Contractor Contact Name Mr. Don Castanares		Contractor Contact Phone 360-459-9246		Contractor EIN/SSN [REDACTED]	
Contractor E-Mail Address [REDACTED]		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager Lt. Randy Drake		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Sue Aschenbrenner	

Remarks: Requires separate task orders – do not encumber.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	
Amendment Amount	\$	Business Office Manager	
Revised Total Amount	\$275,000	Budget Manager	Allot: <input type="checkbox"/> Yes <input type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input type="checkbox"/> No
Indirect Costs	%	Accounting Manager	

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00272	SIS6	CE					100%

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: **Captain Braniff**

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C080747PSC	
		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 Don Castanares		Contractor Doing Business As (DBA) Bastion Research, LLC	
Contractor Address 2112 Tina Ct SE Olympia WA 98513		Contractor Federal Employer Identification Number [REDACTED]	
Contact Name Mr. Don Castanares		Contact Telephone 360-459-9246	
Contact Fax		Contact E-mail Address [REDACTED]	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Randy Drake		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2393	Fax (360) 704-2973	E-mail Address randy.drake@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date March 24, 2008	Contract End Date September 30, 2011	Maximum Contract Amount \$275,000.00	
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

<u>Contractor Employee</u>	<u>Location of Work</u>
Don Castanares	Region 3

- 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; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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.
- 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

STATEMENT OF WORK (Continued)

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 42.17 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>SFY08 Rate</u>	<u>SFY09 Rate</u>	<u>SFY10 Rate</u>
Don Castanares	\$49.00	\$49.50	\$50.00

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>

STATEMENT OF WORK (Continued)

7. Insurance Requirements.

- a. 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.

- b. 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.

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 judgement 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 C080065PSC or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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



WSP Contract No.

Program Information: Program

Category

Program:

Amendment No.

Program Contact: Bureau:

Title

Captain

Other Party

Other No.

Processing Status:

Start Date End Date

Amount User ID

Contract Status

Amendment	<input type="text" value="1"/>
Amd Amount	<input type="text" value="(\$24,600)"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text" value=""/>
Attorney General	<input type="text" value=""/>
Bureau Cdr IOC	<input type="text" value=""/>
BFS Notification	<input type="text" value="6/21/2006"/>
BFS Review	<input type="text" value="7/6/2006"/>
Chief's Office	<input type="text" value="7/6/2006"/>
Transmittal Letter	<input type="text" value="6/21/2006"/>
Mailed to Other Part	<input type="text" value="6/21/2006"/>
Received Back	<input type="text" value="7/6/2006"/>
Distributed	<input type="text" value="7/24/2006"/>

Contract Notes:

Amendment	<input type="text" value="0"/>
Amd Amount	<input type="text" value="\$295,000"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text" value=""/>
Attorney General	<input type="text" value=""/>
Bureau Cdr IOC	<input type="text" value="6/21/2006"/>
BFS Notification	<input type="text" value="6/21/2006"/>
BFS Review	<input type="text" value="7/6/2006"/>
Chief's Office	<input type="text" value="7/6/2006"/>
Transmittal Letter	<input type="text" value="6/21/2006"/>
Mailed to Other Part	<input type="text" value="6/21/2006"/>
Received Back	<input type="text" value="7/6/2006"/>
Distributed	<input type="text" value="7/24/2006"/>

Amendment	<input type="text" value="2"/>
Amd Amount	<input type="text" value="(\$97,000)"/>

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 9/20/07

LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C070061PSC (3)		Other Contract Number	A/R Number
Contract Start Date October 1, 2007		Contract End Date September 30, 2008	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Douglas Larm dba: Operational Applications			
Contractor Contact Address			
Contractor Contact Name		Contractor Contact Phone	Contractor EIN/SSN
Contractor E-Mail Address		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager LT Zeller		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Shawn Eckhart

Remarks: Period of performance and amount is for this Task Order only. Reimburses Contractor at hourly rate of \$44.00, and for travel costs at state rates when approved by WSP.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 10/10/07
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i> 10/9/07
Revised Total Amount	\$97,000	Budget Manager	<i>[Signature]</i> 10/16/07
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 10/16/07

Allot: Yes No
 Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00272	SIS6	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue	<input type="checkbox"/> Interagency Reimbursement
<input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: _____

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C070061PSC**
Task Order Number: **3**

Contractor: **Douglas Larm/Operational Applications**

Period of Performance for Task Order: Start Date: October 1, 2007 End Date: September 30, 2008

Description of Service: The Contractor's Employee (Doug Larm) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Region 6 Regional Intelligence Group (King County/Seattle Police Department).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$44.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C070061PSC.

Maximum Task Order Amount: \$97,000

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Doug Larm

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

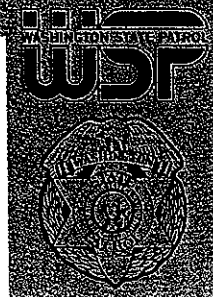
John R. Batiste, Chief 9/30/07
Date

[Signature] 24 SEPT 2007
Signature Date

DOUG LARM PRESIDENT OF INC.
Printed Name and Title

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Task Order 3 to WSP Contract No. C070061PSC
DATE: October 26, 2007

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Douglas Larm. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Mr. Shawn Eckhart, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

October 26, 2007

Mr. Doug Larm
Operational Applications
13405 - 159th Street Ct E
Puyallup WA 98374

Dear Mr. Larm:

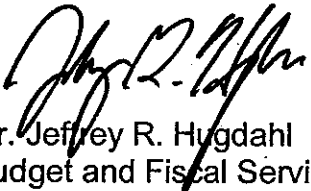
Subject: Task Order 3 to WSP Contract No. C070061PSC

Enclosed with this letter is one fully executed original of each of the referenced contracts between the Washington State Patrol and your firm. Please keep these originals for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this contract. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE


Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. 607006IPSL(2) Period of Performance: 10/1/07 - 9/30/08
 Contract Title: Criminal Intelligence Analyst Services
 Other Party: Doug Lamm

Amount: \$97,000
 Payable
 Receivable
 Other:

Scope of Work: Extends to fund one additional year.
WATAC / State Integrated Intelligence System -
LETTP.

Comments:

Grants and Contract Manager: JRH 10/3

Business Office Manager: _____

BFS Administrator: RPM 10/3

Management Services Bureau Director: [Signature] 10/3

Chief: _____

WASHINGTON STATE PATROL Task Order

WSP Contract Number: **C070061PSC**
Task Order Number: **3**

Contractor: **Douglas Larm/Operational Applications**

Period of Performance for Task Order: Start Date: **October 1, 2007** End Date: **September 30, 2008**

Description of Service: The Contractor's Employee (Doug Larm) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Region 6 Regional Intelligence Group (King County/Seattle Police Department).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$44.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C070061PSC.

Maximum Task Order Amount: **\$97,000**


WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Doug Larm

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

 24 SEP 2007

Signature Date

DOUG LARM PRESIDENT OF INC.

Printed Name and Title

Operational Applications Incorporated

13405 159th Street Court East
Puyallup WA 98374

-----**Facsimile Cover Sheet**-----

Date Sent: 24 September 2007

TO: Jeff Hugdahl
WSP Budget and Fiscal Services
PO Box 42602
Olympia WA 98504-2602

FROM: Doug Larm
Operational Applications Inc.
253-226-9564

Facsimile number: 360-664-0657

This is page 1 of 2 pages

Message:

Attention—JEFF HUGDAHL/WSP Budget and Fiscal Services

Signed copy of Washington State Patrol Task Order 3/Contract Number C070061PSC

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C070061PSC**
Task Order Number: **3**

Contractor: **Douglas Larm/Operational Applications**

Period of Performance for Task Order: Start Date: October 1, 2007 End Date: September 30, 2008

Description of Service: The Contractor's Employee (Doug Larm) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Region 6 Regional Intelligence Group (King County/Seattle Police Department).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$44.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C070061PSC.

Maximum Task Order Amount: \$97,000

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Doug Larm

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

[Signature] 24 SEP 2007
Signature Date

DOUG LARM PRESIDENT OAI INC.
Printed Name and Title

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Thursday, September 20, 2007 2:51 PM
To: 'Doug Larm'
Cc: Zeller, Kevin (WSP)
Subject: RE: Criminal intelligence analyst contract extension
Attachments: task order 3 - operational appl.doc

Mr. Larm –

Attached is a task order for your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment is acceptable, please have an authorized individual for your company sign and date the task order, fax the task order to my attention at (360) 664-0657, and send the task order with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the task order via fax no later than Sunday, September 30, 2007 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of the task order to you for your records.

Please let me know if you have any questions.

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C070061PSC (2) Other Contract Number A/R Number

Contract Start Date October 1, 2006 Contract End Date September 30, 2007 AFRS End Date

Contract Title Criminal Intelligence Analyst Services CFDA No. QFSR Yes No

Contractor Name Douglas Larm dba: Operational Applications

Contractor Contact Address

Contractor Contact Name Contractor Contact Phone Contractor EIN/SSN

Contractor E-Mail Address Contractor Contact Fax BFS Accountant Name Tanya Pierce

WSP Project Manager LT Huntley WSP Section/Division/Bureau IAD BFS Budget Analyst Name Eileen Nashleanas

Remarks: Period of performance and amount is for this Task Order only. Reimburses Contractor at hourly rate of \$44.00, and for travel costs at state rates when approved by WSP.

Table with 3 columns: Contract Amount, Position, Signature and Date. Includes rows for Previous Contract Amount, Amendment Amount, Revised Total Amount, and Indirect Costs. Includes handwritten signatures and dates.

Table with 11 columns: Master Index, Fund, AI, PI, Project, Sub Object, Revenue Code (Major Group, Major Source, Sub Source), TAR Code, Percent/Amount. Row 1: SIS6, 001, 020, 00270, SIS6, CE.

Billable Contracts Only
Mileage Allowed: Yes No
Std Mileage Rate: Yes No
Travel Authorized: Yes No
Special Rules: Yes No
Prorate Leave to Contract: Yes No
Overtime Allowed: Yes No
Contract Pays Only O/T Cost: Yes No
Primary Org Code: Other Org Codes:

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C070061PSC**
Task Order Number: **2**

Contractor: **Douglas Larm**

Period of Performance for Task Order: Start Date: **October 1, 2006** End Date: **September 30, 2007**

Description of Service: The Contractor's Employee (Doug Larm) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Region 6 Regional Intelligence Group (King County/Seattle Police Department).

Fees: Service Cost: WSP shall reimburse the Contractor at following hourly rate (s):
October 1, 2006 – June 30, 2007: \$44.00
July 1, 2007 – September 30, 2007: \$44.00

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C070061PSC.

Maximum Task Order Amount: \$97,000

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Doug Larm

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

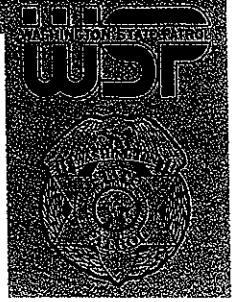
John R. Batiste, Chief 9/30/06
Date

Signature 26 SEP 06
Date

DOUG LARM PRESIDENT
Printed Name and Title

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Task Order 2 to WSP Contract No. C070061PSC
DATE: November 3, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Douglas Larm. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jm

Attachment

cc: Ms. Eileen Nashleanas, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

November 3, 2006

Mr. Doug Larm
Operational Applications
13405 - 159th Street Ct E
Puyallup WA 98374

Dear Mr. Larm :

Subject: Task Order 2 to WSP Contract No. C070061PSC

Enclosed with this letter is one fully executed original of each of the referenced contracts between the Washington State Patrol and your firm. Please keep these originals for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this contract. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Huddahl
Budget and Fiscal Services

jh
Enclosure



SEATTLE POLICE DEPARTMENT
CRIMINAL INTELLIGENCE SECTION

610 Fifth Avenue, Unit 348, P.O. Box 34986
Seattle, Washington 98124-4986



FACSIMILE COVER SHEET

Date Sent: 27 SEP 06

TO: JEFF HUGDAHL
COSP BUDGET & FACAL SERVICES
PO BOX 4260Z
OLYMPIA WA 98504-260Z

Facsimile number: (360) 664-0657
Telephone number: (206)

FROM:

Criminal Intelligence Section
610 5th Avenue, Unit 348
P.O. Box 34986
Seattle, WA 98124-4986

Facsimile telephone number: (206) 684 8014
Office telephone number: (206) 684 8770

This is page 1 of 2 pages

Message:

COSP CONTRACT No. C070061PSC
TASK ORDER NO. 2
CONTRACTOR: DOUGLAS LARUI

CONFIDENTIALITY - This facsimile transmission and accompanying documents may contain confidential information. This facsimile transmission and all accompanying attachments are intended solely for the above named recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this facsimile in error, please contact the sender at the voice phone number listed above to arrange for the return of the documents.

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: C070061PSC
Task Order Number: 2

Contractor: Douglas Larm

Period of Performance for Task Order: Start Date: October 1, 2006 End Date: September 30, 2007

Description of Service: The Contractor's Employee (Doug Larm) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Region 6 Regional Intelligence Group (King County/Seattle Police Department).

Fees: Service Cost: WSP shall reimburse the Contractor at following hourly rate (s):
October 1, 2006 – June 30, 2007: \$44.00
July 1, 2007 – September 30, 2007: \$44.00
Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C070061PSC.

Maximum Task Order Amount: \$97,000

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Doug Larm

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

DOUG LARM PRESIDENT
Printed Name and Title



Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. 607006(PSC(2)) Period of Performance: 10/1/06 - 9/30/07
 Contract Title: Criminal Intelligence Analyst Services
 Other Party: Douglas LARM

Amount: \$97,000
 Payable
 Receivable
 Other:

Scope of Work: Extends for one add'l year.
Paid out of LETPP FFWD & OG grants.

Comments:

Grants and Contract Manager: TRH 10/27

Business Office Manager: _____

BFS Administrator: RJM 10/27/06

Management Services Bureau Director: [Signature]

[Signature]
 Chief

SEATTLE POLICE DEPARTMENT CRIMINAL INTELLIGENCE SECTION



610 Fifth Avenue, Unit 348, P.O. Box 34986
Seattle, Washington 98124-4986

FACSIMILE COVER SHEET

Date Sent: 27 SEP 06

TO: JEFF HUGDAHL
CWSB BUDGET & FACAL SERVICES
PO BOX 42602
OLYMPIA WA 98504-2602

Facsimile number: (360) 664-0657
Telephone number: (206)

FROM:

Criminal Intelligence Section
610 5th Avenue, Unit 348
P.O. Box 34986
Seattle, WA 98124-4986

Facsimile telephone number: (206) 684 8014
Office telephone number: (206) 684 8770

This is page 1 of 2 pages

Message:

CWSB CONTRACT NO. C070061PSC
TASK ORDER NO. 2
CONTRACTOR: DOUGLAS LAZUM

CONFIDENTIALITY - This facsimile transmission and accompanying documents may contain confidential information. This facsimile transmission and all accompanying attachments are intended solely for the above named recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this facsimile in error, please contact the sender at the voice phone number listed above to arrange for the return of the documents.

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: C070061PSC
Task Order Number: 2

Contractor: Douglas Larm

Period of Performance for Task Order: Start Date: October 1, 2006 End Date: September 30, 2007

Description of Service: The Contractor's Employee (Doug Larm) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Region 6 Regional Intelligence Group (King County/Seattle Police Department).

Fees: Service Cost: WSP shall reimburse the Contractor at following hourly rate (s):
October 1, 2006 – June 30, 2007: \$44.00
July 1, 2007 – September 30, 2007: \$44.00

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C070061PSC.

Maximum Task Order Amount: \$97,000

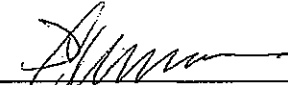
WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

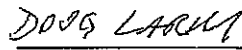
Contractor Contact Name and Telephone Number: Mr. Doug Larm

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

 26 SEP 06
Signature Date

 PRESIDENT
Printed Name and Title

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 26, 2006 12:25 PM
To: 'doug.larm@us.army.mil'
Cc: Huntley, Keith (WSP); Ladines, Lance (WJAC)
Subject: RE: Criminal intelligence analyst contract extension
Attachments: larm task order 2 0906.doc

Attached is a task order for your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 664-0657, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Friday, September 29, 2006 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of the amendment to you for your records.

Please let me know if you have any questions.

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C070061PSC**
Task Order Number: **2**

Contractor: **Douglas Larm**

Period of Performance for Task Order: Start Date: October 1, 2006 End Date: September 30, 2007

Description of Service: The Contractor's Employee (Doug Larm) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Region 6 Regional Intelligence Group (King County/Seattle Police Department).

Fees: Service Cost: WSP shall reimburse the Contractor at following hourly rate (s):
October 1, 2006 – June 30, 2007: \$44.00
July 1, 2007 – September 30, 2007: \$44.00

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C070061PSC.

Maximum Task Order Amount: \$97,000

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Doug Larm

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature Date

Printed Name and Title

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C070061PSC (1)		Other Contract Number	A/R Number
Contract Start Date DOE 7/12/06		Contract End Date September 30, 2006	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Douglas Larm dba: Operational Applications			
Contractor Contact Address			
Contractor Contact Name		Contractor Contact Phone	Contractor EIN/SSN
Contractor E-Mail Address		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Eileen Nashleanas

Remarks: Period of performance and amount is for this Task Order only. Reimburses Contractor at hourly rate of \$44.00, and for travel costs at state rates when approved by WSP.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 6/21/06
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$24,600	Budget Manager	<i>[Signature]</i> 6/21/06
Indirect Costs %		Accounting Manager	<i>[Signature]</i>

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: _____
300-365-522 (R 6/03)

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: C070061PSC
Task Order Number: 1

Contractor: **Douglas Larm/Operational Applications**

Period of Performance for Task Order: Start Date: Date of Execution End Date: September 30, 2006

Description of Service: The Contractor's Employee (Doug Larm) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Region 6 Regional Intelligence Group (King County/Seattle Police Department).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$44.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C070061PSC.

Maximum Task Order Amount: \$24,600

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Doug Larm,

FOR THE WASHINGTON STATE PATROL:

Paul S. Beckley 7-12-06
John R. Batiste, Chief Date

FOR THE CONTRACTOR:

[Signature] 4 July 2006
Signature Date

DOUGLAS LARM SOLE-PROPRIETOR
Printed Name and Title

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C070061PSC		Other Contract Number		A/R Number	
Contract Start Date DOE 7/12/06		Contract End Date June 30, 2009		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Douglas Larm dba: Operational Applications					
Contractor Contact Address 13405 - 159th Street Ct E, Puyallup WA 98374					
Contractor Contact Name Doug Larm		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Eileen Nashleanas	

Remarks: Requires separate task orders – do not encumber.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i>
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$295,000	Budget Manager	<i>[Signature]</i>
Indirect Costs	%	Accounting Manager	<i>[Signature]</i>

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CE					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
Travel Authorized: Yes No Voluntary O/T: Yes No
Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____
300-365-522 (R 6/03)

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services	WSP Contract No. C070061PSC
	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 Douglas Larm	Contractor Doing Business As (DBA) Operational Applications
Contractor Address 13405 - 159th Street Ct E Puyallup WA 98374	Contractor Federal Employer Identification Number <div style="background-color: black; width: 100px; height: 15px;"></div>
Contact Name Mr. Doug Larm	Contact Telephone <i>(253) 226-9564</i>
Contact Fax	Contact E-mail Address <i>DOUG.LARM@US.ARMY.MIL</i>

WSP Contact Information

WSP Project Manager Name and Title Lieutenant Keith Huntley		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2422	Fax (360) 704-2973	E-mail Address keith.huntley@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov	

Contract Start Date Date of Final Signature	Contract End Date June 30, 2009	Maximum Contract Amount \$295,000
--------------------------------------------------------------	--------------------------------------------------	----------------------------------------------------

ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:

- Exhibit A, Statement of Work.
- Exhibit B, General Terms and Conditions
- 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 <i>John R. Batiste</i>	Date <i>7-12-06</i>	Contractor Signature <i>Douglas Larm</i>	Date <i>4 JULY 2006</i>
Printed Name and Title John R. Batiste, Chief		Printed Name and Title <i>DOUGLAS LARM SOLE-PROPRIETOR</i>	

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

<u>Contractor Employee</u>	<u>Location of Work</u>
Doug Larm	Region 6 Regional Intelligence Group (King County/Seattle Police Department)

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; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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.

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

STATEMENT OF WORK (Continued)

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 42.17 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>Year 1 Rate</u>	<u>Year 2 Rate</u>	<u>Year 3 Rate</u>
Doug Larm	\$44.00	\$44.00	\$44.00

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>

STATEMENT OF WORK (Continued)

7. Insurance Requirements.

- a. 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.
- b. 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.

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 judgement 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 5 (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information").

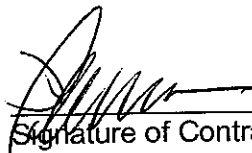
Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, 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

DOUGLAS LAMM SALE-ACCOMPLISHER

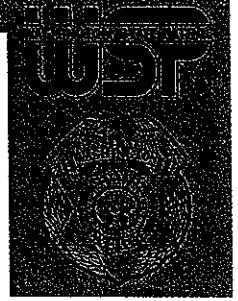
Printed Name and Title

4 JULY 2006

Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C070061PSC and Task Order 1
DATE: July 24, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Mr. Douglas Larm/Operational Applications. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

July 24, 2006

Mr. Doug Larm
Operational Applications
13405 - 159th Street Ct E
Puyallup WA 98374

Dear Mr. Larm :

Subject: WSP Contract No. and Task Order 1

Enclosed with this letter is one fully executed original of each of the referenced contracts between the Washington State Patrol and your firm. Please keep these originals for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this contract. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

jh
Enclosure





**Budget and Fiscal Services
Contract Routing Face Sheet**

Contract No. CO700GIPSC Period of Performance: DOE - 6/30/09 New
Contract Title: Criminal Total Analyst Services Amendment
Other Party: Douglas LAMM Recurring

Amount: \$295,000* Payable
 Receivable
 Other: _____

Scope of Work: * Maximum amount - Task Order 1 = \$24,600
through September 30, 2006.
Funded under LETPP FFY04.

Comments:
Grants and Contract Manager: JRM 7/6

Business Office Manager: _____

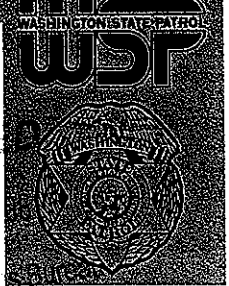
BFS Administrator: _____

Management Services Bureau Director: [Signature]

Chief: [Signature]

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Assistant Chief David J. Karnitz, Investigative Services Bureau
FROM: Mr. Robert L. Maki, Budget and Fiscal Services
SUBJECT: WSP Agreement No. C070061PSC
DATE: June 21, 2006

Attached is a copy of the above-listed draft agreement between the Washington State Patrol and Operational Applications. Please note this agreement:

- Exceeds \$25,000
Exceeds 5 years
Has no "escape" clause
Other:

Please review the agreement and indicate your approval/disapproval or suggested revisions or comments in the space provided below, and return this IOC and the attached agreement to Mr. Jeff Hugdahl by June 28, 2006.

The Budget and Fiscal Services agreement tracking number is the Agreement Number noted above. This number should be used on all correspondence regarding the agreement. If you have any questions or concerns, please contact Mr. Hugdahl at Micro 11, ext. 179.

JRH for:
RLM:JH
Attachment

Approve: [handwritten checkmark]
Disapprove:

Revisions/Comments:

Four horizontal lines for writing revisions or comments.

Signature: [handwritten signature: A J C D J Karnitz]
Date: 6-27-06





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

June 21, 2006

Mr. Doug Larm
Operational Applications
13405 - 159th Street Ct E .
Puyallup WA 98374

Dear Mr. Larm:

Subject: WSP Contract No. C070061PSC; and Task Order 1 under WSP Contract No. C070061PSC

Enclosed are two originals of each of the referenced contractual documents between the Washington State Patrol and your firm. Once an approved representative of your firm has signed and dated these originals, please return all originals to me at the following address:

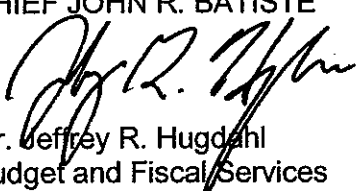
Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

Please have your employee providing services under this Contract sign and date one copy of Exhibit C, Contractor Employee Nondisclosure Agreement, and return it with the contractual documents.

A fully executed original of each document will be returned to you for your records. The Washington State Patrol contract tracking number is the contract number referenced above; please use this number on all correspondence regarding the contract. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE


Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh

Enclosures

cc: Lieutenant Keith Huntley, Investigative Assistance Division



WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C070061PSC	
		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 Douglas Larm		Contractor Doing Business As (DBA) Operational Applications	
Contractor Address 13405 - 159th Street Ct E Puyallup WA 98374		Contractor Federal Employer Identification Number [REDACTED]	
Contact Name Mr. Doug Larm		Contact Telephone	
Contact Fax		Contact E-mail Address	
WSP Contact Information			
WSP Project Manager Name and Title Lieutenant Keith Huntley		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 704-2422	Fax (360) 704-2973	E-mail Address keith.huntley@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date Date of Final Signature	Contract End Date June 30, 2009	Maximum Contract Amount \$295,000	
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

<u>Contractor Employee</u>	<u>Location of Work</u>
Doug Larm	Region 6 Regional Intelligence Group (King County/Seattle Police Department)

- 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; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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.
- 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

STATEMENT OF WORK (Continued)

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 42.17 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>Year 1 Rate</u>	<u>Year 2 Rate</u>	<u>Year 3 Rate</u>
Doug Larm	\$44.00	\$44.00	\$44.00

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>

STATEMENT OF WORK (Continued)

7. Insurance Requirements.

- a. 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.

- b. 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.

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 judgement 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 5 (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C070061PSC**
Task Order Number: **1**

Contractor: **Douglas Larm/Operational Applications**

Period of Performance for Task Order: Date of Execution End Date: September 30, 2006

Description of Service: The Contractor's Employee (Doug Larm) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Region 6 Regional Intelligence Group (King County/Seattle Police Department).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$44.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C070061PSC.

Maximum Task Order Amount: \$24,600

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Doug Larm,

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name and Title

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	<i>Doug Lamm / Operational App!</i>
WSP Project Manager	<i>LTN Huq f15c</i>
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	<i>CO70061PSC</i>
BFS Contracts Specialist	<i>JEFF Hogdahl</i>

A. PRE-CONTRACT PLANNING

1. Description of Services:
Intel Analyst SERVICES

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	<i>LETPP WAT-14 B15-</i>
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	<i>FEDERAL</i>
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	<i>N/A</i>
• Agency resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other public (governmental) resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>N/A</i>
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>↓</i>
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If former, provide last date of employment.	
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

Personal Service Contract Risk Assessment
Page 2 of 4

If the contract is federally funded, is the Contractor a subrecipient or vendor?	
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?
 Competitive Sole Source

2. If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

In RFQ folder

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

SEATTLE DAILY JOURNAL OF COMMERCE

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No *N/A*

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
 If factor is not applicable, risk point = 0. Unknown, risk point = 5.
 1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

Personal Service Contract Risk Assessment
Page 3 of 4

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	2
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	4
Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	2

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	5
Experience and past performance	5
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	1
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	1
Organizational changes (is organization stable or does it have frequent turnover?)	3
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	3
Legal actions (has there been any for the last 12 months? - if so, what?)	3
Background of individuals (do you have resumes?)	2

3. Total Risk Points

37

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

1. Were contract and contractor risks assessed prior to entering into a contract?
 Yes No

2. Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment
Page 4 of 4

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?
 Yes No
4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	X
Review of entity invoices and other documentation	X
Conduct onsite reviews or other observations (meetings, etc.)	X
Maintain other periodic contact with contractor (telephone, email, etc.)	
Other:	

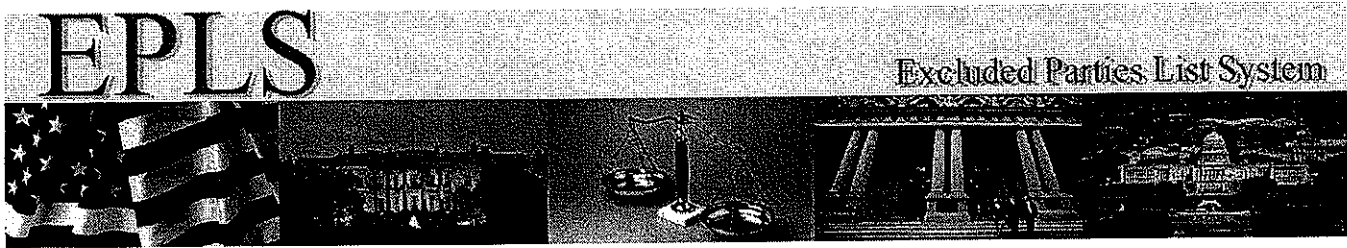
E. AUDITS (for subrecipients of federal funds) *N/A*

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	
Was a risk assessment completed to determine whether an audit was needed?	
Is corrective action necessary? Were questioned costs resolved?	
Are audit findings, if any, resolved?	

F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes:



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Partial Name : Larm
 State : WASHINGTON
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
- > Advanced Reports

Archive Search - Past Exclusions

-
- > Advanced Archive Search
 - > Multiple Names

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, July 05, 2006 1:25 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 6/20/2006 4:10:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 35837-00

Contractor Legal Name: Larm, Douglas
Contractor TIN: 568982103

Agency: 225
Agency Contract #: C070061PSC
Filed Date: 6/20/2006 4:10:00 PM
Start Date: 7/1/2006
Filed By: Jeff Hugdahl

Contract Value: \$295,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, July 05, 2006 11:23 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Contract Comment: Agency 225 - Filed Date 6/20/2006 4:10:00 PM.

Jan McMullen made the following comment about this contract: OFM Policy 15.20.30.c states: In order to provide further assurance that contractors are aware of the State's competitive solicitations, agencies must directly notify/contact firms, businesses and/or individuals about the bidding opportunities. Therefore, the competitive solicitation document or notification regarding the document must be issued or sent directly to multiple firms or businesses. "Multiple" firms mean a reasonable number of firms depending upon the type of services being solicited, but six is a minimum to satisfy this requirement." The filing referenced 4 being notified. In future procurements, please notify a minimum of 6.

Contract Reference Number: 52038

Contractor Legal Name: Larm, Douglas
Contractor TIN: 568982103

Agency: 225
Agency Contract #: C070061PSC
Filed Date: 6/20/2006 4:10:00 PM
Start Date: 7/1/2006
Filed By: Jeff Hugdahl

Contract Value: \$295,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Note to File 7/5/06

We were unable to comply with the six vendor notification requirement because we were unaware of any other firms beyond the four notified that could provide the service.

JRH

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Tuesday, June 20, 2006 4:10 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 6/20/2006 4:10:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 52038

Contractor Legal Name: Larm, Douglas
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C070061PSC
Filed Date: 6/20/2006 4:10:00 PM
Start Date: 7/1/2006 Filed By: Jeff Hugdahl

Contract Value: \$295,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 52038

Agency Contract Number: C070061PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN

Legal Name Larm, Douglas

DBA Operational Applications

UBI 602556875

Address 13405 - 159th Street Ct E, Puyallup, WA USA 98374

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose Criminal intelligence analyst services.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$295,000			\$295,000
Contract Total				\$295,000

Contract Dates

Filed Date	Start Date	End Date
	07/01/2006	06/30/2009

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers. 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. Nine Regional Intelligence Groups (RIGs) are being created to provide criminal intelligence services in an effort to prevent terrorism. The RIGs are located regionally throughout Washington State, and are comprised of representatives of local and state law enforcement agencies. The RIGs serve to provide regionally-focused intelligence analysis products, and well as a conduit for information to and from the WAJAC.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Competitive Solicitation Process

Advertisement Information

Name of the newspapers the advertisement was published in: Daily Journal of Commerce

Solicitation Notification

Number of Solicited Documents: 4. This document was posted on the Internet.

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of local jurisdictions that will be receiving the services.

Names of Firms Responding With Proposals.

Operational Applications SecureCorp, Inc. Setracon, Inc. Northwest Analysis

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center staff to score vendor education, training and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. Proposed consultant team members were separated by work location availability; the highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating the regional intelligence centers and the WAJAC where the proposed consultant team members would work. The final selection was based on the outcome of these interviews.

Reasonableness of Cost**How was it determined that costs are fair and reasonable, or within the competitive range?**

For proposed consultant team members on previous procurements for these services, the average hourly rate has been \$48.04 per hour. The contractor proposed \$44 per hour.

Attachments

larm 0606.doc - 124928kb

WSP RFQQ No. C061066PSC.doc - 261120kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	<i>Doeg LARM</i>
WSP Project Manager	LT Huntley
Has the WSP Project Manager completed contract training?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
WSP Contract Number	<i>CO 700GIPSC</i>
BFS Contracts Specialist	Jeff Hugdahl

A. PRE-CONTRACT PLANNING

1. Description of Services: Criminal intelligence analyst services.

2. Document the following pre-contract decisions:

Decision	Comments
Funding	LETTPP FFY04
Funding source (account coding)	<i>001-020-00270-5154</i>
Has an authorized manager approved the expenditure?	Yes
Type of appropriation (federal, state, other)	Federal pass-thru from EMD
Have you performed a cost/benefit analysis?	Yes
Public Resources	
How have you assessed if other public resources are available for this work?	N/A
• Agency resources	—
• Are public (governmental) resources	—
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If former, provide last date of employment.	—
Does an independent contractor relationship exist?	Yes
Have you determined the appropriate method(s) of compensation and billing? Explain. <input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)	
Federally funded Contracts - subrecipient or vendor?	N/A
Are audits required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, evaluate coverage provided by existing and anticipated audits.	

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?

Competitive Sole Source

2. If competitive, describe the process used.

Formal (>\$20,000) Informal (<\$20,000)

2-tier process with RFQQ response evaluated by WSP/WAJAC representatives, with final award decision for finalists made by local jurisdictions receiving the service.

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

RFQQ No. C061066PSC file.

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

-

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

Seattle Daily Journal of Commerce

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
 If factor is not applicable, risk point = 0. Unknown, risk point = 5.
 1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act)	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	3
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3)) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	4

Personal Service Contract Risk Assessment

Page 3 of 4

Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	2
----------------------------------------------------------------------------------------------------------------------------------------------	---

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Number of contracts with State (including OSPI)	2
Length of time in business	2
Experience and past performance	2
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	2
Financial health and practices (is contractor's financial condition good or poor?)	2
Board of Directors (for Non-profits only - do they take an active role in the organization?)	0
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	0
Organizational changes (is organization stable or does it have frequent turnover?)	2
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	2
Legal actions (has there been any for the last 12 months? - if so, what?)	2
Background of individuals (do you have resumes?)	2

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

1. Were contract and contractor risks assessed prior to entering into a contract?

Yes No

2. Does the risk assessment form the basis of the monitoring plan?

Yes No

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?

Yes No

4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	Yes
Review of entity invoices and other documentation	Yes
Conduct onsite reviews or other observations (meetings, etc.)	Yes
Maintain other periodic contact with contractor (telephone, email, etc.)	—

Personal Service Contract Risk Assessment
Page 4 of 4

E. TECHNICAL ASSISTANCE

1. Will this contractor need technical assistance?

Yes No

If yes, what are the indicators?

2. How will technical assistance be provided to this contractor?

F. AUDITS

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	N/A
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	
Was a risk assessment completed to determine whether an audit was needed?	
Is corrective action necessary? Were questioned costs resolved?	
Are audit findings, if any, resolved?	

G. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed? Please describe.	

Provide evaluation of contractor performance:

#5

Operational Applications (LAMP)

EXHIBIT B

CHECKLIST FOR RESPONSIVENESS

X

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.

X

4 separately-bound copies of the proposal were submitted.

X

Proposal was submitted on or before 4:00 p.m. on May, 5, 2006.

X

The Consultant is licensed to do business in the State of Washington.

X

At a minimum, the proposal clearly demonstrates that any proposed Consultant Team Member:

Has a two year college degree in criminal justice, law enforcement, statistical analysis or a related field (two years experience as a criminal intelligence analyst or as a commissioned law enforcement officer may substitute for each year of college);

Has two years work experience in national security or criminal intelligence analysis, or five years work experience as a commissioned law enforcement officer; and

Is proficient in the use of Microsoft Office Suite.

Will be trained in i2's Analyst Notebook application and Penlink no later than 120 days from contract execution

X

The proposal clearly demonstrates that any proposed Consultant Team Member has two years work experience in national security or criminal intelligence analysis; or five years work experience as a commissioned law enforcement officer.

X

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.

X

Proposal provided 90 days for acceptance of its terms from the due date of proposals.

Washington State Department of Revenue State Business Records Database Detail

TAX REGISTRATION NUMBER: 602556875
UBI: 602556875
LEGAL ENTITY: LARM DOUGLAS
DOING BUSINESS AS: OPERATIONAL APPLICATIONS

MAILING ADDRESS:

13405 159TH STREET CT E
PUYALLUP, WA 98374-9648

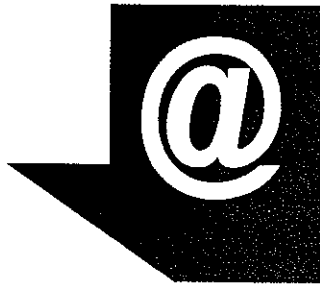
BUSINESS LOCATION:

13405 159TH ST CT E
PUYALLUP, WA 98374-0000

OWNER TYPE: SOLE PROPRIETOR
ACCOUNT OPENED: 01/01/2006
ACCOUNT CLOSED: OPEN
NAICS CODE: 541690

05/09/2006 3:02 PM

FOR NON-COMMERCIAL USE ONLY



Operational Applications

Vision. Innovation. Solutions.

RECEIVED

APR 29 2006

BUDGET & FISCAL
WSP

RECEIVED

APR 28 2006

BUDGET & FISCAL
WSP

A PROPOSAL:

Submitted In Response to State of Washington/Washington
State Patrol Request for Qualifications/Quotations (RFQQ)
No. C061066PSC

PROJECT TITLE:

Criminal Intelligence Analyst Services for Washington State

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4.0 – Quotation (Exhibit D to RFQQ).....	11
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LETTER OF SUBMITTAL

Mr. Jeff Hugdahl, RFQQ Coordinator
 Budget and Fiscal Services
 PO Box 42602
 Olympia WA 98504-2602

Operational Applications is pleased to submit this proposal in response to the State of Washington/Washington State Patrol Request for Qualifications/Quotations (RFQQ) No. C061066PSC soliciting a consultant that can provide criminal intelligence analyst services at regional criminal intelligence centers serving federal, state and local law enforcement organizations within Washington State.

As an emerging consulting enterprise established in 2006, Operational Applications focuses on effects-based planning and operations bringing vision, innovation and solutions to contemporary intelligence and analytical challenges. My approach to providing Washington State with criminal intelligence analyst services extends from my extensive military background, training, professional education and defense contracting intelligence and project management services performed for the US Army's First Corps intelligence staff in Fort Lewis, Washington.

For this RFQQ solicitation, I propose myself as the Operational Applications consultant:

Name	Mr. Doug Larm
Mailing Address	13405 159 th Street Court East Puyallup, Washington 98374
Business Address	Same as mailing address
Telephone Number	(253) 226-9564
E-Mail Address	doug.larm@us.army.mil
SSN	██████████
UBI	602556875
Consultant Status	Sole Proprietorship; est. 2006

Submitted this day by Doug Larm, Operational Applications:

Signature 

Title *SOLE PROPRIETOR*

Date (DD/MM/YY) *27/04/06*

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature



Title *SOLE PROPRIETOR*

Date (DD/MM/YY) *27/04/06*

Washington State Patrol (Exhibit A to RFQQ No. C061066PSC)

RESPONSE TO QUESTIONNAIRE

3.1 – Qualifications and Experience

Our consultant possesses special qualifications, unique personal attributes and measurable knowledge, skills and abilities required to provide regionally-focused intelligence analysis products as well as performing as a conduit for information and coordination with the Washington Joint Analytical Center.

3.2 – Resume

Background - Doug Larm is a professional intelligence analyst with over 20 years of US Army military intelligence experience and training and over four years as a defense contractor supporting the US Army's First Corps' intelligence staff at Fort Lewis, Washington. He is a Distinguished Military Graduate with a BA in Political Science and holds an AA in Criminal Justice as a Distinguished Military Student. He is a graduate of the US Army War College's Defense Strategy Course analyzing national security challenges. At Fort Lewis, he is a senior intelligence analyst responsible for providing continuity on First Corps' responsibilities for responding to potential or actual threats and is a corporate force protection and anti-terrorism program manager and quality control task monitor responsible for maintaining information relevance in terrorism, counterterrorism, force protection, and criminal activities.



Doug Larm

Meets or Exceeds Consultant Team Member Requirements

RFQQ Consultant Requirements	Mr. Doug Larm's Qualifications
Two year college degree in criminal justice, law enforcement or statistical analysis	EXCEEDS Requirement. AA in Criminal Justice, BA in Political Science, US Army War College Defense Strategy certificate, high honors US Army post-graduate level imagery/technical intelligence course and advanced US Army intelligence, force protection, surveillance and security training
Two years work experience in national security or criminal intelligence analysis	EXCEEDS Requirement. Over twenty years distinguished military intelligence service with four years as Defense Intelligence Agency strategic analyst and operations officer and four years as US Army military police battalion security and intelligence officer
Proficient in the use of Microsoft Office Suite applications	MEETS Requirement. Over eight years of daily proficiency in substance, organization, style and correctness in all forms of written communication developed through Microsoft Office Suite applications
Be able to obtain a federal Top Secret level security clearance	EXCEEDS Requirement. Possesses Defense Department Top Secret/Special Background Investigation-level security clearance 1985-2001; re-indoctrinated 2003 based on successful periodic re-investigation completed in 2002.
May be required to pass polygraph examination as part of background check	EXCEEDS Requirement. Passed US Army counterintelligence polygraph in 1999; FBI administered background check polygraph in 2004

Education

- Master Certificate, IS/IT Project Management, Villanova University, March 2004
- Master Certificate, Applied Project Management, Villanova University, July 2003
- BA Political Science, University of Hawaii, Distinguished Military Graduate, 1980
- AA Criminal Justice, New Mexico Military Institute, High Honors/Distinguished Military Student, 1977

Washington State Patrol (Exhibit C to RFQQ No. C061066PSC)

Military Education and Special Qualifications

- Certificate, Defense Strategy Course, US Army War College, 1997
- Diploma, Command and General Staff College, US Army, 1995
- Certificate/MI identifier 6A, Defense Sensor Interpretation and Training Program, US Air Force, Honor Graduate, 1990
- Certificate/MI identifier 5M, Electronic Warfare Staff Officer Course, US Army, 1987
- Certificate, Combined Arms Staff Service School, US Army, 1987
- Certificate/MI identifier 35C, Military Intelligence Officer Advance Course and Imagery Exploitation Course, US Army, Honors Graduate, 1985
- Certificate/MI identifier 35A/D, Military Intelligence Officer Basic Course and Tactical Surveillance Course, US Army, 1981

Summary of Qualifications

Doug Larm is a professional intelligence analyst. He is a former US Army Military Intelligence Officer with over 20 years of military experience in applying art and science of reconnaissance and surveillance missions, human and electronic intelligence operations, security and force protection planning across a spectrum of peacetime conditions tied to potential conflict situations.

As a former strategic intelligence officer for the Defense Intelligence Agency, he has contributed organizational, analytical and specialized technical skills in supporting US defense strategy promoting military-to-military cooperation and intelligence sharing in a joint, combined national intelligence and analysis center.

A defense contractor since 2002, he has demonstrated specialized knowledge of joint and combined intelligence applications across entire spectrum of conflict and contingency situations challenging First Corps by designing comprehensive solutions in training environments to mirror real-world intelligence capabilities or developing processes to mitigate shortfalls.

Relevant Professional Experience

Senior Intelligence Analyst, Science Applications International Corporation, 2002-Present

Primary responsibility as a senior intelligence analyst is to monitor, assess, evaluate and prioritize contemporary conditions and emerging threat developments for relevance, significance, validity and potential applications to First Corps' intelligence operations and to transform operational and contingency plans data into useful information for staff planners and commanders. Facilitate a coherent, relevant and shared-knowledge environment framing Corps' understanding of potential threats within the Pacific Theater using a system of systems approach or operational net assessment as the catalyst for decision superiority. Support with products and processes (example: interpretative graphics, descriptive summaries and collaborative analyses using Falcon View, C2PC, IWS) intended to enhance both deliberate and crisis-action effects-based planning.

Support as an exercise planner and as a functional expert on US intelligence sensors, intelligence systems architecture and combat simulations. Primary responsibility as an exercise planner is to develop a competitive training strategy supporting exercises and mission rehearsals linked to a Corps/Joint Task Force-level intelligence readiness in conventional, joint and combined contingency situations. Provide timely and appropriate generation, collection, dissemination, storage and disposition of intelligence information; identify who needs what information, when and in what format. Write senior-level staff memorandums, executive-level fact sheets and analytic studies. Determine research methodology and use analytic tools for collecting,

processing, measuring and testing of intelligence reporting capabilities of the Stryker Brigade in a simulation exercise.

As a program manager for SAIC, provide management and quality control oversight for corporate First Corps staff task orders: ACofS/G2 Exercise, ACofS/G3 Readiness, ACofS/G3 Information Management, 201st MI Brigade Intelligence Operations and 42nd MP Brigade Force Protection.

Intelligence Officer, US Army/ Military Intelligence, Fort Lewis, WA 1997-2001

Served as an Army-designated functional expert on combat and intelligence simulations. Performed as a G2/G3 and contingency Joint Task Force J2/J3 intelligence and operations officer. In G3, supervised a combined team of 4 military and 21 contractors; oversaw an annual \$1.5 million contract task order process, accountable for operational readiness of technology equipment in excess of \$4 million and conducted monthly contractor performance evaluations.

Created a coherent operational training environment across broad spectrum of war from high intensity to peacekeeping operations realistic in context of specific training objectives. Planned, prepared, supervised and executed simulation-supported training for seven major exercises; developed training schedules, wrote master simulation training plans, site support orders and briefed operations updates. Designed, directed and implemented applicable information and physical security guidelines before, during and immediately following all exercises; no accountability losses nor security breaches experienced.

Demonstrated a highly effective application of substance, organization, style and correctness in all forms of communication (verbal, written, visual); delivered information in clear, concise format to senior staff officers and commanders. Briefed complex issues in easily understandable language regardless the medium (desk-side, formal slide or informal stand-up) or whomever the audience (senior officers, commanders or small through large groups of soldiers in classrooms or in the field). Developed and wrote training plans, exercise briefings, status reports, information papers and after action reviews. Demonstrated expert proficiency in plans, resource decisions and management oversight in applications involving Army's training doctrine, security guidelines and property accountability policies and procedures.

In G2, researched and analyzed a G2 initiative to employ in an exercise an emerging operational concept called intelligence reach--small forward operating base linked to a home station or sanctuary knowledge center. Designed, planned and demonstrated First Corps' first intelligence reach architecture in Japan and Thailand exercises; achieved proof-of-concept for First Corps' reach transformation efforts to respond faster, use smaller deployed intelligence element and leverage near real time collaborative information from home station, theater or national-level intelligence agencies. Proved this concept enhanced First Corps and Headquarters/Joint Task Force-level mission readiness; served as basis for designation of First Corps as Army's reach test-bed center. Translated First Corps' wartime and contingency Joint Task Force J2 operations requirements into simulation-supported training; documented, tracked, projected intelligence training requirements for active, reserve and National Guard intelligence components. Demonstrated full-range of military exercise planning tools, techniques, best practices and procedures; provided immediate information and operational relevancy for First Corps intelligence support to Pacific-theater military exercises. Wrote mission training plans, intelligence synchronization plans and intelligence sensors and systems capabilities reports. Provided direct planning and operational experience with all First Corps supported exercises; enhanced in-depth understanding of the missions, capabilities and cultures within the Pacific-theater.

Senior Intelligence Officer, US Army/ Military Intelligence, Germany, 1994-1997

Supervised a joint staff of 20 intelligence analysts, communication technicians and aerospace control specialists in the Warrior Preparation Center or WPC (Defense Department's largest, distributed computer wargaming center facilitating relevant and responsive training of US and NATO battle staffs). Responsible for planning, preparing, instructing and defining a realistic enemy force to test US and NATO battle staff readiness and for researching intelligence issues, supervising data collection, evaluating staff interpretations and disseminating intelligence reports to WPC and senior-level US and NATO commanders and battle staffs.

Portrayed potential enemy operations in a broad spectrum of conflict situations for simulation supported exercises. Developed training strategies in over 20 contingency exercises linked to real-world mission rehearsals. Researched and wrote analytic reports of emerging threats and contemporary conditions effecting US and NATO forces' mission readiness that served as basis for scenario and enemy battle plans in 25 theater-level exercises. Augmented NATO planning staff and a US joint task force intelligence staff. Contributed intelligence solutions in planning the rehearsal for extracting forces from Bosnia, for conducting the evacuation of non-combatants from Liberia and for rehearsing the evacuation of US citizens from Zaire. Supported unique Partnership-for-Peace program; planned and led first-ever joint contact intelligence seminar with Croatia, Poland, Macedonia and Romania. Shaped direction and focus for partnership nations military training strategy performing as liaison officer to Turkey's largest General Staff exercise, liaison officer to US Forces Korea during world's largest command post exercise, intelligence liaison to Swedish Defense Academy planning for Sweden's first simulation exercise, and intelligence planner to NATO staff preparing to assume peacekeeping mission in Bosnia.

Strategic Intelligence Officer, US Army/ Military Intelligence, DIA Liaison Japan, 1990-1994

Served as strategic intelligence analyst in Japan for the Defense Intelligence Agency (a US Army nominated intelligence position). Contributed organizational, analytical, technical and specialized intelligence skills supporting US defense strategy promoting military-to-military cooperation and intelligence sharing on contemporary conditions and emerging threats effecting security in the Pacific theater. Supervised 13 Japanese air, maritime and ground intelligence analysts in a joint, combined, multiple agency, national-level intelligence and analysis center; responsible for daily training management, analytical development and intelligence process improvement. Confronted daily with analytic challenges on gathering, interpreting, processing, evaluating, and reporting specialized intelligence used in defining military aspects of Japan's defense strategy and foreign policy agenda. Developed operational program and taught technical instruction on identifying unique threat systems and analyzing force development trends within the Pacific theater. Planned and coordinated intelligence requirements with US agencies for national-level systems support. Served as liaison for translating US and Japan's operational goals and objectives into intelligence themes and work threads for Japanese analysts. Supervised preparation and presentation of oral scripts, visual aids and written reports for eight intelligence briefings to Japan's equivalent Defense Secretary and Joint Chiefs of Staff officials. Performed center-wide responsibility for production management, quality control, operations security, logistics and personnel administration; reported directly to multiple US agencies' senior military and civilian executives. Developed concept, planned and implemented office automation upgrades greatly reducing time required for data retrieval, document production and inventory control of sensitive classified material.

3.3 – Availability

Region	RIG Location
3	Olympia
5	Tacoma
6	Seattle

3.4 – References

The contractor grants unrestricted permission for WSP to contact references.

LTC Roger Fortier, Chief of G2 Plans and Exercise

First (US) Army Corps
 Assistant Chief of Staff for Intelligence (ACofS/G2)
 Fort Lewis, Washington 98433

Business: (253) 967-0357
 Email: roger.fortier@us.army.mil

Service provided: provided expert application of project management knowledge, skills, tools and techniques. Provided planning continuity on Corps' responsibilities for responding to potential or actual threats. Provided timely and appropriate generation, collection, dissemination, storage and disposition of intelligence information. Designed comprehensive solutions in training environments to mirror real-world intelligence capabilities or developed and implemented processes to mitigate shortfalls effecting First Corps operational responsibilities within the Pacific theater.

LTC Stephen Gomillion, Battalion Commander

Commander
 502nd Military Intelligence Battalion
 Fort Lewis, Washington 98433

Business: (253) 967-4497
 Email: stephen.gomillion@us.army.mil

Service provided: coordinated exercise and training issues within I Corps staff, with training support agencies, intelligence agencies and throughout the U.S. Army force structure of active, reserve and National Guard components. Provided operational experience and expertise in battalion through corps and higher combat and intelligence simulations.

COL Cindy Connally, Assistant Chief of Staff for Intelligence/G2

First (US) Army Corps
Assistant Chief of Staff for Intelligence (ACofS/G2)
Fort Lewis, Washington 98433

Business: (253) 967-0741
Email: cindy.connally@us.army.mil

Service provided: developed, portrayed and instructed process-oriented, training objectives-based realistic opposing forces' operational art for exercises and mission rehearsals linked to I Corps and to a Headquarters/Joint Task Force-level mission readiness in conventional, joint and combined contingency situations. Monitored, assessed, evaluated and prioritized contemporary conditions and emerging threat developments for relevance, significance, validity and potential applications to First Corps' intelligence operations and overall impact on mission readiness.

3.5 – Related Information

Neither Operational Applications nor Doug Larm has contracted with or ever been an employee of the State of Washington. Further, neither Operational Applications nor Doug Larm has had a contract terminated for default.

QUOTATION

Proposed hourly rate for consultant for services through June 30, 2007:
\$44.00 \$84,480 bid quotation (hourly rate multiplied by 1920 billable hours)

Basis of cost estimate:

- 40 hours work week (maximum)
- 40 hours times 52 weeks for 2080 possible labor hours in one man-year:
 - 80 hours (10 days) Federal holiday
 - 80 hours (10 days) annual leave/sick leave
- 1920 billable hours (2080 possible hours reduced by 160 hours) in one man-year
- hourly rate includes all costs associated with providing services, including consultant's salary and benefits, industrial insurance, and federal and state taxes
- costs associated with worksite, office supplies, personal computer, communications and any such goods and/or services shall be provided to the consultant and shall remain the property of WSP
- consultant assumes all costs associated with training for i2's Analyst Notebook application, Penlink and Microsoft Office Suite
- consultant shall seek reimbursement for authorized lodging, subsistence and business vehicle mileage costs at current State of Washington approved reimbursement rates if services are required by WSP at locations other than the consultant's worksite

Proposed hourly rate for consultant for services option year one ending June 30, 2008:
\$44.00

Proposed hourly rate for consultant for services option year two ending June 30, 2009:
\$44.00

Washington State Patrol (Exhibit D to RFQQ No. C061066PSC)

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:

Douglas - Larm			
Applicant Name (First, Middle, Last)			
Doug			
Other names you have been know by, including prior marriage(s) or nickname(s)			
[Redacted]		[Redacted]	
Address	City	State	Zip Code
[Redacted]		28 July 1956	
Social Security Number		Date of Birth	
		24 APR 2006	
Applicant Signature		Date	

Washington State Patrol (Exhibit E to RFQQ No. C061066PSC)

Letter of Submittal

**Certifications and
Assurances
(Exhibit A/RFQQ)**

**Response to
Questionnaire
(Exhibit C/RFQQ)**

**Quotation
(Exhibit D/RFQQ)**

**Waiver/Authorization to
Release Information
(Exhibit E/RFQQ)**



WSP Contract No.

Category

Amendment No.

Title

Other Party

Other No.

Start Date End Date

Amount User ID

Contract Status

Program Information: Program

Program:

Program Contact: Bureau:

Contract Notes:

From RFQQ C060226PSC. Amd 2 = ext. TO1 thru 5/31/06.

Processing Status:

Amendment	<input type="text" value="1"/>
Amd Amount	<input type="text" value="\$76,000"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="11/17/2005"/>
BFS Review	<input type="text" value="1/18/2006"/>
Chief's Office	<input type="text" value="1/18/2006"/>
Transmittal Letter	<input type="text" value="12/1/2005"/>
Mailed to Other Part	<input type="text" value="12/1/2005"/>
Received Back	<input type="text" value="12/13/2005"/>
Distributed	<input type="text" value="1/20/2006"/>
Amendment	<input type="text" value="0"/>
Amd Amount	<input type="text" value="\$0"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="11/17/2005"/>
BFS Review	<input type="text" value="1/18/2006"/>
Chief's Office	<input type="text" value="1/18/2006"/>
Transmittal Letter	<input type="text" value="12/1/2005"/>
Mailed to Other Part	<input type="text" value="12/1/2005"/>
Received Back	<input type="text" value="12/13/2005"/>
Distributed	<input type="text" value="1/20/2006"/>
Amendment	<input type="text" value="2"/>
Amd Amount	<input type="text" value="\$0"/>

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C060694PSC (6)		Other Contract Number		A/R Number	
Contract Start Date		Contract End Date December 31, 2008		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Chad R. Melton					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Drake		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Sue Aschenbrenner	

Remarks: Extends period of performance for one month.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$257,600.00	Grants and Contracts Manager	<i>[Signature]</i> 11/21
Amendment Amount	\$7,000	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$264,600.00	Budget Manager	<i>[Signature]</i> 11/24/08 Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 11/24/08

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ7	001	01*	00271	WAJ7	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C060694PSC
Amendment 6

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$7,000 for a revised maximum contract amount of \$264,600.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

P. S. Beckley
John R. Batiste, Chief

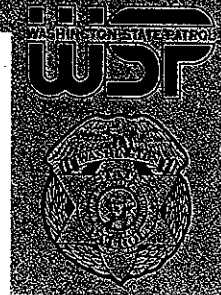
Chad R. Melton
Signature

11/21/08
Date

NOVEMBER 21, 2008
Date

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 6 to WSP Contract No. C060694PSC
DATE: December 3, 2008

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Chad R. Melton. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 12, ext. 11052 if you have any questions or concerns regarding this contract.

JH
jh

Attachment

cc: Ms. Sue Aschenbrenner, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

December 3, 2008

Mr. Chad Melton
[REDACTED]

Dear Mr. Melton:

Subject: Amendment 6 to WSP Contract No. C060694PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 596-4052.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. CO60694PK(G) Period of Performance: - 12/31/08
 Contract Title: Criminal Intel Analyst Services
 Other Party: Chad Melton

Amount: \$ 264,600

- Payable
- Receivable
- Other:

Scope of Work: Extends for one add'l month using WAJAC FFY07 LETPP Funds (WAJ2) - one of 4 analysts working at WAJAC. Won't be extended - new contracts are being procured.

Comments:

Grants and Contract Manager: IRG 12/1

BFS Administrator: RJM 12/1/08 OK

Management Services Bureau Director: RJM for DP

Chief/Deputy Chief: PB 12-2-08

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$7,000 for a revised maximum contract amount of \$264,600.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

NOVEMBER 21, 2008

Date



WJAC

**FAX Transmission
Cover Sheet**

FAX: 206-262-2014

To: Jeff Hugdahl/ WSP Budget & Fiscal Services

FAX: (360) 596-4078

Date: 11/21/08

From: Chad Melton/WJAC

Phone: (206) 262-2075

Subject: WSP Contract Amendment for No. C060694PSC

Total number of pages, including this cover sheet: 2

Message:

***** WARNING: The contents of this transmission is CONFIDENTIAL, and is intended for the intended recipient only. If you have received this in error, please destroy the contents of this transmission, and notify the sender immediately.**

WSP Contract No. C060694PSC
Amendment 6

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$7,000 for a revised maximum contract amount of \$264,600.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief


Signature

Date

NOVEMBER 21, 2008
Date

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Thursday, November 20, 2008 4:37 PM
To: 'Chad Melton'
Subject: RE: WSP Contract No. C060694PSC
Attachments: melton chad amd 6.doc

Chad, the attached amendment will fund your contract at WAJAC through December 31, 2008. If you could sign this amendment, fax it to me no later than Wednesday, November 26 and mail the original I'd appreciate it.

From: Jeff.Hugdahl@wsp.wa.gov [mailto:Jeff.Hugdahl@wsp.wa.gov]
Sent: Tuesday, September 23, 2008 3:37 PM
To: jkristof@leo.gov; cmelton1@leo.gov
Cc: Tim.Braniff@wsp.wa.gov
Subject: WSP Contract No. C051032PSC

Attached is an amendment to your firm's criminal intelligence analyst contract to extend and fund the contract for two additional months.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 596-4078, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Tuesday, September 30, 2008 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of amendment to you for your records.

Please let me know if you have any questions.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$7,000 for a revised maximum contract amount of \$264,600.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Hugdahl, Jeff (WSP)

From: Eckhart, Shawn (WSP)
Sent: Friday, November 21, 2008 8:07 AM
To: Hugdahl, Jeff (WSP); Haider, Cindy (WSP)
Subject: FW: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 11/18/2008 4:18:00 PM.

FYI

-----Original Message-----

From: ofm.contracting@ofm.wa.gov [mailto:ofm.contracting@ofm.wa.gov]
Sent: Thursday, November 20, 2008 3:45 PM
To: Eckhart, Shawn (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 11/18/2008 4:18:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 35265-04

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C060694PSC
Filed Date: 11/18/2008 4:18:00 PM
Start Date: 11/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$260,600
Amendment Value: \$7,000
New Total Contract Value: \$267,600

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Tuesday, November 18, 2008 4:18 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 11/18/2008 4:18:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 64565

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C060694PSC
Filed Date: 11/18/2008 4:18:00 PM
Start Date: 11/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$260,600
Amendment Value: \$7,000
New Total Contract Value: \$267,600

Contact(s) When Filing is in Process: Shawn Eckhart

Contact(s) When Filing is Completed: Shawn Eckhart

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 64565

Agency Contract Number: C060694PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Melton, Chad R.

DBA

UBI

Address [REDACTED]

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To provide criminal intelligence analyst services to local, state and federal law enforcement agencies through the Washington Joint Analytical Center (WAJAC). The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional month.

Fund Source

Filing Number	Federal	State	Other	Total
35265 - 00	\$79,000			\$79,000
35265 - 01	\$83,800			\$83,800
35265 - 02	\$83,800			\$83,800
35265 - 03	\$14,000			\$14,000
This Filing	\$7,000			\$7,000
Contract Total				\$267,600

Contract Dates

Filed Date	Start Date	End Date
	11/30/2008	12/31/2008

Contacts

Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	In Process
Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification

Reason for Late Filing:

The program anticipated completing a procurement for these services in time to allow this contract to end on November 30; and new contracts providing services effective December 1. The procurement process is taking longer than originally anticipated.

Action taken to prevent future Late Filings:

The agency will plan on a longer time period for the procurement of these services in the future.

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional month. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program (LETTP) funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The services assist the State Patrol, federal agencies, and local law enforcement by providing criminal intelligence analysis for law enforcement missions. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. WSP is contractually obligated to the federal government to provide these services. These services are critical to WSP to fulfill their mission of "enhancing the safety and security of our state" which includes sharing information with other local, state and federal law enforcement organizations. In light of the Personal Service contract freeze, this amendment was approved by executive management, the deputy chief and chief.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at WAJAC while the agency conducts a competitive procurement of these services. A new RFQQ for these services was issued on October 31, 2008; the agency is currently conducting an evaluation of proposals but will not be completed with the procurement process by the time this contract ends on November 30, 2008. Should this contractor become an apparent successful proposer under the new RFQQ they will be placed under a new contract; this current contract will not be extended after this amendment.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would be available beyond November 30, 2008.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through December 31, 2008 while the agency conducts a competitive procurement of these services. A waiver was granted by the U.S. Department of Homeland Security for the use of \$1 million dollars of federal fiscal year 2008 funds to continue funding contracted intelligence analysts; rather than continue to extend this contract the agency is conducting a new procurement for these services and allowing all previous contracts for this service to expire.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

Funding was made available for an additional month by leaving an agency employee position also funded by this grant vacant; and by terminating the majority of contracts for these services.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

melton chad amd 6.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 9/26/08
 LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C060694PSC (5)		Other Contract Number	A/R Number
Contract Start Date		Contract End Date November 30, 2008	AFRS End Date
Contract Title Criminal Intelligence Analyst Services			CFDA No. QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Chad R. Melton			
Contractor Contact Address			
Contractor Contact Name		Contractor Contact Phone	Contractor EIN/SSN
Contractor E-Mail Address		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager LT Drake		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Shawn Eckhart

Remarks: Extends period of performance for two months.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$243,600.00	Grants and Contracts Manager	<i>[Signature]</i> 9/29
Amendment Amount	\$14,000.00	Business Office Manager	
Revised Total Amount	\$257,600.00	Budget Manager	<i>[Signature]</i> 9/29/08
Indirect Costs %		Accounting Manager	<i>[Signature]</i> 9/29/08

Allot: Yes No
 Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ7	001	01*	00271	WAJ7	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: _____

300-365-522 (R 6/03)

WSP Contract No. C060694PSC
Amendment 5

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$14,000.00 for a revised maximum contract amount of \$257,600.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

P.S. Beckley
John R. Batiste, Chief

Chad R. Melton
Signature

9.30.08
Date

September 24, 2008
Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060694PSC**
Task Order Number: **4**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: **Start Date: October 1, 2008** **End Date: November 30, 2008**

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: **Service Cost:** WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$14,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (206) 262-2418

Contractor Contact Name and Telephone Number: Mr. Chad Melton
(206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

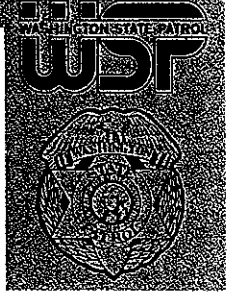
P.S. Beckley 9-30-08
John R. Batiste, Chief Date

Chad Melton 9/24/2008
Signature Date

CHAD R MELTON, ANALYST
Printed Name and Title

INTER-OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Task Order 4, Amendment 5 to WSP Contract No. C060694PSC
DATE: October 8, 2007

Attached is a fully executed copy of the above-listed task order and amendment between the Washington State Patrol and Chad R. Melton. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract.

- If you feel the indicated budget code is incorrect, please contact Ms. Cindy Haider, Budget and Fiscal Services, within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact Ms. Haider at Micro 12, ext. 11071 if you have any questions or concerns regarding this contract.

CRH JRH:clh

for, Attachment

cc: Ms. Sue Aschenbrenner, Budget and Fiscal Services
Captain Tim Braniff, Investigative Services Division
Ms. Tanya Pierce, Budget and Fiscal Services

MAILED
10/8/07



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

October 6, 2008

Mr. Chad Melton
[REDACTED]

Subject: Amendment 5 & Task Order 4 to WSP Agreement No. C060694PSC

Enclosed with this letter are one fully executed amendment and one fully-executed Task Order of the referenced agreement between you and the Washington State Patrol. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

for, Cindy L Haider
Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosure

MAILED
10/6/08





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. CO60694PXC(5) Period of Performance: 1/19/06 - 11/30/08
 Contract Title: Criminal Intelligence Analyst SERVICES
 Other Party: Chad Melton

Amount: \$257,600
 Payable
 Receivable
 Other: _____

Scope of Work: Extends contract for 2 add'l months with remaining funding from WAST (LETPP FFY07 contract w/ EMD)

Comments:

Grants and Contract Manager: JRH 9/26

Business Office Manager: _____

BFS Administrator: RJM 9/29/08

Management Services Bureau Director: WJ 9/29

Chief: [Signature] 9-30-08

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$14,000.00 for a revised maximum contract amount of \$257,600.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Chad R Melton
Signature

Date

September 24, 2008
Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060694PSC**
Task Order Number: **4**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: Start Date: October 1, 2008 End Date: November 30, 2008

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$14,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (206) 262-2418

Contractor Contact Name and Telephone Number: Mr. Chad Melton
(206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Chad Melton
Signature

9/24/2008
Date

CHAD R MELTON, ANALYST
Printed Name and Title



WAJAC

**FAX Transmission
Cover Sheet**

FAX: 206-262-2014

To: Jeff Hugdahl/WSP

FAX: (360) 596-4078

Date: 09/24/08

From: Chad Melton/WAJAC

Phone: (206) 262-2075

Subject: WSP Contract Amendment, WSP Task Order

Total number of pages, including this cover sheet: 3

Message:

***** WARNING: The contents of this transmission is CONFIDENTIAL, and is intended for the intended recipient only. If you have received this in error, please destroy the contents of this transmission, and notify the sender immediately.**

WSP Contract No. C060694PSC
Amendment 5

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$14,000.00 for a revised maximum contract amount of \$257,600.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Chad R. Melton
Signature

Date

September 24, 2008
Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060694PSC**
Task Order Number: **4**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: Start Date: **October 1, 2008** End Date: **November 30, 2008**

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: **\$14,000.00**

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (206) 262-2418

Contractor Contact Name and Telephone Number: Mr. Chad Melton
(206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Chad Melton 9/24/2008
Signature Date

CHAD R MELTON, ANALYST
Printed Name and Title

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$14,000.00 for a revised maximum contract amount of \$257,600.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060694PSC**
Task Order Number: **4**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: October 1, 2008 End Date: November 30, 2008

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$14,000.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (206) 262-2418

Contractor Contact Name and Telephone Number: Mr. Chad Melton
(206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name and Title

Haider, Cindy (WSP)

From: Eckhart, Shawn (WSP)
Sent: Monday, October 13, 2008 7:51 AM
To: Hugdahl, Jeff (WSP)
Cc: Haider, Cindy (WSP)
Subject: FW: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/24/2008.

I am plowing through my eight days of e-mails... see below...

-----Original Message-----

From: ofm.contracting@ofm.wa.gov [mailto:ofm.contracting@ofm.wa.gov]
Sent: Wednesday, October 01, 2008 6:10 PM
To: Eckhart, Shawn (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/24/2008.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 35265-03

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C060694PSC
Filed Date: 9/24/2008
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$246,600
Amendment Value: \$14,000
New Total Contract Value: \$260,600

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT Personal Service Contracts Database

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[Queues](#)
[Admin](#)
[Search](#)
[Contact Us](#)
[Links](#)
[Help](#)

1 records found.



Filed Contract Search Results

Filed Contract Search Criteria:

Get all filed contracts by Reference Number: 63937

Click on a contract filing number below to see additional details. Amend 'A' identifies amendments.

<u>File #</u>	<u>File Date</u>	<u>Agency</u>	<u>Legal Name</u>	<u>TIN</u>	<u>Agency Contract #</u>	<u>Amend</u>	<u>Value</u>	<u>Serv Desc</u>	<u>OFM Dcsn</u>
35265-03	9/24/2008	WSP	Melton, Chad R.		C060694PSC	A	\$14,000	CE	

Legend

- Approved
- Reviewed
- Acknowledged
- Disapproved

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, September 24, 2008 2:01 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/24/2008 2:01:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 63937

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C060694PSC
Filed Date: 9/24/2008 2:01:00 PM
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$246,600
Amendment Value: \$14,000
New Total Contract Value: \$260,600

Contact(s) When Filing is in Process: Shawn Eckhart

Contact(s) When Filing is Completed: Shawn Eckhart

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 63937

Agency Contract Number: C060694PSC

Filed By: Jeff Hugdahl

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Melton, Chad R.

DBA

UBI

Address [REDACTED]

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through the Washington Joint Analytical Center (WAJAC). The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for two additional months.

Fund Source

Filing Number	Federal	State	Other	Total
35265 - 00	\$79,000			\$79,000
35265 - 01	\$83,800			\$83,800
35265 - 02	\$83,800			\$83,800
This Filing	\$14,000			\$14,000
Contract Total				\$260,600

Contract Dates

Filed Date	Start Date	End Date
09/24/2008	09/30/2008	11/30/2008

Contacts

Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	In Process
Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification

Reason for Late Filing:

WSP contract no. C051032PSC was mistakenly amended instead of this contract.

Action taken to prevent future Late Filings:

The contract manager will verify the contract number before proceeding with the amendment process.

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for two additional months. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program (LETPP) funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The services assist the State Patrol, federal agencies, and local law enforcement by providing criminal intelligence analysis for law enforcement missions. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. The agency considers this contract to be of an "emergent" nature and has been approved by an agency executive with the delegated authority for filing.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work

processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at WAJAC. This amendment is funded by dollars remaining from the state's 2007 LETPP allocation. Although the state has determined that \$1 million dollars of federal fiscal year 2008 funds are available to continue funding contracted intelligence analysts, using these funds for this purpose requires a waiver to the U.S. Department of Homeland Security's grant guidance document. This waiver was requested in April 2008 and is still pending.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would be available beyond September 30, 2008.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through November 30, 2008. Although the state has determined that \$1 million dollars of federal fiscal year 2008 funds were available to continue funding contracted intelligence analysts, we require a waiver to the U.S. Department of Homeland Security's grant guidance document to allow that use. This waiver was requested in April 2008 and is still pending. Because this waiver request has not been granted we cannot extend this contract beyond the two months of remaining funding. Should the waiver not be granted this contract will terminate with no further extensions on November 30, 2008.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

Funding was made available for two additional months by leaving an agency employee position also funded by this grant vacant. A number of contracts providing these services statewide will cease work and/or terminate pending the waiver decision noted above, and the decision by local jurisdictions to continue providing funds for local LETPP allocation – funded contracts.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

melton c amd 5.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 11/9/07

LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C060694PSC (4)		Other Contract Number		A/R Number	
Contract Start Date January 19, 2006		Contract End Date September 30, 2008		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Chad R. Melton					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Zeller		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Shawn Eckhart	

Remarks: Extends period of performance for one year. ~~Use SIS7/WAJ7 when FFY06 funds are expended.~~

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$159,800.00	Grants and Contracts Manager	
Amendment Amount	\$83,800	Business Office Manager	
Revised Total Amount	\$243,600	Budget Manager	Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Costs	%	Accounting Manager	

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00272	SIS6	CE					
WAJ6	001	020	00271	WAJ6	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C060694PSC
Amendment 4

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$83,800 for a revised maximum contract amount of \$243,600.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

P.S. Beckley
John R. Batiste, Chief

Chad R. Melton
Signature

9/30/07
Date

9/25/07
Date

WASHINGTON STATE PATROL Task Order

WSP Contract Number: **C060694PSC**
Task Order Number: **3**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: Start Date: October 1, 2007 End Date: September 30, 2008

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$83,800.00

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Chad Melton
(206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

P.S. Beckley
John R. Batiste, Chief

9/30/07
Date

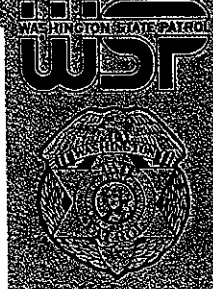
Chad R. Melton
Signature

9/25/07
Date

CHAD R. MELTON, Criminal Intelligence Analyst
Printed Name and Title

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 3 to WSP Contract No. C060694PSC
DATE: October 26, 2007

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Chad R. Melton. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Mr. Shawn Eckhart, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

October 26, 2007

Mr. Chad Melton
[REDACTED]

Dear Mr. Melton:

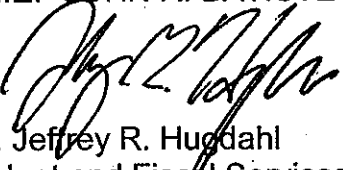
Subject: Amendment 3 to WSP Contract No. C060694PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE


Mr. Jeffrey R. Huddahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. CD60694PSC(4) Period of Performance: 10/1/07 - 9/30/08
 Contract Title: Criminal Intelligence Analyst Services
 Other Party: Chad Melford

Amount: \$ 243,600
 Payable
 Receivable
 Other: _____

Scope of Work: Extends to funds 1 additional year. Paid out of LETPP FFY07 funds.

Comments:
 Grants and Contract Manager: JR4 10/15

Business Office Manager: _____

BFS Administrator: RJM 10/16/07

Management Services Bureau Director: DL 10/17

Chief: DS 10-23-07

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060694PSC**
Task Order Number: **3**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: October 1, September 30,
Start Date: 2007 End Date: 2008

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$83,800.00

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Chad Melton
(206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Chad R Melton 9/25/07

CHAD R MELTON, Criminal Intelligence Analyst
Printed Name and Title

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

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- b. The maximum contract amount is increased by \$83,800 for a revised maximum contract amount of \$243,600.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Chad R Melton
Signature

Date

9/25/07
Date

FD-448
Revised
10-27-2004

FEDERAL BUREAU OF INVESTIGATION
FACSIMILE COVER SHEET

PRECEDENCE

Immediate

Priority

Routine

CLASSIFICATION

Top Secret

Secret

Confidential

Sensitive

Unclassified

TO

Name of Office:

WSP Budget and Fiscal Services

Facsimile Number:

(360) 664-0657

Date:

9/25/07

Attn:

Jeff Hagedahl

Room:

Telephone Number:

FROM

Name of Office:

Number of Pages: (Including cover)

Originator's Name:

Chad Melton

Originator's Telephone Number:

(206) 262-2675

Originator's Facsimile Number:

(206) 262-2014

Approved:

DETAILS

Subject:

Contract extension amendment and task order

Special Handling Instructions:

Brief Description of Communication Faxed:

WARNING

Information attached to the cover sheet is U.S. Government Property. If you are not the intended recipient of this information disclosure, reproduction, distribution, or use of this information is prohibited (18.U.S.C. § 641). Please notify the originator or local FBI Office immediately to arrange for proper disposition.

WSP Contract No. C060694PSC
Amendment 4

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

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- b. The maximum contract amount is increased by \$83,800 for a revised maximum contract amount of \$243,600.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Chad R Melton
Signature

Date

9/25/07
Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: C060694PSC
Task Order Number: 3

Contractor: Chad R. Melton

Period of Performance for Task Order: Start Date: October 1, 2007 End Date: September 30, 2008

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$83,800.00

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Chad Melton (206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Chad R Melton
Signature

9/25/07
Date

CHAD R MELTON, Criminal Intelligence Analyst
Printed Name and Title

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, September 27, 2007 12:35 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/27/2007 12:35:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 58718

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C060694PSC
Filed Date: 9/27/2007 12:35:00 PM
Start Date: 10/1/2007
Filed By: Jeff Hugdahl

Contract Value To Date: \$162,800
Amendment Value: \$83,800
New Total Contract Value: \$246,600

Contact(s) When Filing is in Process: Shawn Eckhart

Contact(s) When Filing is Completed: Shawn Eckhart

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 58718

Agency Contract Number: C060694PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Melton, Chad R.

DBA

UBI

Address [REDACTED]

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through regional intelligence centers co-located with local law enforcement jurisdictions; or at the Washington Joint Analytical Center. The amendment allows the contractor for provide continuous services for the next federal fiscal year.

Fund Source

Filing Number	Federal	State	Other	Total
35265 - 00	\$79,000			\$79,000
35265 - 01	\$83,800			\$83,800
This Filing	\$83,800			\$83,800
Contract Total				\$246,600

Contract Dates

Filed Date	Start Date	End Date
	10/01/2007	09/30/2008

Contacts

Shawn Eckhart (360)570-3125 shawn.eckhart@wsp.wa.gov In Process

Shawn Eckhart (360)570-3125 shawn.eckhart@wsp.wa.gov Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification

Reason for Late Filing:

The agency only recently learned that it would receive additional federal funding for these services; the agency has yet to receive the funding agreement from the Military Department but is proceeding in anticipation of the agreement.

Action taken to prevent future Late Filings:

The agency will continue to work with the Military Department in order to secure funding earlier in order to facilitate the filing process.

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional year. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background

investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services. Additionally, the agency has conducted seven procurements for these services over the past 2.5 years, and is finding it increasingly difficult to identify qualified contractors to provide these services. The agency is currently in the process of conducting another procurement to provide these services to local jurisdictions where services are not currently being provided.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond September 30, 2007.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through September 30, 2007 when the agency received an extension of funding from the Military Department. The agency's intent is to continue to conduct procurements for the services as contractors terminate services at different locations throughout the state. The agency has almost continuously been conducting procurements for these services since in inception of the project in 2005.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

This contract has been funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program (LETPP) federal fiscal year 2004 funds provided to WSP through the Washington State Military Department. The agency was recently notified that it would receive federal fiscal year 2007 funds from this grant program.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

melton amd 4 0907.doc - 29696kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Monday, September 24, 2007 2:12 PM
To: 'Chad Melton'
Cc: Zeller, Kevin (WSP)
Subject: RE: Criminal intelligence analyst contract extension
Attachments: melton amd 4 0907.doc; melton task order 3 0907.doc

Mr. Melton –

Attached is an amendment and task order to your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment and task order are acceptable, please have an authorized individual for your company sign and date these documents, fax the documents to my attention at (360) 664-0657, and send the documents with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the both documents via fax no later than Sunday, September 30, 2007 at 4:00 p.m. local time. Once I receive these documents with your firm's original signature through the postal mail I will send one fully executed original of these documents to you for your records.

Please let me know if you have any questions.

From: Chad Melton [mailto:cmelton1@leo.gov]
Sent: Monday, September 24, 2007 10:07 AM
To: Hugdahl, Jeff (WSP)
Cc: cmelton1@leo.gov
Subject: Criminal intelligence analyst contract extension

Mr. Hugdahl,

Please send the amendment to my criminal intelligence analyst contract to extend and fund the contract for one additional year. Amendment can be sent to cmelton1@leo.gov

Thank you,

Chad Melton

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$83,800 for a revised maximum contract amount of \$243,600.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060694PSC**
Task Order Number: **3**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: Start Date: October 1, 2007 End Date: September 30, 2008

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$83,800.00

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Chad Melton
(206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature Date

Printed Name and Title

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C060694PSC (3)		Other Contract Number		A/R Number	
Contract Start Date January 19, 2006		Contract End Date September 30, 2007		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Chad R. Melton					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Eileen Nashleanas	

Remarks: Extends period of performance for one year.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$76,000.00	Grants and Contracts Manager	<i>Chad R. Melton 10/27</i>
Amendment Amount	\$83,800.00	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$159,800.00	Budget Manager	<i>[Signature]</i>
Indirect Costs	%	Accounting Manager	<i>[Signature]</i>

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00270	SIS6	CE					
WAJ6	001	020	00271	WAJ6	CE					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No

Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile

Travel Authorized: Yes No Voluntary O/T: Yes No

Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No

Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No

Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

300-365-522 (R 6/03)

WSP Contract No. C060694PSC
Amendment 3

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$83,800.00 for a revised maximum contract amount of \$159,800.00.
- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

Paul S. Beckley
John R. Batiste, Chief

Chad R. Melton
Signature

9/30/06
Date

9/26/06
Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: C060694PSC
Task Order Number: 2

Contractor: Chad R. Melton

Period of Performance for Task Order: Start Date: October 1, 2006 End Date: September 30, 2007

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$83,800.00

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Chad Melton (206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

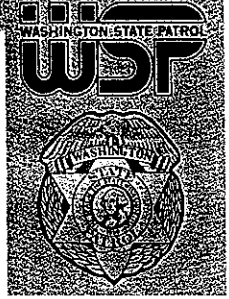
Paul S. Beattie
John R. Batiste, Chief Date 9/30/06

Chad R. Melton
Signature Date 9/26/06

CHAD R MELTON, Sole Proprietor
Printed Name and Title

INTER-OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 2 to WSP Contract No. C060694PSC
DATE: November 3, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Chad R. Melton. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

November 3, 2006

Mr. Chad Melton
[REDACTED]

Dear Mr. Melton:

Subject: Amendment 2 to WSP Contract No. C060694PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. CO60694PSC(3) Period of Performance: - 9/30/07
 Contract Title: Criminal Intelligence Analyst SERVICES
 Other Party: Chad Melton

Amount: \$159,800
 Payable
 Receivable
 Other:

Scope of Work: Extends for one add'l year.
Paid out of LETPP FFWD & OG grants.

Comments:
 Grants and Contract Manager: TRH 10/27

Business Office Manager: _____

BFS Administrator: RPM 10/27/06

Management Services Bureau Director: [Signature]

Chief: [Signature]

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060694PSC**
Task Order Number: **2**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: October 1, 2006 September 30, 2007
Start Date: End Date:

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$83,800.00

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Chad Melton
(206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Chad R Melton 9/26/06
CHAD R MELTON, Sole Proprietor
Printed Name and Title

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$83,800.00 for a revised maximum contract amount of \$159,800.00.
- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Chad R Melton
Signature

Date

9/26/06
Date



FBI FACSIMILE

COVER SHEET

PRECEDENCE

- Immediate
- Priority
- Routine

CLASSIFICATION

- Top Secret
- Secret
- Confidential
- Sensitive
- Unclassified

Time Transmitted: _____
 Sender's Initials: CLM
 Number of Pages: 3
 (including cover sheet)

To: Jeff Hugdahl
Name of Office

Date: 9/26/06

Facsimile Number: (360) 664-0657

Attn: _____
Name Room Telephone

From: Chad R Melton WSP/WAJAC
Name of Office

Subject: ① WSP Contract Amendment
② WSP Task Order

Special Handling Instructions: _____

Originator's Name: _____ Telephone: (206) 262-2075

Originator's Facsimile Number: (206) 262-2014

Approved: _____

Brief Description of Communication Faxed: _____

WARNING

Information attached to the cover sheet is U.S. Government Property. If you are not the intended recipient of this information, disclosure, reproduction, distribution, or use of this information is prohibited (18.U.S.C. § 641). Please notify the originator or the local FBI Office immediately to arrange for proper disposition.

WSP Contract No. C060694PSC
Amendment 3

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$83,800.00 for a revised maximum contract amount of \$159,800.00.
- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Chad R Melton

Signature

Date

9/26/06

Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060694PSC**
Task Order Number: **2**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: Start Date: **October 1, 2006** End Date: **September 30, 2007**

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: **\$83,800.00**

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Chad Melton (206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Chad R. Melton 9/26/06
Signature Date

CHAD R MELTON, Sole Proprietor

Printed Name and Title



FBI FACSIMILE COVER SHEET

PRECEDENCE

- Immediate
- Priority
- Routine

CLASSIFICATION

- Top Secret
- Secret
- Confidential
- Sensitive
- Unclassified

Time Transmitted: _____
 Sender's Initials: CM
 Number of Pages: 3
 (including cover sheet)

To: Jeff Hugdahl
Name of Office

Date: 9/26/06

Facsimile Number: (360) 664-0657

Attn: _____
Name Room Telephone

From: Chad R Melton WSP/WAJAC
Name of Office

Subject: ① WSP Contract Amendment
② WSP Task Order

Special Handling Instructions: _____

Originator's Name: _____ Telephone: (206) 262-2075

Originator's Facsimile Number: (206) 262-2014

Approved: _____

Brief Description of Communication Faxed: _____

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WSP Contract No. C060694PSC
Amendment 3

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CONTRACT AMENDMENT

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- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Chad R Melton
Signature

Date

9/26/06
Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060694PSC**
Task Order Number: **2**

Contractor: **Chad R. Melton**

Period of Performance for Task Order: **Start Date: October 1, 2006** **End Date: September 30, 2007**

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: **Service Cost:** WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: **\$83,800.00**

WSP Contact Name and Telephone Number: **Lieutenant Keith Huntley, (360) 704-2422**

Contractor Contact Name and Telephone Number: **Mr. Chad Melton (206) 262-2075**

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

CHAD R MELTON, Sole Proprietor

Printed Name and Title

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 26, 2006 11:47 AM
To: 'Chad Melton'
Cc: Huntley, Keith (WSP); Ladines, Lance (WJAC)
Subject: RE: Criminal intelligence analyst contract extension
Attachments: melton amd 3 0906.doc; melton task order 2 0906.doc

Attached is an amendment and task order for your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 664-0657, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Friday, September 29, 2006 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of the amendment to you for your records.

Please let me know if you have any questions.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$83,800.00 for a revised maximum contract amount of \$159,800.00.
- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: C060694PSC
Task Order Number: 2

Contractor: Chad R. Melton

Period of Performance for Task Order: Start Date: October 1, 2006 End Date: September 30, 2007

Description of Service: The Contractor's Employee (Chad Melton) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$38.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060694PSC.

Maximum Task Order Amount: \$83,800.00

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Chad Melton (206) 262-2075

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature Date

Printed Name and Title

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

>Logout

Home Filing Reporting Queues Admin Search Contact Us Links Help

2 records found.



Filed Contract Search Results

Filed Contract Search Criteria:

Get all filed contracts by TIN: [REDACTED]

Click on a contract filing number below to see additional details. Amend 'A' identifies amendments.

<u>File #</u>	<u>File Date</u>	<u>Agency</u>	<u>Legal Name</u>	<u>TIN</u>	<u>Agency Contract #</u>	<u>Amend</u>	<u>Value</u>	<u>Serv Desc</u>	<u>OFM Dcsn</u>
35265-01	9/28/2006	WSP	Melton, Chad R.	[REDACTED]	C060694PSC	A	\$83,800	CE	
35265-00	11/17/2005	WSP	Melton, Chad R.	[REDACTED]	C060694PSC		\$79,000	CE	

Legend

Approved

Reviewed



Acknowledged



Disapproved



Returned



Office of
Financial Management
State of Washington

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, September 28, 2006 2:53 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/28/2006 2:53:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 53437

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C060694PSC
Filed Date: 9/28/2006 2:53:00 PM
Start Date: 10/1/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$79,000
Amendment Value: \$83,800
New Total Contract Value: \$162,800

Contact(s) When Filing is in Process: Shawn Eckhart

Contact(s) When Filing is Completed: Shawn Eckhart

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 53437

Agency Contract Number: C060694PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Melton, Chad R.

DBA

UBI

Address [REDACTED]

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through regional intelligence centers co-located with local law enforcement jurisdictions; or at the Washington Joint Analytical Center. The amendment allows the contractor for provide continuous services for the next federal fiscal year.

Fund Source

Filing Number	Federal	State	Other	Total
35265 - 00	\$79,000			\$79,000
This Filing	\$83,800			\$83,800
Contract Total				\$162,800

Contract Dates

Filed Date	Start Date	End Date
	10/01/2006	09/30/2007

Contacts

Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	In Process
Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification**Reason for Late Filing:**

The agency only recently learned that it would receive additional federal funding for these services, and was unable to file the amendment in time.

Action taken to prevent future Late Filings:

The agency will continue to work with the Military Department in order to secure funding earlier in order to facilitate the filing process.

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional year. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2006 Law Enforcement Terrorism Prevention Program funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, replace and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services. Additionally, the agency has conducted four procurements for these services over the past 1.5 years, and is finding it increasingly difficult to identify qualified contractors to provide these services. The agency is currently in the process of conducting another procurement to provide these services to local jurisdictions where services are not currently being provided.

Are the proposed services within the scope of the original contract?

Yes

Explain why the services were not included in the terms of the original contract.

The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond September 30, 2006.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

The contract has been amended to extend the period of performance through September 30, 2006 when the agency received an extension of funding from the Military Department. The agency's intent is to conduct a procurement for the services provided through this contract and issue a new competitively procured contract once this contract expires on September 30, 2007.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

melton amd 3 0906.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 6/2/06
 LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C060694PSC (2)		Other Contract Number		A/R Number	
Contract Start Date January 19, 2006		Contract End Date September 30, 2006		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Chad R. Melton					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Eileen Nashleanas	

Remarks: Extends period of performance for four months.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$76,000.00	Grants and Contracts Manager	<i>[Signature]</i> 6/2/06
Amendment Amount	\$0.00	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$76,000.00	Budget Manager	<i>[Signature]</i> 6/2/06
Indirect Costs %		Accounting Manager	<i>[Signature]</i> 6/2/06

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CE					
WAJ4	001	020	00271	WAJ4	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other:

WSP Contract No. C060694PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$32,700.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste
John R. Batiste, Chief

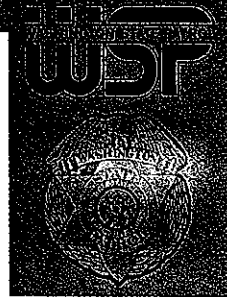
Chad R. Melton
Signature

5/25/06
Date

MAY 25, 2006
Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 2 to WSP Contract No. C060694PSC
DATE: June 13, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Chad R. Melton. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

June 13, 2006

Mr. Chad Melton
[REDACTED]

Dear Mr. Melton:

Subject: Amendment 2 to WSP Contract No. C060694PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh
Enclosure





**Budget and Fiscal Services
Contract Routing Face Sheet**

Contract No. C060694PSC (2) Period of Performance: January 19, 2006 - September 30, 2006 New Amendment Recurring
Contract Title: Criminal Intelligence Analyst Services
Other Party: Chad R. Melton

Amount: \$76,000.00 Payable Receivable Other: _____

Scope of Work: Extends and adds sufficient funds for 4 additional months.
Funded via LETPP FFY04 grant from the Military Department.

Comments:
Grants and Contract Manager: JRH g/r

Business Office Manager: _____

BFS Administrator: RJM g/r

Management Services Bureau Director: DP

Chief: _____

RECEIVED

MAY 2006

BUDGET & FISCAL
WSP

WSP Contract No. C060694PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$32,700.00.

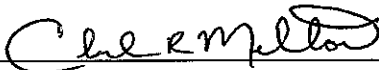
All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

MAY 25, 2006

Date



FBI FACSIMILE COVER SHEET

PRECEDENCE

- Immediate
- Priority
- Routine

CLASSIFICATION

- Top Secret
- Secret
- Confidential
- Sensitive
- Unclassified

Time Transmitted: 2:05
 Sender's Initials: CEM
 Number of Pages: 2
 (including cover sheet).

To: WSP Budget and Fiscal Services
Name of Office

Date: 5/25/2006

Facsimile Number: (360) 664-0657

Attn: Jeff Hugdahl
Name Room Telephone

From: Chad R Melton
Name of Office

Subject: Contract Amendment

Special Handling Instructions: _____

Originator's Name: Chad R Melton Telephone: (206) 661-7851

Originator's Facsimile Number: (206) 262-2014

Approved: _____

Brief Description of Communication Faxed: _____

WARNING

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WSP Contract No. C060694PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$32,700.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Chad R. Melton
Signature

Date

MAY 25, 2006
Date

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Thursday, May 25, 2006 12:16 PM
To: 'cmelton@leo.gov'
Cc: Huntley, Keith (WSP)
Subject: Criminal intelligence analyst services contract extension

We still haven't received an extension to the funds for your contract from the Military Department. In anticipation of an extension, I've attached a task order amendment to this e-mail that will extend the task order through September 30, 2006.

Please have an authorized individual for your company sign and date the task order amendment, fax the task order amendment to my attention at (360) 664-0657, and send the task order amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the task order amendment via fax no later than Wednesday, May 31, 2006 at 4:00 p.m. local time.

If we do not receive an extension to your contract's funds the task order will end at midnight on May 31, 2006. I will inform you of the status of this extension via e-mail no later than noon on May 31, 2006. Should the funding for your task order lapse, it is our intent to enter into a new task order for your services as soon as funding can be secured.

Please let me know if you have any questions concerning this e-mail.

WASHINGTON STATE PATROL
Second Task Order Amendment

WSP Contract Number: C060694PSC
Task Order Number: 1
Contractor: Chad R. Melton
Revision Date: May 25, 2006

The above-referenced Task Order between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a. The period of performance for this Task Order is extended through September 30, 2006.

All other terms and conditions of this Task Order remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

FOR THE WASHINGTON STATE
PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C060694PSC (2)		Other Contract Number	A/R Number
Contract Start Date 1/19/2006		Contract End Date 5/31/06	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Chad R. Melton			
Contractor Contact Address			
Contractor Contact Name		Contractor Contact Phone	Contractor EIN/SSN
Contractor E-Mail Address		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Eileen Nashleanas

Remarks: Revises Task Order 1 to extend the period of performance for one month.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$76,000	Grants and Contracts Manager	<i>[Signature]</i> 4/14
Amendment Amount	0	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$76,000	Budget Manager	<i>[Signature]</i>
Indirect Costs %		Accounting Manager	<i>[Signature]</i>

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CE					
WAJ4	001	020	00271	WAJ4	CE					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
 Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
 Travel Authorized: Yes No Voluntary O/T: Yes No
 Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
 Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
 Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____
 300-365-522 (R 6/03)

**WASHINGTON STATE PATROL
Task Order Amendment**

WSP Contract Number: C060694PSC
Task Order Number: 1
Contractor: Chad R. Melton
Revision Date: April 11, 2006

The above-referenced Task Order between the Washington State Patrol (WSP) and Chad R. Melton (Contractor) is hereby amended as follows:

- a.. The period of performance for this Task Order is extended through May 31, 2006.
- b. The Contractor's address is revised to: [REDACTED]

All other terms and conditions of this Task Order remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

FOR THE WASHINGTON STATE
PATROL:

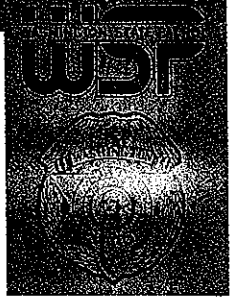
FOR THE CONTRACTOR:

John R. Batiste, Chief 4/20/06
Date

Chad R. Melton April 12, 2006
Signature Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment to Task Order 1, WSP Contract No. C060694PSC
DATE: April 21, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Chad R. Melton. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administrative Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

April 21, 2006

Mr. Chad Melton
[REDACTED]

Dear Mr. Melton:

Subject: Amendment to Task Order 1, WSP Contract No. C060694PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "Jeffrey R. Huggahl".

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. 200699PSC Period of Performance: 6/12/06 - 5/31/06
 Contract Title: Criminal Intel Analyst Services
 Other Party: Cloud Motion

Amount: \$70,000
 Payable
 Receivable
 Other: _____

Scope of Work: One month extension to match LETPP grant end date

Comments:

Grants and Contract Manager: IRH 4/19

Business Office Manager: _____

BFS Administrator: RSM 4/19

Management Services Bureau Director: [Signature]

Chief: _____

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administrative Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

April 11, 2006

Mr. Chad Melton
[REDACTED]

Dear Mr. Melton:

Subject: Amendment to Task Order 1, WSP Contract No. C060694PSC

Enclosed are two originals of the referenced amendment to the agreement between the Washington State Patrol and your firm. Once an approved representative of your firm has signed these originals, please return both originals to my attention at the following address:

Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

The Washington State Patrol agreement tracking number is referenced above; please use this number on all correspondence regarding the contract. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

Handwritten signature of Jeffrey R. Huggahl in black ink.

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh
Enclosures



FORM A19-1A

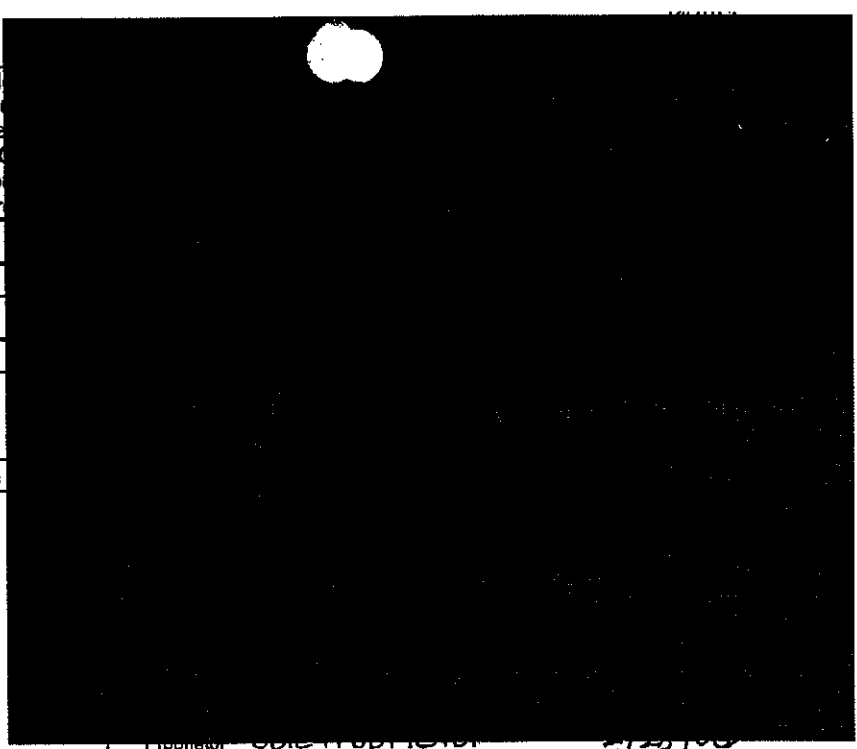


STATE OF WASHINGTON RECEIVED MAR 06 2006

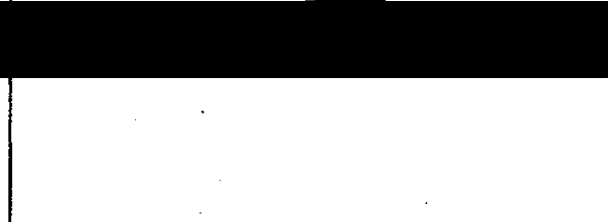
Online Help This document is in PDF format. Click on the bottom and appropriate

(Rev. 1/91) INVOICE VOUCHER (new online version 12/01)

BUDGET & FISCAL WSP



AGENCY NAME Washington State Patrol VENDOR OR CLAIMANT (Warrant is to be payable) CHAD RUSSELL MELTON



FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Services Contract Payments to I.R.S.) RECEIVED BY [Signature] LT 86 DATE RECEIVED

Table with columns: DATE, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT, FOR AGENCY USE. Row 1: 2/28/06, Contract Service Hours for C060694PSC, 150, HR, \$ 38, \$5700.00

PREPARED BY TELEPHONE NUMBER DATE AGENCY APPROVAL [Signature] DATE 3-2-06

DOC DATE 2/28/06 PMT DUE DATE CURRENT DOC NO. 024083 REG DOC NO. 09828 VENDOR NUMBER M032200 VENDOR MESSAGE USE IBI NUMBER 602 111 069

Detailed accounting table with columns: PEP CODE, TRANS CODE, FUND, APPN INDEX, PROGRAM INDEX, SUB OBJ, SUB OBJ OBJECT, GR2 INDEX, ALLOC, BUDGET UNIT, PROJ, SUB PROJ, PROJ PHAS, AMOUNT, INVOICE NUMBER. Row 1: 210, 001, 020, 271, CE, WASH, \$ 5,700.00, C060694PSC

ACCOUNTING APPROVAL FOR PAYMENT [Signature] DATE WARRANT TOTAL \$5,700.00 WARRANT NUMBER

ACCOUNTS PAYABLE WARRANT INSTRUCTION

HOLD FOR _____

CALL _____ FOR PICKUP

PHONE NO. _____

RETURN TO _____ FOR HANDLING

OTHER _____

COPY OF VOUCHER FOR SECRET

SIGNATURE T.A.

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Wednesday, February 01, 2006 2:50 PM
To: Huntley, Keith (WSP)
Subject: RE: Chad Melton

Can you confirm his mailing address for me? It just came back as undeliverable.

From: Huntley, Keith (WSP)
Sent: Wednesday, January 18, 2006 9:16 AM
To: Hugdahl, Jeff (WSP)
Subject: RE: Chad Melton

Yes. He's good to go.

Keith Huntley

Lieutenant Keith Huntley
Washington State Patrol
Washington Joint Analytical Center
(360) 704-2422
keith.huntley@wsp.wa.gov

From: Hugdahl, Jeff (WSP)
Sent: Wednesday, January 18, 2006 8:58 AM
To: Huntley, Keith (WSP)
Subject: Chad Melton

Just to confirm, Chad has passed his background check and it's OK to sign his task order, right?

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 11/17/05
LDS III

<input type="checkbox"/> Billable over \$10,000		<input type="checkbox"/> Billable under \$10,000		<input checked="" type="checkbox"/> Payable		<input type="checkbox"/> Other:			
WSP Contract Number <u>CO60674PSC (1)</u>			Other Contract Number			A/R Number			
Contract Start Date <u>Task Order</u> 02/01/06 <u>1/19/06</u>			Contract End Date <u>Task Order</u> <u>4/30/06</u>			AFRS End Date			
Contract Title <u>Intelligence Analyst Services</u>						CFDA No.		QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contractor Name <u>Chad R. Melton</u>									
Contractor Contact Address [REDACTED]									
Contractor Contact Name <u>Chad R. Melton</u>			Contractor Contact Phone <u>(206) 661-7851</u>			Contractor EIN/SSN [REDACTED]			
Contractor Address [REDACTED]			Contractor Contact Fax			BFS Accountant Name <u>TANYA</u>			
WSP Project Manager <u>L. Huntley</u>			WSP Section/Division/Bureau <u>IAD/ISB</u>			BFS Budget Analyst Name <u>Eileen for...</u>			

Remarks: Task Order for assignment to WADAC-Seattle
Hourly Rate = \$38 + Travel

Task Order Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<u>[Signature]</u> 11/17/05
Amendment Amount	\$	Business Office Manager	
Revised Total Amount	\$ <u>76,000 MCX</u>	Budget Manager	<u>[Signature]</u>
Indirect Costs	— %	Accounting Manager	

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
<u>WAD4</u>	<u>001</u>	<u>020</u>	<u>00271</u>	<u>WAD4</u>	<u>CE</u>				<u>—</u>	<u>100.0</u>

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst - Other: _____
300-365-522 (R 6/03)

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 11/17/05
LDS ++

<input type="checkbox"/> Billable over \$10,000			<input type="checkbox"/> Billable under \$10,000			<input checked="" type="checkbox"/> Payable			<input type="checkbox"/> Other:		
WSP Contract Number <u>060694PSC</u>				Other Contract Number				A/R Number			
Contract Start Date <u>DOE 1/19/06</u>				Contract End Date <u>9/30/07</u>				AFRS End Date			
Contract Title <u>Intelligence Analyst Services</u>							CFDA No.		QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No		
Contractor Name <u>Chad R. Melton</u>											
Contractor Contact Address [REDACTED]											
Contractor Contact Name <u>Chad R. Melton</u>				Contractor Contact Phone <u>(206) 661-7857</u>				Contractor EIN/SSN [REDACTED]			
Contractor E-Mail Address [REDACTED]				Contractor Contact Fax				BFS Accountant Name <u>TANYA</u>			
WSP Project Manager <u>A. Hundley</u>				WSP Section/Division/Bureau <u>IAD/ISB</u>				BFS Budget Analyst Name <u>EILEEN for...</u>			

Remarks: TASK ORDER REQUIRED TO WORK
Hardy let = \$38 + travel

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<u>[Signature]</u> 12/12/05
Amendment Amount	\$	Business Office Manager	<u>[Signature]</u>
Revised Total Amount	\$ <u>76,000 MAX</u>	Budget Manager	<u>[Signature]</u> 12/11/05 Allot: <input type="checkbox"/> Yes <input type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input type="checkbox"/> No
Indirect Costs — %		Accounting Manager	<u>[Signature]</u>

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		

TASK ORDERS

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

300-365-522 (R 6/03)

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C060694PSC
		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 Mr. Chad R. Melton		Contractor Doing Business As (DBA)
Contractor Address [REDACTED]		Contractor Federal Employer Identification Number (mandatory, for tax purposes) [REDACTED]
Contact Name Mr. Chad R. Melton		Contact Telephone (206) 661-7851
Contact Fax		Contact E-mail Address [REDACTED]
WSP Contact Information		
WSP Project Manager Name and Title Keith Huntley, Lieutenant		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347
Telephone (360) 753-0315 ext 139	Fax (360) 586-8231	E-mail Address keith.huntley@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov
Contract Start Date Date of Execution	Contract End Date September 30, 2007	Maximum Contract Amount \$76,000
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: 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 <i>John R. Batiste</i>	Date 1/19/06	Contractor Signature <i>Chad R. Melton</i>
Printed Name and Title John R. Batiste, Chief		Date DECEMBER 9, 2005
		Printed Name and Title CHAD R MELTON, ANALYST

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

1. General.

- a) **Task Orders.** Work shall be assigned by a negotiated Task Order and must be signed by both parties. Each Task Order must identify the Local Worksite to which the Contractor will be assigned and a start and end date for work at that location. Each Task Order, once accepted by WSP and the Contractor, shall be an amendment to this Contract.
- b) As assigned by WSP and after execution of a Task Order, the Contractor shall provide criminal intelligence analyst services 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

2. Contractor Qualifications. During the period of performance of this Contract, the Contractor must be able to obtain a federal Top Secret level security clearance; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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

- 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. The Contractor 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.
- 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 his/her duties, shall control his/her temper and exercise the utmost patience and discretion, and shall not engage in argumentative discussions. In the performance of his/her 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 his or her 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 42.17 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.

5. Fees. WSP shall reimburse the Contractor at the hourly rate identified below for services provided by the Contractor under this Contract.

<u>Contractor</u>	<u>Hourly Rate</u>
Chad R. Melton	\$38.00

When services are required by WSP at locations other than the Local Worksite identified in the Task Order, 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 judgement 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 Contract.
- 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 C060694PSC (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 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 WSP'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 Contractor for its disposition according to the terms of this Contract.

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

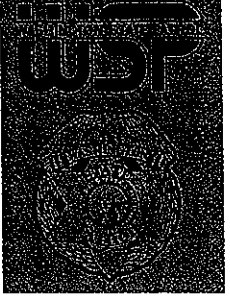
Chad R Melton
Signature of Contractor Employee

CHAD R MELTON, ANALYST
Printed Name and Title

DECEMBER 9, 2005
Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Sergeant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C060694PSC and Task Order 1
DATE: January 20, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Chad Melton. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

January 20, 2006

Mr. Chad Melton
[REDACTED]

Dear Mr. Melton:

Subject: WSP Contract No. C060694PSC and Task Order 1 to WSP Contract No. C060694PSC

Enclosed with this letter is one fully executed original of each of the referenced contracts between the Washington State Patrol and you. Please keep these originals for your records.

The Washington State Patrol contract tracking number is the contract number referenced above; please use this number on all correspondence regarding this contract. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "Jeffrey R. Hugdahl".

Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

jh
Enclosure





**Budget and Fiscal Services
Contract Routing Face Sheet**

Contract No. 20060694 PSL Period of Task Order 1: New
Performance: DOE - 4/30/06 Amendment
Contract Title: Total Analyst Services Recurring
Other Party: Chad Malton

Amount: NTE \$76,000 Payable
 Receivable
 Other: _____

Scope of Work: For WATAC/Seattle
paid out of FF04 LETPP.

Comments:
Grants and Contract Manager: JRL / 1/8

Business Office Manager: _____

BFS Administrator: WATAC intel analyst.
RJM 1/18/06

Management Services Bureau Director: db

Chief:

Hugdahl, Jeff (WSP)

From: Huntley, Keith (WSP)
Sent: Wednesday, January 18, 2006 9:16 AM
To: Hugdahl, Jeff (WSP)
Subject: RE: Chad Melton

Yes. He's good to go.

Keith Huntley

Lieutenant Keith Huntley
Washington State Patrol
Washington Joint Analytical Center
(360) 704-2422
keith.huntley@wsp.wa.gov

From: Hugdahl, Jeff (WSP)
Sent: Wednesday, January 18, 2006 8:58 AM
To: Huntley, Keith (WSP)
Subject: Chad Melton

Just to confirm, Chad has passed his background check and it's OK to sign his task order, right?



STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

December 1, 2005

Mr. Chad R. Melton
[REDACTED]

MAIL
12-1-05

Dear Mr. Melton:

Subject: WSP Agreement No. C060694PSC – WSP Criminal Intelligence Analyst Services.

Enclosed are two originals of the referenced agreement between you and the Washington State Patrol, as well as two originals of Task Order 1 to the same. Once you have signed these originals, including both the base agreement and Task Order 1, as well as at least one copy of Exhibit C in the base agreement, please return all originals to the following:

Mr. Shawn Eckhart
Budget and Fiscal Services
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

WSP will hold the agreements unexecuted until notification internally that your requisite background check has been passed. Once executed, you will receive one original. The Washington State Patrol contract tracking number is the contract number referenced above; please use this number on all correspondence regarding the agreement. If you need further assistance, please contact Mr. Eckhart at (360) 570-3125.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "Jeffrey R. Huggahl".

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

JH:spe
Enclosures





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

November 17, 2005

Mr. Chad R. Melton
[REDACTED]

MAILED
11-18-05

Dear Mr. Melton:

Subject: WSP Agreement No. C060694PSC – WSP Criminal Intelligence Analyst Services

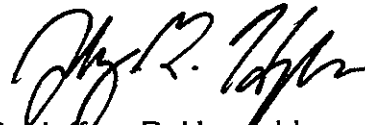
Enclosed are two originals of the referenced agreement between you and the Washington State Patrol, as well as two originals of Task Order 1 to the same. Once you have signed these originals, including both the base agreement and Task Order 1, as well as at least one copy of Exhibit C in the base agreement, please return all originals to the following:

Mr. Shawn Eckhart
Budget and Fiscal Services
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

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Sincerely,

CHIEF JOHN R. BATISTE


Mr. Jeffrey R. Huguahl
Budget and Fiscal Services

JH:spe
Enclosures



WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	<i>Chad Melton</i>
WSP Project Manager	<i>LT Huatley</i>
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	<i>COG0694/F3C</i>
BFS Contracts Specialist	<i>Jeff Hugdahl</i>

A. PRE-CONTRACT PLANNING

1. Description of Services: *Intel analyst services*

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	<i>LETPP WAT OF JIS -</i>
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	<i>Federal</i>
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	<i>N/A</i>
• Agency resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other public (governmental) resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>N/A</i>
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>↓</i>
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If former, provide last date of employment.	
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

If the contract is federally funded, is the Contractor a subrecipient or vendor?	
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?
 Competitive Sole Source
2. If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

In RFPQ folder

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

Seattle Daily Journal of Commerce

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No *N/A*

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
 If factor is not applicable, risk point = 0. Unknown, risk point = 5.
 1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	2
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	4
Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	2

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	3
Experience and past performance	4
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	1
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	1
Organizational changes (is organization stable or does it have frequent turnover?)	3
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	3
Legal actions (has there been any for the last 12 months? - if so, what?)	3
Background of individuals (do you have resumes?)	2

3. Total Risk Points

37

D. **CONTRACT MONITORING** - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

- Were contract and contractor risks assessed prior to entering into a contract?
 Yes No
- Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment
Page 4 of 4

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?

Yes No

4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	X
Review of entity invoices and other documentation	X
Conduct onsite reviews or other observations (meetings, etc.)	X
Maintain other periodic contract with contractor (telephone, email, etc.)	
Other:	

E. AUDITS (for subrecipients of federal funds)

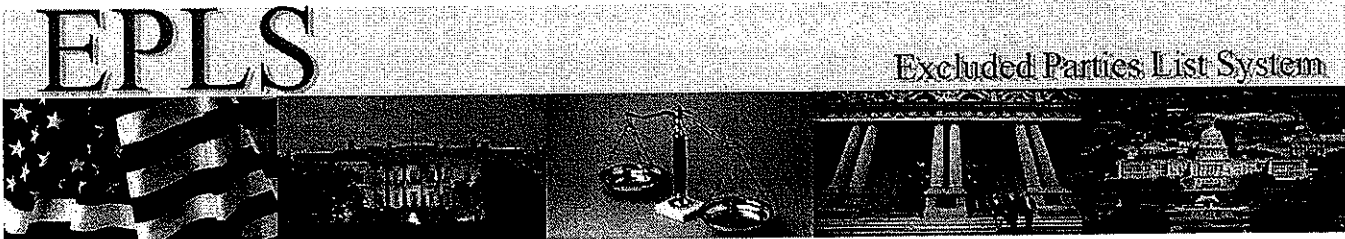
N/A

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	
Was a risk assessment completed to determine whether an audit was needed?	
Is corrective action necessary? Were questioned costs resolved?	
Are audit findings, if any, resolved?	

F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes:



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Partial Name : Melton
State : WASHINGTON
Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
- > Advanced Reports

Archive Search - Past Exclusions

-
- > Advanced Archive Search
- > Multiple Names

Contact Information

- > Email: support@epls.gov
eplscorments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

Eckhart, Shawn (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, December 02, 2005 1:04 PM
To: Eckhart, Shawn (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 11/17/2005 2:14:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Susan Johnsen
Filing Number: 35265-00

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C060694PSC
Filed Date: 11/17/2005 2:14:00 PM
Start Date: 11/17/2005
Filed By: Shawn Eckhart

Contract Value: \$79,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 49347

Agency Contract Number: C060694PSC

Filed By: Shawn Eckhart

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Melton, Chad R.

DBA

UBI

Address [REDACTED]

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at the Washington Analytical Center (WAJAC) in Seattle, Washington, and/or for regional intelligence groups (RIGs). Work accomplished under the Contract is by mutually executed task order and the first task order under this agreement is for work at the WAJAC in Seattle, Washington, through 4-30-06.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$79,000			\$79,000
Contract Total				\$79,000

Contract Dates

Filed Date	Start Date	End Date
11/17/2005	11/17/2005	09/30/2007

Contacts

Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	In Process
Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

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 include the FBI, U.S. Immigration and Customs Enforcement, the Washington National Guard, the Washington State Patrol, and several local law enforcement agencies. Nine Regional Intelligence Groups (RIGs) are being created to provide criminal intelligence services in an effort to prevent terrorism. The RIGs are comprised of representatives of local and state law enforcement agencies, and serve to provide regionally-focused intelligence analysis products, as well as to serve as a conduit for information to and from the WAJAC.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Competitive Solicitation Process**Advertisement Information**

Name of the newspapers the advertisement was published in: Daily Journal of Commerce

Solicitation Notification

Number of Solicited Documents: 9

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of jurisdictions that will be receiving the services. Mr. Melton has a masters degree in Criminal Justice from Washington State University. The RFQQ required: "A four-year or higher college degree in criminal justice, law enforcement, statistical analysis or a related field may be substituted for the work experience requirement." His qualifications exceed the minimum qualifications required by the RFQQ.

Names of Firms Responding With Proposals.

Matthew Black, Keith Stringfellow, SAIC, KSNK Enterprises, Tom Kolega, The Masters Touch, Setracon, Kristin Norton

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center staff to score vendor education, training and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. Proposed consultant team members were separated by work location availability. The highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating in the regional intelligence centers and the WAJAC where the proposed consultant team members would work. The final selection was based on the outcome of these interviews.

Reasonableness of Cost**How was it determined that costs are fair and reasonable, or within the competitive range?**

For proposed consultant team members, the average hourly rate was \$59.95 per hour. The contractor proposed \$38.00 per hour. \$3,000 per contractor employee has been added to the maximum contract amount for travel costs. These costs are not included in the maximum dollar amount of the contract itself, but are paid separately above that amount.

Attachments

060694.doc - 95232kb

060694(1).doc - 36352kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Correspondence Questions**Question/Comment**

Shawn: The additional information helps a little, but other candidates must have masters degrees. (?) I was actually looking for more explanation of his experience and expertise which resulted in the evaluators considering him better qualified than others. We need as much information as you can provide. Thanks.

Answer

This is the answer that was received: In the selection for the position within WAJAC, Melton was compared to four other applicants and it was determined that he would be the best fit for that particular position. The decision to select him was based on his military experience, his proficiency using certain software programs, the positions of trust he recently held and his education. Of the four positions within WAJAC, three are filled by contractors who have retired from law enforcement in King County. The evaluators thought it best to select a contractor for the final position who has recent military experience and who can provide a different analytical insight.

Question/Comment

Shawn: Please provide further explanation re: Mr. Melton's background and experience that supports the fact that he has strengths in those areas.

Answer

Mr. Melton has a masters degree in Criminal Justice from Washington State University. The RFQQ states: "A four-year or higher college degree in criminal justice, law enforcement, statistical analysis or a related field may be substituted for the work experience requirement." His qualifications exceed the minimum qualifications required by the RFQQ.

Question/Comment

The filing indicates the contract maximum as \$79,000, but the attached contract document indicates \$76,000. Which is correct? If the filing, please revise the contract and re-attached to PSCD. If the contract is correct, I will change the total in PSCD for you.

Answer

Both are correct. The contract itself excludes travel costs under the maximum contract amount, however, your office wanted travel costs included in the filed amount. We estimated those costs to be \$3,000 per contractor employee, and filed 11 previous contracts at \$79,000 per contractor employee vs. the \$76,000 per contractor employee on the contractual documents. We will do this either way, but we thought we would continue in this manner for consistency.

Eckhart, Shawn (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, November 17, 2005 2:14 PM
To: Eckhart, Shawn (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 11/17/2005 2:14:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 49347

Contractor Legal Name: Melton, Chad R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C060694PSC
Filed Date: 11/17/2005 2:14:00 PM
Start Date: 11/17/2005 Filed By: Shawn Eckhart

Contract Value: \$79,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 49347

Agency Contract Number: C060694PSC

Filed By: Shawn Eckhart

OFM Decision Date:

Contractor Information

TIN

Legal Name Melton, Chad R.

DBA

UBI

Address

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at the Washington Analytical Center (WAJAC) in Seattle, Washington, and/or for regional intelligence groups (RIGs). Work accomplished under the Contract is by mutually executed task order and the first task order under this agreement is for work at the WAJAC in Seattle, Washington, through 4-30-06.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$79,000			\$79,000
Contract Total				\$79,000

Contract Dates

Filed Date	Start Date	End Date
11/17/2005	11/17/2005	09/30/2007

Contacts

Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	In Process
Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

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 include the FBI, U.S. Immigration and Customs Enforcement, the Washington National Guard, the Washington State Patrol, and several local law enforcement agencies. Nine Regional Intelligence Groups (RIGs) are being created to provide criminal intelligence services in an effort to prevent terrorism. The RIGs are comprised of representatives of local and state law enforcement agencies, and serve to provide regionally-focused intelligence analysis products, as well as to serve as a conduit for information to and from the WAJAC.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Competitive Solicitation Process**Advertisement Information**

Name of the newspapers the advertisement was published in: Daily Journal of Commerce

Solicitation Notification

Number of Solicited Documents: 9

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of jurisdictions that will be receiving the services.

Names of Firms Responding With Proposals.

Matthew Black, Keith Stringfellow, SAIC, KSNK Enterprises, Tom Kolega, The Masters Touch, Setracon,

Kristin Norton

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center staff to score vendor education, training and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. Proposed consultant team members were separated by work location availability. The highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating in the regional intelligence centers and the WAJAC where the proposed consultant team members would work. The final selection was based on the outcome of these interviews.

Reasonableness of Cost

How was it determined that costs are fair and reasonable, or within the competitive range?

For proposed consultant team members, the average hourly rate was \$59.95 per hour. The contractor proposed \$38.00 per hour. \$3,000 per contractor employee has been added to the maximum contract amount for travel costs. These costs are not included in the maximum dollar amount of the contract itself, but are paid separately above that amount.

Attachments

060694.doc - 95232kb

060694(1).doc - 36352kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Eckhart, Shawn (WSP)

From: Eckhart, Shawn (WSP)
Sent: Thursday, November 17, 2005 1:36 PM
To: [REDACTED]
Subject: RFQQ No. C060226PSC - Apparent Successful Proposer

Mr. Chad R. Melton,

Congratulations – you have been tentatively selected as an apparent successful proposer under WSP RFQQ No. C060226PSC, contingent on you passing a background check conducted by WSP.

You will be receiving a contract and work task order from WSP through postal mail within the next few days.

In addition to passing a background check, remaining under contract will require that you fulfill other RFQQ conditions, such as being licensed to do business in Washington State within 10 business days of this announcement if not already so; and formal training in i2's Analyst Notebook application and Penlink within 120 days of contract execution if not already proficient in those applications.

If you have any questions, please contact me at (360) 570-3125 or at shawn.eckhart@wsp.wa.gov

Shawn Eckhart
Washington State Patrol
Budget & Fiscal Services
(360) 570-3125

Eckhart, Shawn (WSP)

From: Huntley, Keith (WSP)
Sent: Thursday, November 17, 2005 9:27 AM
To: Eckhart, Shawn (WSP)
Subject: Contractors

Hi Shawn,

Corona, Crow and Gerber passed their background investigations so they should be starting to provide services this week or next.

We selected Chad Melton to provide services at the WAJAC in Seattle. I will forward his background to HRD today.

Other selections are still pending.

Thanks,

Keith Huntley

Lieutenant Keith Huntley
Washington State Patrol
Washington Joint Analytical Center
(360) 704-2422
keith.huntley@wsp.wa.gov

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C060694PSC	
		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 Mr. Chad R. Melton		Contractor Doing Business As (DBA)	
Contractor Address [REDACTED]		Contractor Federal Employer Identification Number (mandatory, for tax purposes) [REDACTED]	
Contact Name Mr. Chad R. Melton		Contact Telephone (206) 661-7851	
Contact Fax		Contact E-mail Address [REDACTED]	
WSP Contact Information			
WSP Project Manager Name and Title Keith Huntley, Lieutenant		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 753-0315 ext 139	Fax (360) 586-8231	E-mail Address keith.huntley@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov	
Contract Start Date Date of Execution	Contract End Date September 30, 2007	Maximum Contract Amount \$76,000	
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference: <ul style="list-style-type: none"> <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: 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

1. General.

- a) Task Orders. Work shall be assigned by a negotiated Task Order and must be signed by both parties. Each Task Order must identify the Local Worksite to which the Contractor will be assigned and a start and end date for work at that location. Each Task Order, once accepted by WSP and the Contractor, shall be an amendment to this Contract.
- b) As assigned by WSP and after execution of a Task Order, the Contractor shall provide criminal intelligence analyst services 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

2. Contractor Qualifications. During the period of performance of this Contract, the Contractor must be able to obtain a federal Top Secret level security clearance; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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

- 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. The Contractor 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.
- 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 his/her duties, shall control his/her temper and exercise the utmost patience and discretion, and shall not engage in argumentative discussions. In the performance of his/her 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 his or her 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 42.17 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.

5. Fees. WSP shall reimburse the Contractor at the hourly rate identified below for services provided by the Contractor under this Contract.

<u>Contractor</u>	<u>Hourly Rate</u>
Chad R. Melton	\$38.00

When services are required by WSP at locations other than the Local Worksite identified in the Task Order, 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 judgement 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 Contract.
- 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 C060694PSC (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 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 WSP'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 Contractor for its disposition according to the terms of this Contract.

I understand that I am subject to all applicable 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



WSP Contract No.

Category

Amendment No.

Title

Other Party

Other No.

Start Date End Date

Amount User ID

Contract Status

Contract Notes:

from RFQQ C060226PSC

Program Information:

Program:

Program Contact:

Processing Status:

Amendment	<input type="text" value="1"/>
Amd Amount	<input type="text" value="\$76,000"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text" value=""/>
Attorney General	<input type="text" value=""/>
Bureau Cdr IOC	<input type="text" value=""/>
BFS Notification	<input type="text" value="10/6/2005"/>
BFS Review	<input type="text" value="11/17/2005"/>
Chief's Office	<input type="text" value=""/>
Transmittal Letter	<input type="text" value="9/21/2005"/>
Mailed to Other Part	<input type="text" value="9/23/2005"/>
Received Back	<input type="text" value="9/26/2005"/>
Distributed	<input type="text" value="11/23/2005"/>
Amendment	<input type="text" value="0"/>
Amd Amount	<input type="text" value="\$0"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text" value=""/>
Attorney General	<input type="text" value=""/>
Bureau Cdr IOC	<input type="text" value=""/>
BFS Notification	<input type="text" value="10/6/2005"/>
BFS Review	<input type="text" value="11/17/2005"/>
Chief's Office	<input type="text" value="11/18/2005"/>
Transmittal Letter	<input type="text" value="9/21/2005"/>
Mailed to Other Part	<input type="text" value="9/23/2005"/>
Received Back	<input type="text" value="9/26/2005"/>
Distributed	<input type="text" value="11/23/2005"/>
Amendment	<input type="text" value="2"/>
Amd Amount	<input type="text" value="(\$76,000)"/>

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 11/18/08

LDS / /

<input type="checkbox"/> Billable over \$10,000 <input type="checkbox"/> Billable under \$10,000 <input checked="" type="checkbox"/> Payable <input type="checkbox"/> Other:										
WSP Contract Number C060490PSC (3)			Other Contract Number			A/R Number				
Contract Start Date			Contract End Date December 31, 2008			AFRS End Date				
Contract Title Criminal Intelligence Analyst Services						CFDA No.		QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No		
Contractor Name KSNK										
Contractor Contact Address										
Contractor Contact Name			Contractor Contact Phone			Contractor EIN/SSN				
Contractor E-Mail Address			Contractor Contact Fax			BFS Accountant Name Tanya Pierce				
WSP Project Manager LT Drake			WSP Section/Division/Bureau IAD			BFS Budget Analyst Name Sue Aschenbrenner				
Remarks: Extends period of performance for one month.										
Contract Amount		Position				Signature and Date				
Previous Contract Amount	\$204,750.00	Grants and Contracts Manager				11/21/08 Allot: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Amendment Amount	\$9,200	Business Office Manager								
Revised Total Amount	\$213,950.00	Budget Manager								
Indirect Costs %		Accounting Manager								
Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ7	001	01*	00271	WAJ7	CE					
Billable Contracts Only										
Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No						Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No						Special Mileage Rate \$ _____ per mile				
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No						Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No										
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No						AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No						Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No				
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No						Minimum Call Out Hours: _____				
Primary Org Code: _____						Other Org Codes: _____				
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure										

Distribution: Project Manager
 Accountant
 Budget Analyst
 Other: _____

WSP Contract No. C060490PSC
Amendment 3

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$9,200 for a revised maximum contract amount of \$213,950.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

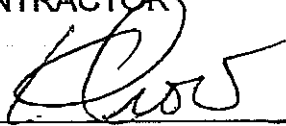
THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR



John R. Batiste, Chief



Signature

11/25/08

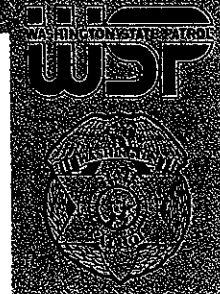
Date

11-23-08

Date

INTER-OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 3 to WSP Contract No. C060490PSC
DATE: December 3, 2008

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and KSNK. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 12, ext. 11052 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Sue Aschenbrenner, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

December 3, 2008

Mr. Ken Crow
KSNK
22727 SE 27th St
Sammamish WA 98075

Dear Mr. Crow:

Subject: Amendment 3 to WSP Contract No. C060490PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 596-4052.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "Jeffrey R. Huggdahl".

Mr. Jeffrey R. Huggdahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

Contract No. CO60490PSC(3) Period of Performance: - 12/31/08
Contract Title: Criminal Intel Analyst Services
Other Party: KSNK

- New
- Amendment
- Recurring

Amount: \$213,950
 Payable
 Receivable
 Other:

Scope of Work: Extends for one add'l month using WAJAC FFY07 LETPP funds (WAJ2) - one of 4 analysts working at WAJAC. Won't be extended - new contracts are being procured.

Comments:
Grants and Contract Manager: IRH 12/1

BFS Administrator: RPM 12/1/08 OK

Management Services Bureau Director: RPM for DP

Chief/Deputy Chief: [Signature] 12-2-08

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$9,200 for a revised maximum contract amount of \$213,950.00.
- c. This amendment is effective on November 30, 2008.


All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

11-23-08

Date



WAJAC

**FAX Transmission
Cover Sheet**

FAX: 206-262-2014

To: J. Hugdahl FAX: 360-596-4078 Date: 11-23-08

From: Ken Crow Phone: 206-262-2257

Subject: Contract Extension

Total number of pages, including this cover sheet:

Message:

If you need anything else, please
let me know. Original is in the mail.

***** WARNING: The contents of this transmission is CONFIDENTIAL, and is intended for the intended recipient only. If you have received this in error, please destroy the contents of this transmission, and notify the sender immediately.**

WSP Contract No. C060490PSC
Amendment 3

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$9,200 for a revised maximum contract amount of \$213,950.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

11-23-08

Date

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Thursday, November 20, 2008 4:41 PM
To: 'kcrow1@leo.gov'
Subject: WSP Contract No. C060490PSC
Attachments: ksnk amd 3.doc

Ken, the attached amendment will fund your contract at WAJAC through December 31, 2008. If you could sign this amendment, fax it to me no later than Wednesday, November 26 and mail the original I'd appreciate it.

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 23, 2008 3:31 PM
To: 'kcrow1@leo.gov'
Cc: Braniff, Tim (WSP)
Subject: FW: WSP Contract No. C051041PSC

Attached is an amendment and task order to your firm's criminal intelligence analyst contract to extend and fund the contract for two additional months.

If this amendment and task orders are acceptable, please have an authorized individual for your company sign and date both documents, fax the documents to my attention at (360) 596-4078, and send the documents with the original signatures to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the fax no later than Tuesday, September 30, 2008 at 4:00 p.m. local time. Once I receive these documents with your firm's original signature through the postal mail I will send one fully executed original each document to you for your records.

Please let me know if you have any questions.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$9,200 for a revised maximum contract amount of \$213,950.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Hugdahl, Jeff (WSP)

From: Eckhart, Shawn (WSP)
Sent: Friday, November 21, 2008 8:07 AM
To: Hugdahl, Jeff (WSP); Haider, Cindy (WSP)
Subject: FW: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 11/18/2008 4:12:00 PM.

FYI

-----Original Message-----

From: ofm.contracting@ofm.wa.gov [mailto:ofm.contracting@ofm.wa.gov]
Sent: Thursday, November 20, 2008 3:45 PM
To: Eckhart, Shawn (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 11/18/2008 4:12:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 35079-03

Contractor Legal Name: KSNK Enterprise
Contractor TIN: 200674694

Agency: 225
Agency Contract #: C060490PSC
Filed Date: 11/18/2008 4:12:00 PM
Start Date: 11/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$207,750
Amendment Value: \$9,200
New Total Contract Value: \$216,950

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Tuesday, November 18, 2008 4:12 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 11/18/2008 4:12:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 64564

Contractor Legal Name: KSNK Enterprise
Contractor TIN: 200674694

Agency: 225
Agency Contract #: C060490PSC
Filed Date: 11/18/2008 4:12:00 PM
Start Date: 11/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$207,750
Amendment Value: \$9,200
New Total Contract Value: \$216,950

Contact(s) When Filing is in Process: Shawn Eckhart

Contact(s) When Filing is Completed: Shawn Eckhart

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 64564

Agency Contract Number: C060490PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 200674694

Legal Name KSNK Enterprise

DBA

UBI 602373741

Address 22727 SE 27th Street, Sammamish, WA USA 98075

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To provide criminal intelligence analyst services to local, state and federal law enforcement agencies through the Washington Joint Analytical Center (WAJAC). The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional month.

Fund Source

Filing Number	Federal	State	Other	Total
35079 - 00	\$79,000			\$79,000
35079 - 01	\$110,250			\$110,250
35079 - 02	\$18,500			\$18,500
This Filing	\$9,200			\$9,200
Contract Total				\$216,950

Contract Dates

Filed Date	Start Date	End Date
	11/30/2008	12/31/2008

Contacts

Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	In Process
Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification**Reason for Late Filing:**

The program anticipated completing a procurement for these services in time to allow this contract to end on November 30; and new contracts providing services effective December 1. The procurement process is taking longer than originally anticipated.

Action taken to prevent future Late Filings:

The agency will plan on a longer time period for the procurement of these services in the future.

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional month. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program (LETPP) funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The services assist the State Patrol, federal agencies, and local law enforcement by providing criminal intelligence analysis for law enforcement missions. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. WSP is contractually obligated to the federal government to provide these services. These services are critical to WSP to fulfill their mission of "enhancing the safety and security of our state" which includes sharing information with other local, state and federal law enforcement organizations. In light of the Personal Service contract freeze, this amendment was approved by executive management, the deputy chief and chief.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at WAJAC while the agency conducts a competitive procurement of these services. A new RFQQ for these services was issued on October 31, 2008; the agency is currently conducting an evaluation of proposals but will not be completed with the procurement process by the time this contract ends on November 30, 2008. Should this contractor become an apparent successful proposer under the new RFQQ they will be placed under a new contract; this current contract will not be extended after this amendment.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would be available beyond November 30, 2008.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through December 31, 2008 while the agency conducts a competitive procurement of these services. A waiver was granted by the U.S. Department of Homeland Security for the use of \$1 million dollars of federal fiscal year 2008 funds to continue funding contracted intelligence analysts; rather than continue to extend this contract the agency is conducting a new procurement for these services and allowing all previous contracts for this service to expire.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

Funding was made available for an additional month by leaving an agency employee position also funded by this grant vacant; and by terminating the majority of contracts for these services.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

ksnk amd 3.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C060490PSC (2)		Other Contract Number	A/R Number
Contract Start Date		Contract End Date November 30, 2008	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name KSNK			
Contractor Contact Address			
Contractor Contact Name		Contractor Contact Phone	Contractor EIN/SSN
Contractor E-Mail Address		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager LT Drake		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Shawn Eckhart

Remarks: Extends period of performance for two months.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$186,250.00	Grants and Contracts Manager	<i>[Signature]</i> 9/29
Amendment Amount	18,500.00	Business Office Manager	
Revised Total Amount	\$204,750.00	Budget Manager	<i>[Signature]</i> 9/29/08
Indirect Costs %		Accounting Manager	<i>[Signature]</i> 9/29/08

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ7	001	01*	00271	WAJ7	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C060490PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$18,500.00 for a revised maximum contract amount of \$204,750.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

P.S. Beckley
John R. Batiste, Chief

Ken W. Crow
Signature Ken W. Crow

9.30.08
Date

9.24-08
Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060490PSC**
Task Order Number: **4**

Contractor: **KSNK**

Period of Performance for Task Order: Start Date: October 1, 2008 End Date: November 30, 2008

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$18,500.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (206) 262-2418

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

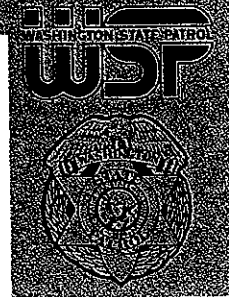
P.S. Beckley 9-30-08
John R. Batiste, Chief Date

Ken W. Crow 9-24-08
Signature Date

Ken W. Crow President
Printed Name and Title

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Task Order 4, Amendment 2 to WSP Contract No. C060490PSC
DATE: October 8, 2007

Attached is a fully executed copy of the above-listed task order and amendment between the Washington State Patrol and KSNK. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract.

- If you feel the indicated budget code is incorrect, please contact Ms. Cindy Haider, Budget and Fiscal Services, within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact Ms. Haider at Micro 12, ext. 11071 if you have any questions or concerns regarding this contract.

CRH
for, JRH:clh
Attachment

cc: Ms. Sue Aschenbrenner, Budget and Fiscal Services
Captain Tim Braniff, Investigative Services Division
Ms. Tanya Pierce, Budget and Fiscal Services



FILED
10/8/08

CHRISTINE O. GREGOIRE
Governor



- JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

October 6, 2008

Mr. Ken Crow
KSNK
22727 SE 27th St
Sammamish WA 98075

Subject: Amendment 6 & Task Order 4 to WSP Agreement No. C060490PSC

Enclosed with this letter are one fully executed amendment and one fully-executed Task Order of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L. Haider
for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosure

MAILED
10/6/08





Budget and Fiscal Services
Contract Routing Face Sheet

Contract No. 6060490PSC(2) Period of Performance: 11/1/05 - 11/30/09 New
 Amendment Recurring
Contract Title: Criminal Intelligence Analyst Services
Other Party: KSNK (Ken Crow)

Amount: \$204,750 Payable Receivable Other:

Scope of Work: Extends contract for 2 add'l months with remaining funding from WAJ7 (LETPP FFY07 contract w/ EMD).

Comments:
Grants and Contract Manager: JRH 9/20

Business Office Manager: _____

BFS Administrator: RJM 9/29/08

Management Services Bureau Director: DP 9/29

Chief: [Signature] 9-30-08

Attorney Investigative Services

A premier private investigation agency providing members of the legal community with the information they need
Washington State License Number 2399

P.O. Box 779
Issaquah, WA 98027

(425) 837-0229
www.AIS-Seattle.com

FAX Transmittal Cover Sheet

TO: Jeff Hugdahl

FAX Number: 360-596-4078

FROM: Ken Crow

Phone: 425-503-5974

SUBJECT: Contract Extension

Number of pages, including cover sheet: 3

Message:

The originals will be in the mail later today. If you need anything more, please let me know.

← sent
9/24
9:06 AM

A. I. S.: Where confidentiality is an obsession, integrity a must, and professionalism a given

Licensed - Bonded - Insured

Member: International Association of Bomb Technicians and Investigators (IABTI), Washington Association of Legal Investigators (WALI), National Association of Legal Investigators (NALI), and others

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$18,500.00 for a revised maximum contract amount of \$204,750.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature Ken W. Crow

Date

9-24-08

Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060490PSC**
Task Order Number: **4**

Contractor: **KSNK**

Period of Performance for Task Order: October 1, November 30,
Start Date: 2008 End Date: 2008

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$18,500.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (206) 262-2418

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature Date

Ken W. Crow President
Printed Name and Title

Attorney Investigative Services

A premier private investigation agency providing members of the legal community with the information they need
Washington State License Number 2399

P.O. Box 779
Issaquah, WA 98027

(425) 837-0229
www.AIS-Seattle.com

FAX Transmittal Cover Sheet

TO: Jeff Hugdahl

FAX Number: 360-596-4078

FROM: Ken Crow

Phone: 425-503-5974

SUBJECT: Contract Extension

Number of pages, including cover sheet: 3

Message:

The originals will be in the mail later today. If you need anything more, please let me know.

A. I. S.: Where confidentiality is an obsession, integrity a must, and professionalism a given
Licensed - Bonded - Insured

Member: International Association of Bomb Technicians and Investigators (IABTI), Washington Association of Legal Investigators (WALI), National Association of Legal Investigators (NALI), and others

WSP Contract No. C060490PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$18,500.00 for a revised maximum contract amount of \$204,750.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature Ken W. Crow

Date

9.24-08

Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060490PSC**
Task Order Number: **4**

Contractor: **KSNK**

Period of Performance for Task Order: **Start Date: October 1, 2008** **End Date: November 30, 2008**

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: **Service Cost:** WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$18,500.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (206) 262-2418

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature Date

Ken W. Crow President
Printed Name and Title

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 23, 2008 3:31 PM
To: 'kcrow1@leo.gov'
Cc: Braniff, Tim (WSP)
Subject: FW: WSP Contract No. C051041PSC
Attachments: ksnk crow amd 2.doc; crow 1006 task order 4.doc

Attached is an amendment and task order to your firm's criminal intelligence analyst contract to extend and fund the contract for two additional months.

If this amendment and task orders are acceptable, please have an authorized individual for your company sign and date both documents, fax the documents to my attention at (360) 596-4078, and send the documents with the original signatures to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the fax no later than Tuesday, September 30, 2008 at 4:00 p.m. local time. Once I receive these documents with your firm's original signature through the postal mail I will send one fully executed original each document to you for your records.

Please let me know if you have any questions.

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060490PSC**
Task Order Number: **4**

Contractor: **KSNK**

Period of Performance for Task Order: Start Date: October 1, 2008 End Date: November 30, 2008

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$18,500.00

WSP Contact Name and Telephone Number: Lieutenant Randy Drake, (206) 262-2418

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name and Title

Hugdahl, Jeff (WSP)

From: Eckhart, Shawn (WSP)
Sent: Wednesday, September 17, 2008 11:41 AM
To: Hugdahl, Jeff (WSP); Haider, Cindy (WSP)
Subject: FW: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/15/2008 4:29:00 PM.

FYI

-----Original Message-----

From: ofm.contracting@ofm.wa.gov [mailto:ofm.contracting@ofm.wa.gov]
Sent: Wednesday, September 17, 2008 11:39 AM
To: Eckhart, Shawn (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/15/2008 4:29:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 35079-02

Contractor Legal Name: KSNK Enterprise
Contractor TIN: 200674694

Agency: 225
Agency Contract #: C060490PSC
Filed Date: 9/15/2008 4:29:00 PM
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$189,250
Amendment Value: \$18,500
New Total Contract Value: \$207,750

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, September 15, 2008 4:29 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/15/2008 4:29:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 63850

Contractor Legal Name: KSNK Enterprise
Contractor TIN: 200674694

Agency: 225
Agency Contract #: C060490PSC
Filed Date: 9/15/2008 4:29:00 PM
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$189,250
Amendment Value: \$18,500
New Total Contract Value: \$207,750

Contact(s) When Filing is in Process: Shawn Eckhart

Contact(s) When Filing is Completed: Shawn Eckhart

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 63850

Agency Contract Number: C060490PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 200674694

Legal Name KSNK Enterprise

DBA

UBI 602373741

Address 22727 SE 27th Street, Sammanish, WA USA 98075

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through the Washington Joint Analytical Center (WAJAC). The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for two additional months.

Fund Source

Filing Number	Federal	State	Other	Total
35079 - 00	\$79,000			\$79,000
35079 - 01	\$110,250			\$110,250
This Filing	\$18,500			\$18,500
Contract Total				\$207,750

Contract Dates

Filed Date	Start Date	End Date
	09/30/2008	11/30/2008

Contacts

Shawn Eckhart (360)570-3125 shawn.eckhart@wsp.wa.gov In Process

Shawn Eckhart (360)570-3125 shawn.eckhart@wsp.wa.gov Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for two additional months. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program (LETPP) funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The services assist the State Patrol, federal agencies, and local law enforcement by providing criminal intelligence analysis for law enforcement missions. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at WAJAC. This amendment is funded by dollars remaining from the state's 2007 LETPP allocation. Although the state has determined that \$1 million dollars of federal fiscal year 2008 funds are available to continue funding contracted intelligence analysts, using these

funds for this purpose requires a waiver to the U.S. Department of Homeland Security's grant guidance document. This waiver was requested in April 2008 and is still pending.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would be available beyond September 30, 2008.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through November 30, 2008. Although the state has determined that \$1 million dollars of federal fiscal year 2008 funds were available to continue funding contracted intelligence analysts, we require a waiver to the U.S. Department of Homeland Security's grant guidance document to allow that use. This waiver was requested in April 2008 and is still pending. Because this waiver request has not been granted we cannot extend this contract beyond the two months of remaining funding. Should the waiver not be granted this contract will terminate with no further extensions on November 30, 2008.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

Funding was made available for two additional months by leaving an agency employee position also funded by this grant vacant. A number of contracts providing these services statewide will cease work and/or terminate pending the waiver decision noted above, and the decision by local jurisdictions to continue providing funds for local LETPP allocation – funded contracts.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

ksnk crow amd 2.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C060490PSC (1)		Other Contract Number		A/R Number	
Contract Start Date November 11, 2005		Contract End Date September 30, 2008		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name KSNK					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Zeller		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Shawn Eckhart	

Remarks: Extends period of performance for one year. Use SIS7/WAJ7 when FFY06 funds are expended.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$76,000.00	Grants and Contracts Manager	<i>[Signature]</i> 11/14
Amendment Amount	110,250	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	186,250	Budget Manager	<i>[Signature]</i> 11/26/07
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 11/30/07

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00272	SIS6	CE					
WAJ6	001	020	00271	WAJ6	CE					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
Travel Authorized: Yes No Voluntary O/T: Yes No
Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____
300-365-522 (R 6/03)

WSP Contract No. C060490PSC
Amendment 1

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK Enterprises (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$110,250 for a revised maximum contract amount of \$186,250.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

P.S. Beckley
John R. Batiste, Chief

[Signature]
Signature

9/30/07
Date

9/26/07
Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: C060490PSC
Task Order Number: 3

Contractor: KSNK

Period of Performance for Task Order: Start Date: October 1, 2007 End Date: September 30, 2008

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$110,250.00

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

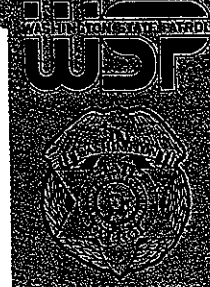
P.S. Beckley
John R. Batiste, Chief Date 9/30/07

[Signature]
Signature Date 9/26/07

Ken Crow, President
Printed Name and Title

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment to WSP Contract No. C060490PSC
DATE: October 26, 2007

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and KSNK. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JH
jh

Attachment

cc: Mr. Shawn Eckhart, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

October 26, 2007

Mr. Ken Crow
KSNK
22727 SE 27th St
Sammamish WA 98075

Dear Mr. Crow:

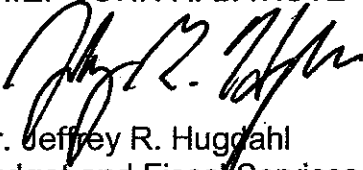
Subject: Amendment to WSP Contract No. C060490PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE



Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C060490PSC(1) Period of Performance: 10/1/07 - 9/30/08
 Contract Title: Criminal Intelligence Analyst Services
 Other Party: KSNK Enterprises

Amount: \$186,250
 Payable
 Receivable
 Other: _____

Scope of Work: Extends & Funds 1 additional year. Paid out of LETPP FFY07 funds.

Comments:
 Grants and Contract Manager: IRH 10/15

Business Office Manager: _____

BFS Administrator: RFM 10/16/07

Management Services Bureau Director: DR 10/17

Chief: DB 10-23-07

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK Enterprises (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$110,250 for a revised maximum contract amount of \$186,250.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date



Date

**WASHINGTON STATE PATROL
Task Order**

RECEIVED
SEP 27 2007
BUDGET & FISCAL
WSP

WSP Contract Number: **C060490PSC**
Task Order Number: **3**

Contractor: **KSNK**

Period of Performance for Task Order: **Start Date: October 1, 2007** **End Date: September 30, 2008**

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: **Service Cost:** WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$110,250.00

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature

Date

Ken Crow

Printed Name and Title

9/26/07

Date



WAJAC

**FAX Transmission
Cover Sheet**

FAX: 206-262-2014

To: Jeff Hugdahl

FAX: 360-664-0657

Date: 9/26/07

From: Ken Crow

Phone: 206-262-2257

Subject: Contract Amendment

Total number of pages, including this cover sheet: 3

Message:

The originals will be in the mail later today to you at PO Box 42602, Olympia.

If you need anything else, please let me know.

***** WARNING: The contents of this transmission is CONFIDENTIAL, and is intended for the intended recipient only. If you have received this in error, please destroy the contents of this transmission, and notify the sender immediately.**

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060490PSC**
Task Order Number: **3**

Contractor: **KSNK**

Period of Performance for Task Order: October 1, September 30,
Start Date: 2007 End Date: 2008

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$110,250.00

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name and Title

WSP Contract No. C060490PSC
Amendment 1

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK Enterprises (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$110,250 for a revised maximum contract amount of \$186,250.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

9/26/07

Date

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 25, 2007 2:35 PM
To: 'ken crow'
Cc: Zeller, Kevin (WSP)
Subject: RE: contract
Attachments: crow 1006 amd 1.doc; crow 1006 task order 3.doc

Mr. Crow –

At this time the project manager and the Investigative Assistance Division commander have reviewed the funds available for these contracts and have determined that no funding is available for any rate increases.

Attached is an amendment and task order to your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment and task order are acceptable, please have an authorized individual for your company sign and date these documents, fax the documents to my attention at (360) 664-0657, and send the documents with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the both documents via fax no later than Sunday, September 30, 2007 at 4:00 p.m. local time. Once I receive these documents with your firm's original signature through the postal mail I will send one fully executed original of these documents to you for your records.

Please let me know if you have any questions.

From: ken crow [mailto:kcrow.wajac@yahoo.com]
Sent: Monday, September 24, 2007 10:22 AM
To: Hugdahl, Jeff (WSP)
Subject: contract

As the end of my contract approaches, and you are sending out amendments, I'm wondering what procedure exists for amending the hourly rate. I have become aware of a great disparity in hourly rate, not justified by qualifications or responsibility. And, regardless, I would think that WSP would expect and plan for some rate increase as contracts are extended. Please let me know if this is the case, and how I should go about re-negotiating my hourly rate. I look forward to hearing back. Thanks!

Ken W. Crow
KSNK Enterprises

Pinpoint customers who are looking for what you sell.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK Enterprises (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$110,250 for a revised maximum contract amount of \$186,250.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060490PSC**
Task Order Number: **3**

Contractor: **KSNK**

Period of Performance for Task Order: October 1, September 30,
Start Date: 2007 End Date: 2008

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$110,250.00

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

Printed Name and Title

PSCD OFFICE OF FINANCIAL MANAGEMENT Personal Service Contracts Database

>Logout

Home Filing Reporting Queues Admin Search Contact Us Links Help

2 records found.



Filed Contract Search Results

Filed Contract Search Criteria:

Get all filed contracts by Agency Contract Number: C060490PSC

Click on a contract filing number below to see additional details. Amend 'A' identifies amendments.

File #	File Date	Agency	Legal Name	TIN	Agency Contract #	Amend	Value	Serv Desc	OFM Dcsn
35079-01	9/27/2007	WSP	KSNK Enterprise	200674694	C060490PSC	A	\$110,250	CE	
35079-000	9/23/2005	WSP	KSNK Enterprise	200674694	C060490PSC		\$79,000	CE	

Legend

- Approved
- Reviewed



Acknowledged



Disapproved



Returned



Office of
Financial Management
State of Washington

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, September 27, 2007 12:04 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/27/2007 12:04:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 58715

Contractor Legal Name: KSNK Enterprise
Contractor TIN: 200674694

Agency: 225
Agency Contract #: C060490PSC
Filed Date: 9/27/2007 12:04:00 PM
Start Date: 10/1/2007
Filed By: Jeff Hugdahl

Contract Value To Date: \$79,000
Amendment Value: \$110,250
New Total Contract Value: \$189,250

Contact(s) When Filing is in Process: Shawn Eckhart

Contact(s) When Filing is Completed: Shawn Eckhart

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 58715

Agency Contract Number: C060490PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN 200674694

Legal Name KSNK Enterprise

DBA

UBI 602373741

Address 22727 SE 27th Street, Sammanish, WA USA 98075

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through regional intelligence centers co-located with local law enforcement jurisdictions; or at the Washington Joint Analytical Center. The amendment allows the contractor for provide continuous services for the next federal fiscal year.

Fund Source

Filing Number	Federal	State	Other	Total
35079 - 00	\$79,000			\$79,000
This Filing	\$110,250			\$110,250
Contract Total				\$189,250

Contract Dates

Filed Date	Start Date	End Date
	10/01/2007	09/30/2008

Contacts

Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	In Process
Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification**Reason for Late Filing:**

The agency only recently learned that it would receive additional federal funding for these services; the agency has yet to receive the funding agreement from the Military Department but is proceeding in anticipation of the agreement.

Action taken to prevent future Late Filings:

The agency will continue to work with the Military Department in order to secure funding earlier in order to facilitate the filing process.

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional year. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services. Additionally, the agency has conducted seven procurements for these services over the past 2.5 years, and is finding it increasingly difficult to identify qualified contractors to provide these services. The agency is currently in the process of conducting another procurement to provide these services to local jurisdictions where services are not currently being provided.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond September 30, 2007.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through September 30, 2007 when the agency received an extension of funding from the Military Department. The agency's intent is to continue to conduct procurements for the services as contractors terminate services at different locations throughout the state. The agency has almost continuously been conducting procurements for these services since in inception of the project in 2005.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

This contract has been funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program (LETPP) federal fiscal year 2004 funds provided to WSP through the Washington State Military Department. The agency was recently notified that it would receive federal fiscal year 2007 funds from this grant program.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

crow 1006 amd 1.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 25, 2007 2:35 PM
To: 'ken crow'
Cc: Zeller, Kevin (WSP)
Subject: RE: contract
Attachments: crow 1006 amd 1.doc; crow 1006 task order 3.doc

Mr. Crow –

At this time the project manager and the Investigative Assistance Division commander have reviewed the funds available for these contracts and have determined that no funding is available for any rate increases.

Attached is an amendment and task order to your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment and task order are acceptable, please have an authorized individual for your company sign and date these documents, fax the documents to my attention at (360) 664-0657, and send the documents with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the both documents via fax no later than Sunday, September 30, 2007 at 4:00 p.m. local time. Once I receive these documents with your firm's original signature through the postal mail I will send one fully executed original of these documents to you for your records.

Please let me know if you have any questions.

From: ken crow [mailto:kcrow.wajac@yahoo.com]
Sent: Monday, September 24, 2007 10:22 AM
To: Hugdahl, Jeff (WSP)
Subject: contract

As the end of my contract approaches, and you are sending out amendments, I'm wondering what procedure exists for amending the hourly rate. I have become aware of a great disparity in hourly rate, not justified by qualifications or responsibility. And, regardless, I would think that WSP would expect and plan for some rate increase as contracts are extended. Please let me know if this is the case, and how I should go about re-negotiating my hourly rate. I look forward to hearing back. Thanks!

Ken W. Crow
KSNK Enterprises

Pinpoint customers who are looking for what you sell.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and KSNK Enterprises (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$110,250 for a revised maximum contract amount of \$186,250.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060490PSC**
Task Order Number: **3**

Contractor: **KSNK**

Period of Performance for Task Order: **Start Date: October 1, 2007 End Date: September 30, 2008**

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$110,250.00

WSP Contact Name and Telephone Number: Lieutenant Kevin Zeller, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature Date

Printed Name and Title

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number CO60490PSC(2) Other Contract Number _____ A/R Number _____

Contract Start Date DOE Contract End Date 9/30/07 AFRS End Date _____

Contract Title Intelligence Analyst Services CFDA No. _____ QFSR Yes No

Contractor Name KSNK

Contractor Contact Address _____

Contractor Contact Name _____ Contractor Contact Phone _____ Contractor EIN/SSN _____

Contractor E-Mail Address _____ Contractor Contact Fax _____ BFS Accountant Name Tanya Pierce

WSP Project Manager LT Watley WSP Section/Division/Bureau IAD BFS Budget Analyst Name Eileen Nashkeenas

Remarks: Period of performance & amount for this task order only. No funds spent under Task Order 1.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<u>[Signature]</u> 12/2/06
Amendment Amount	\$	Business Office Manager	<u>[Signature]</u>
Revised Total Amount	\$ <u>76,000</u>	Budget Manager	<u>[Signature]</u> 10/12/06
Indirect Costs	%	Accounting Manager	<u>[Signature]</u>

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
	<u>001</u>	<u>020</u>	<u>00271</u>	<u>WATG</u>	<u>CE</u>					<u>100</u>

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
Travel Authorized: Yes No Voluntary O/T: Yes No
Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____
300-365-522 (R 6/03)

WASHINGTON STATE PATROL Task Order

WSP Contract Number: **C060490PSC**
Task Order Number: **2**

Contractor: **KSNK**

Period of Performance for Task Order: Start Date: Date of Final Signature End Date: September 30, 2007

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$76,000.00

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

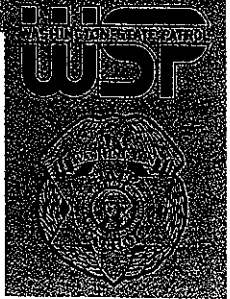
FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

for *Diane Perry* *10/9/06*
John R. Batiste, Chief Date

[Signature] *10/3/2006*
Signature Date
Ken W. Crow *President*
Printed Name and Title

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Task Order 2 to WSP Contract No. C060490PSC
DATE: October 11, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and KSNK. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- Please ensure that the WSP employee preparing payment documents for this contract has a copy of this contract to ensure the payment documents are filled out correctly.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Mary Thygesen, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

October 11, 2006

Mr. Ken Crow
KSNK
22727 SE 27th St
Sammamish WA 98075

Dear Mr. Crow:

Subject: Task Order 2 to WSP Contract No. C060490PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

This task order was executed with the understanding that no work was performed under the first task order to this contract.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Huggdahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C060490P5C(2) Period of Performance: DOE. 9/30/07
 Contract Title: Intel Analyst Services
 Other Party: KSNK

Amount: \$ 70,000
 Payable
 Receivable
 Other: _____

Scope of Work: For WATAC — reobligates
Funding not used under Task Order 1.

Comments:

Grants and Contract Manager: JRH 10/9

Business Office Manager: _____

BFS Administrator: RPM 10/9/06

Management Services Bureau Director: [Signature]

Chief: _____

**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060490PSC**
Task Order Number: **2**

Contractor: **KSNK**

Period of Performance for Task Order: Start Date: Date of Final Signature End Date: September 30, 2007

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$76,000.00

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief Date

Signature Date

Ken W. Crow *10/3/2006*

Printed Name and Title President

Attorney Investigative Services

Washington State License Number 2399

PO Box 779
Issaquah, Washington 98027

(425) 837-0229
www.ais-seattle.com

FAX Cover Sheet

Date: October 3, 2006

To: Lt. Hugdahl

FAX Number: 360 664-0657

From: Ken Crow

Subject: Task Order

Number of pages (including Cover Sheet): 2

Message: Thank you, sir, it will be a pleasure to be on board. I'm putting the original of this document in US Mail this afternoon. If you need anything else, just let me know.



**WASHINGTON STATE PATROL
Task Order**

WSP Contract Number: **C060490PSC**
Task Order Number: **2**

Contractor: **KSNK**

Period of Performance for Task Order: Start Date: Date of Final Signature End Date: September 30, 2007

Description of Service: The Contractor's Employee (Ken Crow) shall provide criminal intelligence analyst services during the time of the period of performance indicated above for this Task Order. The local worksite for the Contractor Employee during this Task Order is the Washington Joint Analytical Center (Seattle).

Fees: Service Cost: WSP shall reimburse the Contractor at the hourly rate of \$50.00.

Other Costs: WSP shall reimburse the Contractor for Contractor Employee travel costs approved in advance by WSP according to the terms of WSP Contract No. C060490PSC.

Maximum Task Order Amount: \$76,000.00

WSP Contact Name and Telephone Number: Lieutenant Keith Huntley, (360) 704-2422

Contractor Contact Name and Telephone Number: Mr. Ken Crow
(425) 391-1330

FOR THE WASHINGTON STATE PATROL:

FOR THE CONTRACTOR:

John R. Batiste, Chief

Date

Signature

Date

[Handwritten Signature] *10/3/2006*

Ken W. Crow, President
Printed Name and Title

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 10/6/05

LDS TT

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number <u>CO60490PSC(U)</u>	Other Contract Number	A/R Number
Contract Start Date (Task Order) <u>DOE 11/21/05</u>	Contract End Date (Task Order) <u>4/30/06</u>	AFRS End Date
Contract Title <u>Intelligence Analyst Succs</u>	CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No

Contractor Name KSNK Enterprises

Contractor Contact Address
22727 SE 27th St Sammamish WA 98075

Contractor Contact Name <u>Ken Crow</u>	Contractor Contact Phone <u>(425) 391-1330</u>	Contractor EIN/SSN <u>20-0674694</u>
--------------------------------------------	---------------------------------------------------	-----------------------------------------

Contractor E-Mail Address <u>Ken.wcrow@cs.com</u>	Contractor Contact Fax	BFS Accountant Name <u>TANYA</u>
------------------------------------------------------	------------------------	-------------------------------------

WSP Project Manager <u>Lt. Huntley</u>	WSP Section/Division/Bureau <u>IAD/ISB</u>	BFS Budget Analyst Name <u>EICEEXI</u>
-------------------------------------------	-----------------------------------------------	-------------------------------------------

Remarks: Task Order for assignment to WADAC-Seattle
Hourly Rate = \$50/HR + Travel

Task Order Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<u>[Signature]</u> 10/13
Amendment Amount	\$	Business Office Manager	<u>[Signature]</u> 10/17
Revised Total Amount	\$ <u>76,000 MAX</u>	Budget Manager	<u>[Signature]</u> 10/18
Indirect Costs	— %	Accounting Manager	<u>[Signature]</u>

Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
<u>WJ4</u>	<u>001</u>	<u>020</u>	<u>00271</u>	<u>WJ4</u>	<u>CE</u>					<u>100.0</u>

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
Travel Authorized: Yes No Voluntary O/T: Yes No
Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

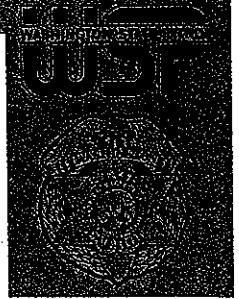
Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

300-365-522 (R 6/03)

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Task Order 1 to WSP Contract No. C060490PSC – Intelligence Analyst
DATE: November 22, 2005

MAILED
11-23-05

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and KSNK Enterprises for Ken Crow. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact Mr. Shawn Eckhart, Budget and Fiscal Services, within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
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- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact Mr. Eckhart at Micro 11, ext. 245 if you have any questions or concerns regarding this contract.

JH
JH:spe

Attachment

cc: Ms. Tanya G. Pierce, Accounts Payable Section
Ms. Mary Thygesen, Budget Section



Eckhart, Shawn (WSP)

From: Eckhart, Shawn (WSP)
Sent: Tuesday, November 22, 2005 12:07 PM
To: 'kenwcrow@cs.com'
Subject: RE: RFQQ No. C060226PSC - Apparent Successful Proposer

You agreement and task order were executed as of 11/21/2005. An original of both is being sent to you via mail.

From: Eckhart, Shawn (WSP)
Sent: Tuesday, September 20, 2005 3:04 PM
To: 'kenwcrow@cs.com'
Subject: RFQQ No. C060226PSC - Apparent Successful Proposer

Mr. Ken Crow,

Congratulations – you have been tentatively selected as an apparent successful proposer under WSP RFQQ No. C060226PSC, contingent on you passing a background check conducted by WSP.

You will be receiving a contract and work task order from WSP through postal mail within the next few days.

In addition to passing a background check, remaining under contract will require that you fulfill other RFQQ conditions, such as being licensed to do business in Washington State within 10 business days of this announcement if not already so; and formal training in i2's Analyst Notebook application and Penlink within 120 days of contract execution if not already proficient in those applications.

If you have any questions, please contact me at (360) 570-3125 or at shawn.eckhart@wsp.wa.gov

Shawn Eckhart
Washington State Patrol
Budget & Fiscal Services
(360) 570-3125

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C060490PSC	
		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 KSNK Enterprises		Contractor Doing Business As (DBA)	
Contractor Address 22727 SE 27 th Street Sammamish WA 98075		Contractor Federal Employer Identification Number (mandatory, for tax purposes) 20-0674694	
Contact Name Mr. Ken Crow		Contact Telephone (425) 391-1330	
Contact Fax		Contact E-mail Address kenwcrow@cs.com	
WSP Contact Information			
WSP Project Manager Name and Title Keith Huntley, Lieutenant		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 753-0315 ext 139	Fax (360) 586-8231	E-mail Address keith.huntley@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeffrey.hugdahl@wsp.wa.gov	
Contract Start Date Date of Execution	Contract End Date September 30, 2007	Maximum Contract Amount \$76,000	
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: 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 <i>John R. Batiste</i>	Date 11/21/05	Contractor Signature <i>Ken W. Crow</i>	Date 9/24/2005
Printed Name and Title John R. Batiste, Chief		Printed Name and Title Ken W. Crow, President	

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

1. General.

- a) Task Orders. Work shall be assigned by a negotiated Task Order and must be signed by both parties. Each Task Order must identify the Local Worksite to which the Contractor will be assigned and a start and end date for work at that location. Each Task Order, once accepted by WSP and the Contractor, shall be an amendment to this Agreement.
- b) As assigned by WSP and after execution of a Task Order, the Contractor shall provide criminal intelligence analyst services 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

2. Contractor Qualifications. During the period of performance of this Contract, the Contractor must be able to obtain a federal Top Secret level security clearance; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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

- 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. The Contractor 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.
- 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 his/her duties, shall control his/her temper and exercise the utmost patience and discretion, and shall not engage in argumentative discussions. In the performance of his/her 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 his or her 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 42.17 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.

5. Fees. WSP shall reimburse the Contractor at the hourly rate identified below for services provided by the Contractor under this Contract.

<u>Contractor</u>	<u>Hourly Rate</u>
Ken Crow	\$50.00

When services are required by WSP at locations other than the Local Worksite identified in the Task Order, 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 judgement 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 C060490PSC (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 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 WSP'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 Contractor for its disposition according to the terms of this Contract.

I understand that I am subject to all applicable 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

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 C060490PSC (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 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 WSP'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 Contractor for its disposition according to the terms of this Contract.

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



Signature of Contractor Employee

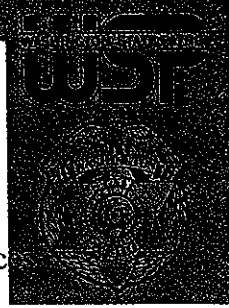
Ken Crow, President

Printed Name and Title

9-30-2005

Date

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Agreement No. C060490PSC, Criminal Intelligence Analyst Service
DATE: November 22, 2005

MAILED
11-23-05

Attached is a fully executed copy of the above-listed agreement between the Washington State Patrol and KSNK Enterprises. Task Orders are required for the other party to work under this agreement.

The agreement tracking number for Budget and Fiscal Services is C060490PSC. This number should be used on all correspondence regarding this agreement.

If you need further assistance, please contact Mr. Shawn Eckhart, Budget and Fiscal Services, at Micro 11, ext. 245. Thank you.

JRH
JH:spe
Attachment

cc: Ms. Tanya Pierce, Accounts Payable Section
Ms. Mary Thygesen, Budget Section





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

November 22, 2005

MAILED
11/23/05

Mr. Ken Crow
KSNK Enterprises
22727 SE 27th Street
Sammamish WA 98075

Dear Mr. Crow:

Subject: WSP Agreement No. C060490PSC – WSP Criminal Intelligence Analyst Services, and Task Order 1 to the same

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your organization, as well as one fully executed original of Task Order 1 to the same. Please keep these originals for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Mr. Shawn Eckhart, Budget and Fiscal Services, at (360) 570-3125.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

JH:spe
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

Contract No. C060490PSC Period of DOE - 9/30/07 New + Task Order
C060490PSC(1) Performance: T.O. - DOE - 4/30/06 Amendment
 Recurring

Contract Title: Intelligence Analyst Svcs

Other Party: KSNK Enterprises (Ken Crow)

Amount: T.O. = \$76,000 Payable
Contract = \$76,000 Receivable
 Other: _____

Scope of Work: For assignment @ WAOAC - Seattle

Comments:

Grants and Contract Manager: JTC 11/19

Business Office Manager: _____

BFS Administrator: [Signature] LEPP/WAOAC INTER ANALYST
11/18/05

Management Services Bureau Director: [Signature]

Chief: _____

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	<i>KSNK Enterprises</i>
WSP Project Manager	<i>LT Huatlec</i>
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	<i>C060490PSC</i>
BFS Contracts Specialist	<i>JEFF HOGDAHL</i>

A. PRE-CONTRACT PLANNING

1. Description of Services: *Intel analyst services*

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	<i>LETPP WAT-1P JIS -</i>
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	<i>Federal</i>
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	<i>N/A</i>
• Agency resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other public (governmental) resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>N/A</i>
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>↓</i>
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If former, provide last date of employment.	
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

If the contract is federally funded, is the Contractor a subrecipient of vendor?	
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No

B. CONTRACTOR SELECTION AND SCREENING

1. What was the process used to select this contractor?
 Competitive Sole Source

2. If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

In RFQ folder

3. If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

4. Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

Seattle Daily Journal of Commerce

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

5. Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No *N/A*

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
 If factor is not applicable, risk point = 0. Unknown, risk point = 5.
 1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	2
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	4
Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	2

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	5
Experience and past performance	5
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	1
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	1
Organizational changes (is organization stable or does it have frequent turnover?)	3
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	3
Legal actions (has there been any for the last 12 months? - if so, what?)	3
Background of individuals (do you have resumes?)	2

3. Total Risk Points

37

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

1. Were contract and contractor risks assessed prior to entering into a contract?
 Yes No

2. Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment
Page 4 of 4

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?
 Yes No
4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	X
Review of entity invoices and other documentation	X
Conduct onsite reviews or other observations (meetings, etc.)	X
Maintain other periodic contact with contractor (telephone, email, etc.)	
Other:	

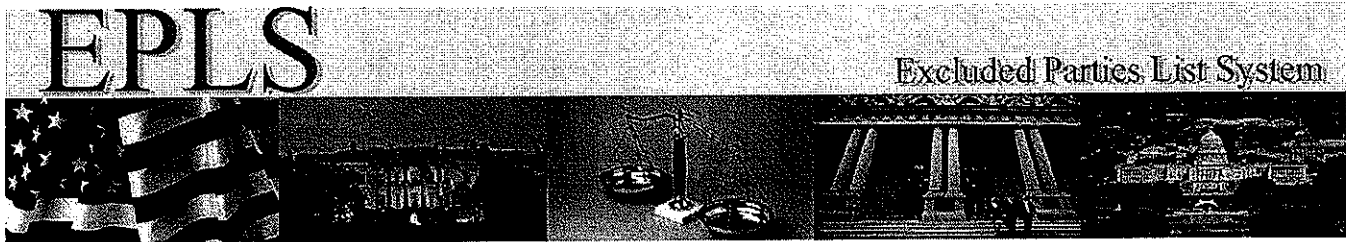
E. AUDITS (for subrecipients of federal funds) *N/A*

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	
Was a risk assessment completed to determine whether an audit was needed?	
Is corrective action necessary? Were questioned costs resolved?	
Are audit findings, if any, resolved?	

F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes: _____



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Partial Name : KSNK
 State : WASHINGTON
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

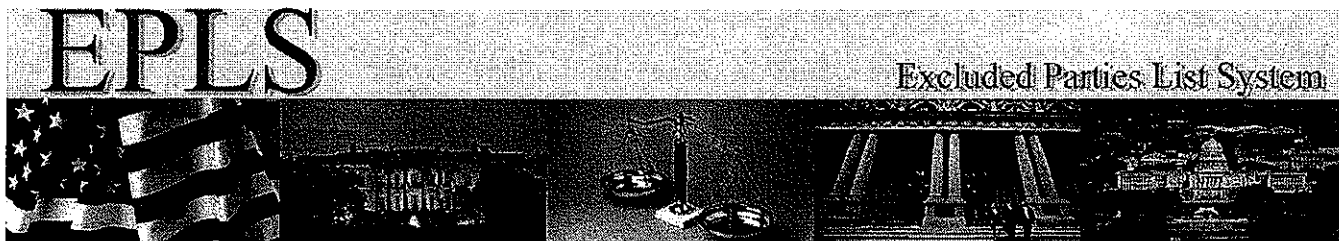
- > Advanced Reports

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
 1-866-472-3757



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Partial Name : Crow
 State : WASHINGTON
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
- > Advanced Reports

Archive Search - Past Exclusions

-
- > Advanced Archive Search
 - > Multiple Names

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
 1-866-472-3757

Eckhart, Shawn (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Tuesday, October 04, 2005 4:53 PM
To: Eckhart, Shawn (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 9/23/2005 1:16:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Jan McMullen
Filing Number: 35079-00

Contractor Legal Name: KSNK Enterprise
Contractor TIN: 200674694

Agency: 225
Agency Contract #: C060490PSC
Filed Date: 9/23/2005 1:16:00 PM
Start Date: 9/23/2005
Filed By: Shawn Eckhart

Contract Value: \$79,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts



STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

September 27, 2005

Mr. Ken Crow
KSNK Enterprises
22727 SE 27th Street
Sammamish WA 98075

MAILED

9-28-05

Dear Mr. Crow:

Subject: WSP Agreement No. C060490PSC – Criminal Intelligence Analyst Services

Enclosed is a copy of Exhibit C to the above-referenced agreement. To prevent a delay in the processing of your Agreement, please sign and date this form and return it to the following:

Mr. Shawn Eckhart
Budget and Fiscal Services
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

The Washington State Patrol contract tracking number is referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Mr. Eckhart at (360) 570-3125. Thank you.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

JRH:spe
Enclosures



Eckhart, Shawn (WSP)

From: KenWCrow@cs.com
Sent: Tuesday, September 27, 2005 7:09 PM
To: Eckhart, Shawn (WSP)
Subject: RE: RFQQ No. C060226PSC - Apparent Successful Proposer

Thank you. I'm sorry I missed it the first time!

<Shawn.Eckhart@w'm.sp.wa.gov> wrote:

>I am sending back to you Exhibit C of the Intelligence Analyst
>agreement for your signature. This is the form entitled "Contractor
>Employee Nondisclosure Agreement." Please sign and return when you receive it.
>Thanks.

>
>Shawn
>-----Original Message-----
>From: KenWCrow@cs.com [mailto:KenWCrow@cs.com]
>Sent: Thursday, September 22, 2005 11:17 AM
>To: Eckhart, Shawn (WSP)
>Subject: RE: RFQQ No. C060226PSC - Apparent Successful Proposer

>
>The EIN for KSNK Enterprises, my Washington State registered business
>entity, is 20-0674694. If you need anything more, please don't
>hesitate. I will be out of the state from next Monday (9-26) through
>Friday evening (9-30), but I will periodically be checking e-mail, or
>you can reach me at 425 503-5974 anytime. Thanks, again.

><Shawn.Eckhart@wsp.wa.gov> wrote:

>>Mr. Crow,

>>
>>In addition to your successful passing of a background check, another
>>step that I need to have accomplished before WSP will be able to route
>>your contract for signature is a successful filing with the State's
>>Office of Financial Management in their Personal Services Contract
>>Database. You do not need to do anything during that step. WSP does
>>the filing. One of the variables needed in the filing is a taxpayer
>>ID number for you - either a Federal Employer Identification Number or
>>a Social Security Number. I was unable to locate either on your
>>proposal.

>>Can you provide me with either of those numbers so that I can proceed
>>with the filing and preempt that from being the cause of a delay in
>>the processing of your agreement? Thanks.

>>
>>Shawn

>>-----Original Message-----
>>From: KenWCrow@cs.com [mailto:KenWCrow@cs.com]
>>Sent: Wednesday, September 21, 2005 3:21 PM
>>To: Eckhart, Shawn (WSP)
>>Subject: RE: RFQQ No. C060226PSC - Apparent Successful Proposer

>>
>>Thank you. I feel honored by this selection and look forward to
>>servicing.

>><Shawn.Eckhart@wsp.wa.gov> wrote:

>>>Mr. Ken Crow,

>>>
>>>
>>>Congratulations - you have been tentatively selected as an apparent

>>>successful proposer under WSP RFQQ No. C060226PSC, contingent on you
>>>passing a background check conducted by WSP.
>>>
>>>
>>>You will be receiving a contract and work task order from WSP through
>>>postal mail within the next few days.
>>>
>>>
>>>In addition to passing a background check, remaining under contract
>>will
>>>require that you fulfill other RFQQ conditions, such as being
>>>licensed to do business in Washington State within 10 business days
>>>of this announcement if not already so; and formal training in i2's
>>>Analyst Notebook application and Penlink within 120 days of contract
>>>execution if not already proficient in those applications.
>>>
>>>
>>>If you have any questions, please contact me at (360) 570-3125 or at
>>>shawn.eckhart@wsp.wa.gov
>>>
>>>
>>>Shawn Eckhart
>>>
>>>Washington State Patrol
>>>
>>>Budget & Fiscal Services
>>>
>>>(360) 570-3125
>>>
>>>
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PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 48538

Agency Contract Number: C060490PSC

Filed By: Shawn Eckhart

OFM Decision Date:

Contractor Information

TIN 200674694

Legal Name KSNK Enterprise

DBA

UBI 602373741

Address 22727 SE 27th Street, Sammanish, WA USA 98075

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at the Washington Analytical Center (WAJAC) in Seattle, Washington, and/or for regional intelligence groups (RIGs). Work accomplished under the Contract is by mutually executed task order and the first task order under this agreement is for work at WAJAC through 4-30-06.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$79,000			\$79,000
Contract Total				\$79,000

Contract Dates

Filed Date	Start Date	End Date
09/23/2005	09/23/2005	09/30/2007

Contacts

Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	In Process
Shawn Eckhart	(360)570-3125	shawn.eckhart@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

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 include the FBI, U.S. Immigration and Customs Enforcement, the Washington National Guard, the Washington State Patrol, and several local law enforcement agencies. Nine Regional Intelligence Groups (RIGs) are being created to provide criminal intelligence services in an effort to prevent terrorism. The RIGs are comprised of representatives of local and state law enforcement agencies, and serve to provide regionally-focused intelligence analysis products, as well as to serve as a conduit for information to and from the WAJAC.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees to perform the services of the proposed contract.

Competitive Solicitation Process**Advertisement Information**

Name of the newspapers the advertisement was published in: Daily Journal of Commerce

Solicitation Notification

Number of Solicited Documents: 9

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of jurisdictions that will be receiving the services.

Names of Firms Responding With Proposals.

Matthew Black, Keith Stringfellow, SAIC, Setracon, Tom Kolega, Chad Melton, Dennis Gerber, Kristin Norton

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center staff to score vendor education, training and work experience. Cost point were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. Proposed consultant team members were separated by work location availability; the highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating in the regional intelligence centers and the WAJAC where the proposed consultant team members would work. The final selection was based on the outcome of these interviews.

Reasonableness of Cost**How was it determined that costs are fair and reasonable, or within the competitive range?**

For proposed consultant team members, the average hourly rate was \$59.95 per hour. The contractor proposed \$50 per hour. \$3,000 per contractor employee has been added to the maximum contract amount for travel costs. These costs are not included in the maximum dollar amount of the contract itself, but are paid separately above that amount.

Attachments

060490.doc - 95744kb

060490(1).doc - 36352kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Eckhart, Shawn (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, September 23, 2005 1:16 PM
To: Eckhart, Shawn (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/23/2005 1:16:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 48538

Contractor Legal Name: KSNK Enterprise
Contractor TIN: 200674694

Agency: 225
Agency Contract #: C060490PSC
Filed Date: 9/23/2005 1:16:00 PM
Start Date: 9/23/2005 Filed By: Shawn Eckhart

Contract Value: \$79,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts



STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

September 21, 2005

Mr. Ken Crow
KSNK Enterprises
22727 SE 27th Street
Sammamish WA 98075

MAILED
9-23-06

Dear Mr. Crow:

Subject: WSP Agreement No. C060490PSC – WSP Criminal Intelligence
Analyst Services

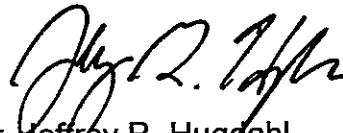
Enclosed are two originals of the referenced agreement between you and the Washington State Patrol, as well as two originals of Task Order 1 to the same. Once you have signed these originals, including Exhibit C of each, please return all originals to the following:

Mr. Shawn Eckhart
Budget and Fiscal Services
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

WSP will hold the agreements unexecuted until notification internally that your requisite background check has been passed. Once executed, you will receive one original. The Washington State Patrol contract tracking number is the contract number referenced above; please use this number on all correspondence regarding the agreement. If you need further assistance, please contact Mr. Eckhart at (360) 570-3125.

Sincerely,

CHIEF JOHN R. BATISTE


Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

JH:spe
Enclosures



Eckhart, Shawn (WSP)

From: KenWCrow@cs.com
Sent: Thursday, September 22, 2005 11:17 AM
To: Eckhart, Shawn (WSP)
Subject: RE: RFQQ No. C060226PSC - Apparent Successful Proposer

The EIN for KSNK Enterprises, my Washington State registered business entity, is 20-0674694. My SSAN is 537-42-3381. If you need anything more, please don't hesitate. I will be out of the state from next Monday (9-26) through Friday evening (9-30), but I will periodically be checking e-mail, or you can reach me at 425 503-5974 anytime. Thanks, again.

<Shawn.Eckhart@wsp.wa.gov> wrote:

>Mr. Crow,

>

>In addition to your successful passing of a background check, another
>step that I need to have accomplished before WSP will be able to route
>your contract for signature is a successful filing with the State's
>Office of Financial Management in their Personal Services Contract
>Database. You do not need to do anything during that step. WSP does
>the filing. One of the variables needed in the filing is a taxpayer ID
>number for you - either a Federal Employer Identification Number or a
>Social Security Number. I was unable to locate either on your proposal.
>Can you provide me with either of those numbers so that I can proceed
>with the filing and preempt that from being the cause of a delay in the
>processing of your agreement? Thanks.

>

>Shawn

>

>-----Original Message-----

>From: KenWCrow@cs.com [mailto:KenWCrow@cs.com]
>Sent: Wednesday, September 21, 2005 3:21 PM
>To: Eckhart, Shawn (WSP)
>Subject: RE: RFQQ No. C060226PSC - Apparent Successful Proposer

>

>Thank you. I feel honored by this selection and look forward to
>serving.

>

><Shawn.Eckhart@wsp.wa.gov> wrote:

>

>>Mr. Ken Crow,

>>

>>

>>

>>Congratulations - you have been tentatively selected as an apparent
>>successful proposer under WSP RFQQ No. C060226PSC, contingent on you
>>passing a background check conducted by WSP.

>>

>>

>>

>>You will be receiving a contract and work task order from WSP through
>>postal mail within the next few days.

>>

>>

>>

>>In addition to passing a background check, remaining under contract
>will

>>require that you fulfill other RFQQ conditions, such as being licensed
>>to do business in Washington State within 10 business days of this
>>announcement if not already so; and formal training in i2's Analyst
>>Notebook application and Penlink within 120 days of contract execution
>>if not already proficient in those applications.

>>
>>
>>
>>If you have any questions, please contact me at (360) 570-3125 or at
>>shawn.eckhart@wsp.wa.gov
>>
>>
>>
>>Shawn Eckhart
>>
>>Washington State Patrol
>>
>>Budget & Fiscal Services
>>
>>(360) 570-3125
>>
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>

Eckhart, Shawn (WSP)

From: Huntley, Keith (WSP)
Sent: Wednesday, September 21, 2005 4:00 PM
To: Eckhart, Shawn (WSP)
Subject: RE: Crow and Norton

Great. Thanks,

Keith Huntley

Lieutenant Keith Huntley
Washington State Patrol
Washington Joint Analytical Center
(360) 753-0315 x139
keith.huntley@wsp.wa.gov

From: Eckhart, Shawn (WSP)
Sent: Wednesday, September 21, 2005 3:54 PM
To: Huntley, Keith (WSP)
Subject: RE: Crow and Norton

For the max amount on the base agreement -- how about I put \$76,000 for that as well? If we have another task order beyond 4-30-06, then if needed we can also amend the max amount on the overall agreement.

From: Huntley, Keith (WSP)
Sent: Wednesday, September 21, 2005 3:42 PM
To: Eckhart, Shawn (WSP)
Subject: RE: Crow and Norton

Shawn,

The end date for the task order is 4-30-06 and the maximum amount should remain the same as the other analysts, \$76,000.

Keith Huntley

Lieutenant Keith Huntley
Washington State Patrol
Washington Joint Analytical Center
(360) 753-0315 x139
keith.huntley@wsp.wa.gov

From: Eckhart, Shawn (WSP)
Sent: Wednesday, September 21, 2005 1:47 PM
To: Huntley, Keith (WSP)
Subject: Crow and Norton
Importance: High

Keith,

9/21/2005

The RFQQ advertised the establishment of contracts through 9-30-07, so I plan to put that end date on the contract.

Work will be accomplished under Task Orders associated with the contract. The variables mentioned in the task order are 1) where the work will be; 2) start and end dates; and 3) max dollar amount.

- 1) Per your e-mail, the where for Norton and Crow is WAJAC in Seattle.
- 2) What is the when for them? Date of Execution to what end date for the TASK ORDER? 4-30-06?
- 3) What is the maximum dollar amount for the TASK ORDER? Again, this is only for the task order – the work done at WAJAC from the date of execution of the task order until the end date that you give me under 2) above.

Thanks,

Shawn

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services		WSP Contract No. C060490PSC	
		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 KSNK Enterprises		Contractor Doing Business As (DBA)	
Contractor Address 22727 SE 27 th Street Sammamish WA 98075		Contractor Federal Employer Identification Number (mandatory, for tax purposes) 20-0674694	
Contact Name Mr. Ken Crow		Contact Telephone (425) 391-1330	
Contact Fax		Contact E-mail Address kenwcrow@cs.com	
WSP Contact Information			
WSP Project Manager Name and Title Keith Huntley, Lieutenant		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 753-0315 ext 139	Fax (360) 586-8231	E-mail Address keith.huntley@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeffrey.hugdahl@wsp.wa.gov	
Contract Start Date Date of Execution	Contract End Date September 30, 2007	Maximum Contract Amount \$76,000	
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference: <ul style="list-style-type: none"> <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: 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

1. General.

- a) **Task Orders.** Work shall be assigned by a negotiated Task Order and must be signed by both parties. Each Task Order must identify the Local Worksite to which the Contractor will be assigned and a start and end date for work at that location. Each Task Order, once accepted by WSP and the Contractor, shall be an amendment to this Agreement.
- b) As assigned by WSP and after execution of a Task Order, the Contractor shall provide criminal intelligence analyst services 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

2. Contractor Qualifications. During the period of performance of this Contract, the Contractor must be able to obtain a federal Top Secret level security clearance; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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

- 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. The Contractor 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.
- 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 his/her duties, shall control his/her temper and exercise the utmost patience and discretion, and shall not engage in argumentative discussions. In the performance of his/her 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 his or her 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 42.17 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.

5. Fees. WSP shall reimburse the Contractor at the hourly rate identified below for services provided by the Contractor under this Contract.

<u>Contractor</u>	<u>Hourly Rate</u>
Ken Crow	\$50.00

When services are required by WSP at locations other than the Local Worksite identified in the Task Order, 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 judgement 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 C060490PSC (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 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 WSP'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 Contractor for its disposition according to the terms of this Contract.

I understand that I am subject to all applicable 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



WSP Contract No.

Program Information:

Category

Program:

Amendment No.

Program Contact:

Title

Other Party

Other No.

Processing Status:

Start Date End Date

Amount User ID

Amendment	<input type="text" value="0"/>
Amd Amount	<input type="text" value="\$76,000"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="5/27/2005"/>
BFS Review	<input type="text" value="6/13/2005"/>
Chief's Office	<input type="text" value="6/16/2005"/>
Transmittal Letter	<input type="text" value="5/27/2005"/>
Mailed to Other Part	<input type="text" value="5/27/2005"/>
Received Back	<input type="text" value="6/2/2005"/>
Distributed	<input type="text" value="6/27/2005"/>

Contract Status

Contract Notes:

Amendment	<input type="text" value="1"/>
Amd Amount	<input type="text" value="\$7,300"/>
Amd Status	<input type="text" value="Completed"/>
Date document was sent to:	
Word Processing	<input type="text"/>
Attorney General	<input type="text"/>
Bureau Cdr IOC	<input type="text"/>
BFS Notification	<input type="text" value="4/12/2006"/>
BFS Review	<input type="text" value="4/19/2006"/>
Chief's Office	<input type="text" value="4/20/2006"/>
Transmittal Letter	<input type="text" value="4/12/2006"/>
Mailed to Other Part	<input type="text" value="4/12/2006"/>
Received Back	<input type="text" value="4/19/2006"/>
Distributed	<input type="text" value="4/24/2006"/>

Amendment	<input type="text" value="2"/>
Amd Amount	<input type="text" value="\$32,700"/>

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 11/18/08

LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051041PSC (6)		Other Contract Number		A/R Number	
Contract Start Date		Contract End Date December 31, 2008		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Mr. Michael R. Chamness					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Drake		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Sue Aschenbrenner	

Remarks: Extends period of performance for one month.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$330,900.00	Grants and Contracts Manager	<i>[Signature]</i> 12/12/08
Amendment Amount	\$8,300	Business Office Manager	<i>[Signature]</i> 11/18/08
Revised Total Amount	\$339,200.00	Budget Manager	<i>[Signature]</i> 11/24/08
Indirect Costs %		Accounting Manager	<i>[Signature]</i> 11/24/08

Allot: Yes No
 Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ7	001	01*	00271	WAJ7	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C051041PSC
Amendment 6

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$8,300 for a revised maximum contract amount of \$339,200.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

Paul S. Beckley
John R. Batiste, Chief

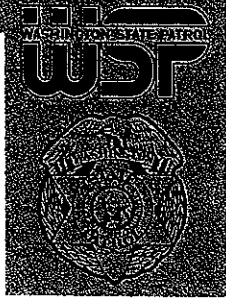
[Signature]
Signature

11/21/08
Date

31 November, 2008
Date

INTERNAL OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 6 to WSP Contract No. C051041PSC
DATE: December 3, 2008

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Mr. Michael R. Chamness. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 12, ext. 11052 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Sue Aschenbrenner, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

December 3, 2008

Mr. Michael R. Chamness
8280 NE Baker Hill Road
Bainbridge Island WA 98110

Dear Mr. Chamness:

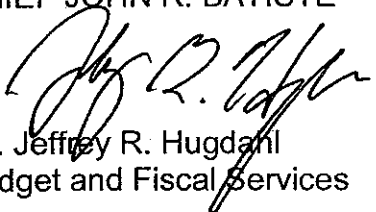
Subject: Amendment 6 to WSP Contract No. C051041PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 596-4052.

Sincerely,

CHIEF JOHN R. BATISTE



Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C051041PSC(G) Period of Performance: - 12/31/08
 Contract Title: Criminal Intel Analyst Services
 Other Party: Michael Chamness

Amount: \$339,200
 Payable
 Receivable
 Other: _____

Scope of Work: Extends for one add'l month using WAJAC FFY07 LETPP funds (WAJ7) - one of 4 analysts working at WAJAC. Won't be extended - new contracts are being procured.

Comments:
 Grants and Contract Manager: IRH 12/1

BFS Administrator: RPM 12/1

Management Services Bureau Director: RPM 12/1/08 oz

Chief/Deputy Chief: ~~DB~~ 12-2-08

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

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- b. The maximum contract amount is increased by \$8,300 for a revised maximum contract amount of \$339,200.00.
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THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

31 November, 2008

Date



WAJAC

**FAX Transmission
Cover Sheet**

FAX: 206-262-2014

DATE: 11/21/2008

**TO: Jeff Hugdahl
AGENCY: WSP Budget and Fiscal Services
360-596-4078**

FROM:

**Mike Chamness
WAJAC / FBI Field Intelligence Group
1110 3rd Ave
Seattle, WA 98110
206-262-2433**

Subject: Contract Amendment

Message:

Total number of pages, including this cover sheet:

***** WARNING: The contents of this transmission is CONFIDENTIAL, and is intended for the above recipient only. If you have received this accidentally, please destroy the contents of this transmission, and notify the sender immediately.**

WSP Contract No. C051041PSC
Amendment 6

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

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- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$8,300 for a revised maximum contract amount of \$339,200.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

[Handwritten Signature]
Signature

Date

31 November, 2008
Date

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Thursday, November 20, 2008 4:38 PM
To: 'Mike Chamness'
Subject: RE: WSP Contract No. C051041PSC
Attachments: chamness amd 6.doc

Mike, the attached amendment will fund your contract at WAJAC through December 31, 2008. If you could sign this amendment, fax it to me no later than Wednesday, November 26 and mail the original I'd appreciate it.

----- Original Message -----

From: Jeff.Hugdahl@wsp.wa.gov
To: mchamnes@leo.gov
Cc: Tim.Braniff@wsp.wa.gov
Sent: Tuesday, September 23, 2008 3:23 PM
Subject: WSP Contract No. C051041PSC

Attached is an amendment to your firm's criminal intelligence analyst contract to extend and fund the contract for two additional months.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 596-4078, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Tuesday, September 30, 2008 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of amendment to you for your records.

Please let me know if you have any questions.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through December 31, 2008.
- b. The maximum contract amount is increased by \$8,300 for a revised maximum contract amount of \$339,200.00.
- c. This amendment is effective on November 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, November 20, 2008 3:45 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 11/18/2008 4:03:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34392-06

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 11/18/2008 4:03:00 PM
Start Date: 11/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$333,900
Amendment Value: \$8,300
New Total Contract Value: \$342,200

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Tuesday, November 18, 2008 4:03 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 11/18/2008 4:03:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 64563

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 11/18/2008 4:03:00 PM
Start Date: 11/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$333,900
Amendment Value: \$8,300
New Total Contract Value: \$342,200

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 64563

Agency Contract Number: C051041PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN

Legal Name Chamness, Michael R.

DBA

UBI

Address 8280 NE Baker Hill Road, Bainbridge Island, WA USA 98110

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To provide criminal intelligence analyst services to local, state and federal law enforcement agencies through the Washington Joint Analytical Center (WAJAC). The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional month.

Fund Source

Filing Number	Federal	State	Other	Total
34392 - 00	\$79,000			\$79,000
34392 - 01	\$7,300			\$7,300
34392 - 02	\$32,700			\$32,700
34392 - 03	\$99,200			\$99,200
34392 - 04	\$99,200			\$99,200
34392 - 05	\$16,500			\$16,500
This Filing	\$8,300			\$8,300
Contract Total				\$342,200

Contract Dates

Filed Date	Start Date	End Date
------------	------------	----------

11/30/2008

12/31/2008

Contacts

Jeff Hugdahl	(360)596-4052	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)596-4052	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification**Reason for Late Filing:**

The program anticipated completing a procurement for these services in time to allow this contract to end on November 30; and new contracts providing services effective December 1. The procurement process is taking longer than originally anticipated.

Action taken to prevent future Late Filings:

The agency will plan on a longer time period for the procurement of these services in the future.

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional month. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program (LETPP) funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The services assist the State Patrol, federal agencies, and local law enforcement by providing criminal intelligence analysis for law enforcement missions. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security. WSP is contractually obligated to the federal government to provide these services. These services are critical to WSP to fulfill their mission of "enhancing the safety and security of our state" which includes sharing information with other local, state and federal law enforcement organizations. In light of the Personal Service contract freeze, this amendment was approved by executive management, the deputy chief and chief.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at WAJAC while the agency conducts a competitive procurement of these services. A new RFQQ for these services was issued on October 31, 2008; the agency is currently conducting an evaluation of proposals but will not be completed with the procurement process by the time this contract ends on November 30, 2008. Should this contractor become an apparent successful proposer under the new RFQQ they will be placed under a new contract; this current contract will not be extended after this amendment.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain:
Additional services were not included in the terms of the original contract or solicitation document. Explain:
The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would be available beyond November 30, 2008.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through December 31, 2008 while the agency conducts a competitive procurement of these services. A waiver was granted by the U.S. Department of Homeland Security for the use of \$1 million dollars of federal fiscal year 2008 funds to continue funding contracted intelligence analysts; rather than continue to extend this contract the agency is conducting a new procurement for these services and allowing all previous contracts for this service to expire.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

Funding was made available for an additional month by leaving an agency employee position also funded by this grant vacant; and by terminating the majority of contracts for these services.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

chamness amd 6.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051041PSC (5)		Other Contract Number		A/R Number	
Contract Start Date		Contract End Date November 30, 2008		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Mr. Michael R. Chamness					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Drake		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Shawn Eckhart	

Remarks: Extends period of performance for two months.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$314,400.00	Grants and Contracts Manager	<i>[Signature]</i> 9/29
Amendment Amount	16,500.00	Business Office Manager	
Revised Total Amount	\$330,900.00	Budget Manager	<i>[Signature]</i> 9/29/08
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 9/29/08

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
WAJ7	001	01*	00271	WAJ7	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue	<input type="checkbox"/> Interagency Reimbursement
	<input type="checkbox"/> Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____
300-365-522 (R 6/03)

WSP Contract No. C051041PSC
Amendment 5

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$16,500.00 for a revised maximum contract amount of \$330,900.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

P.S. Beckley
John R. Batiste, Chief

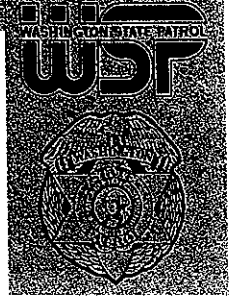
[Signature]
Signature

9.30.08
Date

SEPT 24, 2008
Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 5 to WSP Contract No. C051041PSC
DATE: October 8, 2007

Attached is a fully executed copy of the above-listed amendment between the Washington State Patrol and Mr. Michael R. Chamness. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract.

- If you feel the indicated budget code is incorrect, please contact Ms. Cindy Haider, Budget and Fiscal Services, within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact Ms. Cindy Haider at Micro 12, ext. 11071 if you have any questions or concerns regarding this contract.

for JRH:clh
Attachment

cc: Ms. Sue Aschenbrenner, Budget and Fiscal Services
Captain Tim Braniff, Investigative Services Division
Ms. Tanya Pierce, Budget and Fiscal Services



MAILED
10/8/07

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

October 6, 2008

Mr. Michael R. Chamness
8280 NE Baker Hill Rd
Bainbridge Island WA 98110

Subject: Amendment 5 to WSP Agreement No. C051041PSC

Enclosed with this letter is one fully executed amendment of the referenced agreement between you and the Washington State Patrol. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

for Cindy L Haider

Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosure

MAILED
10/6/08





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. 6051041PSC(5) Period of Performance: 10/16/05 - 11/30/08
 Contract Title: Criminal Intelligence Analyst Services
 Other Party: Michael Chalmers

Amount: \$330,900
 Payable
 Receivable
 Other:

Scope of Work: Extends contract for 2 add'l months with remaining funding from WAST (LETPP FFY07 contract w/ EMD).

Comments:

Grants and Contract Manager: JRH 9/26

Business Office Manager: _____

BFS Administrator: RJM 9/29/08

Management Services Bureau Director: DP 9/29

Chief: JB 9.30.08

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, October 01, 2008 1:24 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/15/2008 4:24:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34392-05

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 9/15/2008 4:24:00 PM
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$317,400
Amendment Value: \$16,500
New Total Contract Value: \$333,900

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts



WAJAC

**FAX Transmission
Cover Sheet**

FAX: 206-262-2014

DATE: 24 Sept. 2008

**TO: Jeff Hugdahl
AGENCY: WSP**

FROM:

**Mike Chamness
WAJAC / FBI Field Intelligence Group
1110 3rd Ave
Seattle, WA 98110
206-262-2433**

Subject: Contract Amendment

Message:

Total number of pages, including this cover sheet: 2

***** WARNING: The contents of this transmission is CONFIDENTIAL, and is intended for the above recipient only. If you have received this accidentally, please destroy the contents of this transmission, and notify the sender immediately.**

WSP Contract No. C051041PSC
Amendment 5

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Charness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$16,500.00 for a revised maximum contract amount of \$330,900.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

SEPT 24, 2008

Date

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 23, 2008 3:24 PM
To: 'mchamnes@leo.gov'
Cc: Braniff, Tim (WSP)
Subject: WSP Contract No. C051041PSC
Attachments: chamness amd 5.doc

Attached is an amendment to your firm's criminal intelligence analyst contract to extend and fund the contract for two additional months.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 596-4078, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Tuesday, September 30, 2008 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of amendment to you for your records.

Please let me know if you have any questions.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through November 30, 2008.
- b. The maximum contract amount is increased by \$16,500.00 for a revised maximum contract amount of \$330,900.00.
- c. This amendment is effective on September 30, 2008.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, October 01, 2008 1:24 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/15/2008 4:24:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34392-05

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 9/15/2008 4:24:00 PM
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$317,400
Amendment Value: \$16,500
New Total Contract Value: \$333,900

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, September 15, 2008 4:24 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/15/2008 4:24:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 63849

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 9/15/2008 4:24:00 PM
Start Date: 9/30/2008
Filed By: Jeff Hugdahl

Contract Value To Date: \$317,400
Amendment Value: \$16,500
New Total Contract Value: \$333,900

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 63849

Agency Contract Number: C051041PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Chamness, Michael R.

DBA

UBI

Address 8280 NE Baker Hill Road, Bainbridge Island, WA USA 98110

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through the Washington Joint Analytical Center (WAJAC). The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for two additional months.

Fund Source

Filing Number	Federal	State	Other	Total
34392 - 00	\$79,000			\$79,000
34392 - 01	\$7,300			\$7,300
34392 - 02	\$32,700			\$32,700
34392 - 03	\$99,200			\$99,200
34392 - 04	\$99,200			\$99,200
This Filing	\$16,500			\$16,500
Contract Total				\$333,900

Contract Dates

Filed Date	Start Date	End Date
	09/30/2008	11/30/2008

Contacts

Jeff Hugdahl	(360)596-4052	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)596-4052	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for two additional months. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program (LETPP) funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The services assist the State Patrol, federal agencies, and local law enforcement by providing criminal intelligence analysis for law enforcement missions. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most

effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at WAJAC. This amendment is funded by dollars remaining from the state's 2007 LETPP allocation. Although the state has determined that \$1 million dollars of federal fiscal year 2008 funds are available to continue funding contracted intelligence analysts, using these funds for this purpose requires a waiver to the U.S. Department of Homeland Security's grant guidance document. This waiver was requested in April 2008 and is still pending.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would be available beyond September 30, 2008.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through November 30, 2008. Although the state has determined that \$1 million dollars of federal fiscal year 2008 funds were available to continue funding contracted intelligence analysts, we require a waiver to the U.S. Department of Homeland Security's grant guidance document to allow that use. This waiver was requested in April 2008 and is still pending. Because this waiver request has not been granted we cannot extend this contract beyond the two months of remaining funding. Should the waiver not be granted this contract will terminate with no further extensions on November 30, 2008.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

Funding was made available for two additional months by leaving an agency employee position also funded by this grant vacant. A number of contracts providing these services statewide will cease work and/or terminate pending the waiver decision noted above, and the decision by local jurisdictions to continue providing funds for local LETPP allocation – funded contracts.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

chamness amd 5.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051041PSC (4)		Other Contract Number		A/R Number	
Contract Start Date June 16, 2005		Contract End Date September 30, 2008		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Mr. Michael R. Chamness					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Zeller		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Shawn Eckhart	

Remarks: Extends period of performance for one year. Use SIS/WAJ6 when FFY06 funds are expended.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$215,200.00	Grants and Contracts Manager	<i>[Signature]</i> 11/14/07
Amendment Amount	\$99,200	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$314,400	Budget Manager	<i>[Signature]</i> 11/26/07
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 11/30/07

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00272	SIS6	CE					
WAJ6	001	020	00271	WAJ6	CE					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No

Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile

Travel Authorized: Yes No Voluntary O/T: Yes No

Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No

Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No

Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$99,200 for a revised maximum contract amount of \$314,400.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

P. S. Beckley
John R. Batiste, Chief

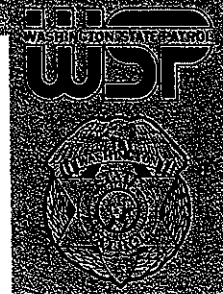
[Signature]
Signature

9/30/07
Date

22 Sep 2007
Date

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Randy Drake, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 4 to WSP Contract No. C051041PSC
DATE: October 26, 2007

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Mr. Michael R. Chamness. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Mr. Shawn Eckhart, Budget and Fiscal Services
Ms. Tanya G. Pierce, Budget and Fiscal Services



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

October 26, 2007

Mr. Michael R. Chamness
8280 NE Baker Hill Road
Bainbridge Island WA 98110

Dear Mr. Chamness:

Subject: Amendment 4 to WSP Contract No. C051041PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Huddahl
Budget and Fiscal Services

jh
Enclosure





Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C051041P3CCP Period of Performance: 10/1/07 - 9/30/08

Contract Title: Criminal Intelligence Analyst Services

Other Party: Michael Chaddness

Amount: \$ 314,400

- Payable
- Receivable
- Other: _____

Scope of Work: Extends to Funds 1 additional year. Paid out of LETPP FFY07 funds.

Comments:

Grants and Contract Manager: JRH 10/15

Business Office Manager: _____

BFS Administrator: [Signature] 10/16/07

Management Services Bureau Director: [Signature] 10/17

Chief: [Signature] 10-23-07

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$99,200 for a revised maximum contract amount of \$314,400.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

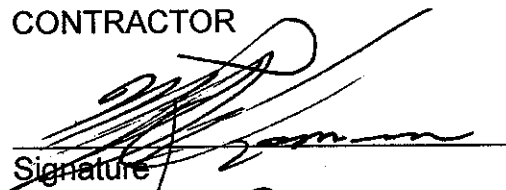
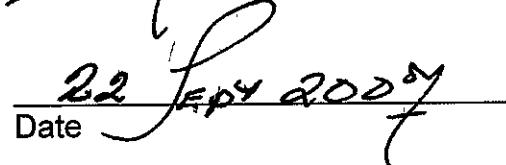
CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date



WAJAC

**FAX Transmission
Cover Sheet**

FAX: 206-262-2014

To: Jeff Hugdahl

FAX: 360-664-0657

Date: 9/24/2007

From: Mike Chamness

Phone: 206-262-2433

Subject: Contract Amendment

Total number of pages, including this cover sheet: 2

Message:

***** WARNING: The contents of this transmission is CONFIDENTIAL, and is intended for the above recipient only. If you have received this accidentally, please destroy the contents of this transmission, and notify the sender immediately.**

WSP Contract No. C051041PSC
Amendment 4

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$99,200 for a revised maximum contract amount of \$314,400.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

22 Sep 2007

Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, October 15, 2007 10:40 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/27/2007.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34392-04

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 9/27/2007
Start Date: 9/30/2007
Filed By: Jeff Hugdahl

Contract Value To Date: \$218,200
Amendment Value: \$99,200
New Total Contract Value: \$317,400

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, September 27, 2007 11:08 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/27/2007 11:08:00 AM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 58708

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 9/27/2007 11:08:00 AM
Start Date: 10/1/2007
Filed By: Jeff Hugdahl

Contract Value To Date: \$218,200
Amendment Value: \$99,200
New Total Contract Value: \$317,400

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 58708

Agency Contract Number: C051041PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Chamness, Michael R.

DBA

UBI

Address 8280 NE Baker Hill Road, Bainbridge Island, WA USA 98110

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through regional intelligence centers co-located with local law enforcement jurisdictions; or at the Washington Joint Analytical Center. The amendment allows the contractor for provide continuous services for the next federal fiscal year.

Fund Source

Filing Number	Federal	State	Other	Total
34392 - 00	\$79,000			\$79,000
34392 - 01	\$7,300			\$7,300
34392 - 02	\$32,700			\$32,700
34392 - 03	\$99,200			\$99,200
This Filing	\$99,200			\$99,200
Contract Total				\$317,400

Contract Dates

Filed Date	Start Date	End Date
	10/01/2007	09/30/2008

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification

Reason for Late Filing:

The agency only recently learned that it would receive additional federal funding for these services; the agency has yet to receive the funding agreement from the Military Department but is proceeding in anticipation of the agreement.

Action taken to prevent future Late Filings:

The agency will continue to work with the Military Department in order to secure funding earlier in order to facilitate the filing process.

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional year. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2007 Law Enforcement Terrorism Prevention Program funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to

their intelligence center over the last several months and has been integrated into the center's work processes to the point where it would take several months to procure, evaluate, conduct background investigations, and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services. Additionally, the agency has conducted seven procurements for these services over the past 2.5 years, and is finding it increasingly difficult to identify qualified contractors to provide these services. The agency is currently in the process of conducting another procurement to provide these services to local jurisdictions where services are not currently being provided.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond September 30, 2007.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through September 30, 2007 when the agency received an extension of funding from the Military Department. The agency's intent is to continue to conduct procurements for the services as contractors terminate services at different locations throughout the state. The agency has almost continuously been conducting procurements for these services since in inception of the project in 2005.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

This contract has been funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program (LETPP) federal fiscal year 2004 funds provided to WSP through the Washington State Military Department. The agency was recently notified that it would receive federal fiscal year 2007 funds from this grant program.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

chamness amd 4.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Friday, September 21, 2007 11:24 AM
To: 'mchamnes@leo.gov'
Cc: Zeller, Kevin (WSP)
Subject: Criminal intelligence analyst contract extension
Attachments: chamness amd 4.doc

Mr. Chamness –

Attached is an amendment to your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 664-0657, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Sunday, September 30, 2007 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of amendment to you for your records.

Please let me know if you have any questions.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2008.
- b. The maximum contract amount is increased by \$99,200 for a revised maximum contract amount of \$314,400.
- c. This amendment is effective on September 30, 2007.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 10/27/06

LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051041PSC (3)		Other Contract Number	A/R Number
Contract Start Date June 16, 2005		Contract End Date September 30, 2007	AFRS End Date
Contract Title Criminal Intelligence Analyst Services		CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Mr. Michael R. Chamness			
Contractor Contact Address			
Contractor Contact Name		Contractor Contact Phone	Contractor EIN/SSN
Contractor E-Mail Address		Contractor Contact Fax	BFS Accountant Name Tanya Pierce
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD	BFS Budget Analyst Name Eileen Nashleanas

Remarks: Extends period of performance for one year.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$116,000.00	Grants and Contracts Manager	<i>[Signature]</i> 10/27
Amendment Amount	\$99,200.00	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$215,200.00	Budget Manager	<i>[Signature]</i> 11/2
Indirect Costs %		Accounting Manager	<i>[Signature]</i> 11/2

Allot: Yes No
Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS6	001	020	00270	SIS6	CE					
WAJ6	001	020	00271	WAJ6	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

WSP Contract No. C051041PSC
Amendment 3

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:


- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$99,200.00 for a revised maximum contract amount of \$215,200.00.
- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

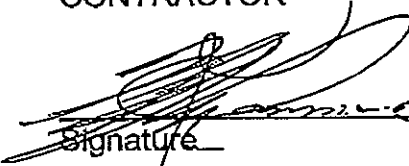
THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR



John R. Batiste, Chief



Signature

9/30/06

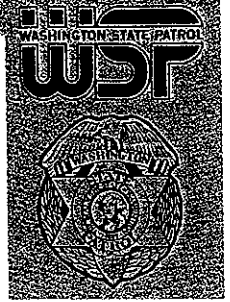
Date

25 September, 2006

Date

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 3 to WSP Contract No. C051041PSC
DATE: November 3, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Mr. Michael R. Chamness. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

November 3, 2006

Mr. Michael R. Chamness
8280 NE Baker Hill Road
Bainbridge Island WA 98110

Dear Mr. Chamness:

Subject: Amendment 3 to WSP Contract No. C051041PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "Jeffrey R. Hugdahl".

Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

jh
Enclosure



Budget and Fiscal Services
Contract Routing Face Sheet

- New
- Amendment
- Recurring

Contract No. C051041P3(C3) Period of Performance: 6/16/05 - 9/30/07
 Contract Title: Criminal Intelligence Analyst SERVICES
 Other Party: Michael Charness

Amount: \$215,200
 Payable
 Receivable
 Other:

Scope of Work: Extends for one add'l year.
Paid out of LETPP FF004 & OG grants.

Comments:

Grants and Contract Manager: TRH 10/27

Business Office Manager: _____

BFS Administrator: RFM 10/27/06

Management Services Bureau Director: [Signature]

Chief: [Signature]

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$99,200.00 for a revised maximum contract amount of \$215,200.00.
- c. This amendment is effective on September 30, 2006.

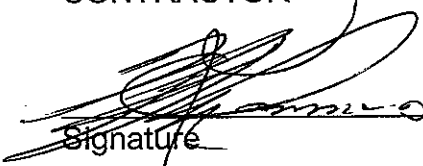
All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

25 September, 2006

Date

FD-448 (Rev. 6-2-97)



FBI FACSIMILE COVER SHEET

PRECEDENCE

- Immediate
- Priority
- Routine

CLASSIFICATION

- Top Secret
- Secret
- Confidential
- Sensitive
- Unclassified

Time Transmitted: 1055

Sender's Initials: _____

Number of pages: 2
(including cover sheet)

To: Jeff Hodgdon
Name of Office

Date: _____

Facsimile Number: 360 664-0659

Attn: _____
Name Room Telephone

From: Mrs. Chamness
Name of Office

Subject: Contract Amendment

Special Handling Instructions: _____

Originator's Name: Mrs. Chamness Telephone: 206 262-2433

Originator's Facsimile Number: _____

Approved: _____

Brief Description of Communication Faxed: _____

WARNING

Information attached to the cover sheet is U.S. Government Property. If you are not the intended recipient of this information disclosure, reproduction, distribution, or use of this information is prohibited (18 USC, § 641). Please notify the originator or local FBI Office immediately to arrange for proper disposition.

WSP Contract No. C051041PSC
Amendment 3

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$99,200.00 for a revised maximum contract amount of \$215,200.00.
- c. This amendment is effective on September 30, 2006.


All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date

25 September, 2006

Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, October 11, 2006 7:39 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 9/28/2006.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34392-03

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 9/28/2006
Start Date: 9/30/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$119,000
Amendment Value: \$99,200
New Total Contract Value: \$218,200

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Thursday, September 28, 2006 2:35 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 9/28/2006 2:35:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 53435

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 9/28/2006 2:35:00 PM
Start Date: 10/1/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$119,000
Amendment Value: \$99,200
New Total Contract Value: \$218,200

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 53435

Agency Contract Number: C051041PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Chamness, Michael R.

DBA

UBI

Address 8280 NE Baker Hill Road, Bainbridge Island, WA USA 98110

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of the contract is to provide criminal intelligence analyst services to local, state and federal law enforcement agencies through regional intelligence centers co-located with local law enforcement jurisdictions; or at the Washington Joint Analytical Center. The amendment allows the contractor for provide continuous services for the next federal fiscal year.

Fund Source

Filing Number	Federal	State	Other	Total
34392 - 00	\$79,000			\$79,000
34392 - 01	\$7,300			\$7,300
34392 - 02	\$32,700			\$32,700
This Filing	\$99,200			\$99,200
Contract Total				\$218,200

Contract Dates

Filed Date	Start Date	End Date
	10/01/2006	09/30/2007

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification**Reason for Late Filing:**

The agency only recently learned that it would receive additional federal funding for these services, and was unable to file the amendment in time.

Action taken to prevent future Late Filings:

The agency will continue to work with the Military Department in order to secure funding earlier in order to facilitate the filing process.

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The amendment allows the contractor to continue providing uninterrupted criminal intelligence analyst services to local, state and federal law enforcement organizations for one additional year. WSP is required to provide these services under its agreement with the Military Department for federal fiscal year 2006 Law Enforcement Terrorism Prevention Program funds.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work

processes to the point where it would take several months to procure, evaluate, replace and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services. Additionally, the agency has conducted four procurements for these services over the past 1.5 years, and is finding it increasingly difficult to identify qualified contractors to provide these services. The agency is currently in the process of conducting another procurement to provide these services to local jurisdictions where services are not currently being provided.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond September 30, 2006.

Explain why the services were not included in the terms of the original contract.

The contract has been amended to extend the period of performance through September 30, 2006 when the agency received an extension of funding from the Military Department. The agency's intent is to conduct a procurement for the services provided through this contract and issue a new competitively procured contract once this contract expires on September 30, 2007.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

This contract has been funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program (LETPP) federal fiscal year 2004 funds provided to WSP through the Washington State Military Department. The agency recently received federal fiscal year 2006 funds from this grant program.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

chamness amd 3 0906.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Tuesday, September 26, 2006 10:12 AM
To: 'mchamnes@leo.gov'
Cc: Huntley, Keith (WSP); Ladines, Lance (WJAC)
Subject: Criminal intelligence analyst contract extension
Attachments: chamness amd 3 0906.doc

Attached is an amendment to your firm's criminal intelligence analyst contract to extend and fund the contract for one additional year.

If this amendment is acceptable, please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 664-0657, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Friday, September 29, 2006 at 4:00 p.m. local time. Once I receive the document with your firm's original signature through the postal mail I will send one fully executed original of the amendment to you for your records.

Please let me know if you have any questions.

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2007.
- b. The maximum contract amount is increased by \$99,200.00 for a revised maximum contract amount of \$215,200.00.
- c. This amendment is effective on September 30, 2006.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 6/2/06

LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051041PSC (2)		Other Contract Number		A/R Number	
Contract Start Date June 16, 2005		Contract End Date September 30, 2006		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Mr. Michael R. Chamness					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Eileen Nashleanas	

Remarks: Extends period of performance for four months.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$83,300.00	Grants and Contracts Manager	<i>[Signature]</i> 6/2/06
Amendment Amount	\$32,700.00	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$116,000.00	Budget Manager	<i>[Signature]</i> 6/2/06
Indirect Costs	%	Accounting Manager	<i>[Signature]</i>

Allot: Yes No
 Unanticipated Receipt: Yes No

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CE					
WAJ4	001	020	00271	WAJ4	CE					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other:

WSP Contract No. C051041PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

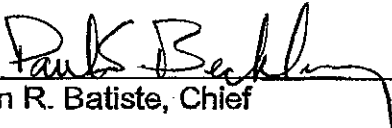
- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$32,700.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR



 John R. Batiste, Chief



 Signature

5/31/06

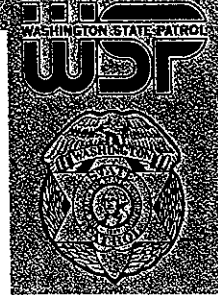
 Date

May 25, 2006

 Date

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL



TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 2 to WSP Contract No. C051041PSC
DATE: June 13, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Mr. Michael R. Chamness. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

June 13, 2006

Mr. Michael R. Chamness
8280 NE Baker Hill Road
Bainbridge Island WA 98110

Dear Mr. Chamness:

Subject: Amendment 2 to WSP Contract No. C051041PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "Jeffrey R. Huggahl".

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh
Enclosure





**Budget and Fiscal Services
Contract Routing Face Sheet**

Contract No. C051041PSC (2) Period of June 16, 2005 - September 30, 2006 Performance: 2006 New Amendment Recurring

Contract Title: Criminal Intelligence Analyst Services

Other Party: Mr. Michael R. Chamness

Amount: \$116,000.00 Payable Receivable Other: _____

Scope of Work: Extends and adds sufficient funds for 4 additional months.

Funded via LETPP FFY04 grant from the Military Department.

Comments:

Grants and Contract Manager: JRH 6/2

Business Office Manager: _____

BFS Administrator: [Signature] 6/2

Management Services Bureau Director: [Signature]

Chief: [Signature] 6-9-06

RECEIVED

NOV 2006

BUDGET FISCAL

WSP Contract No. C051041PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$32,700.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief



Signature

Date



Date

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, June 07, 2006 7:48 AM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Approved - Decision: 6/2/2006.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Approved
By: Susan Johnsen
Filing Number: 34392-02

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 6/2/2006
Start Date: 5/31/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$86,300
Amendment Value: \$32,700
New Total Contract Value: \$119,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Friday, June 02, 2006 2:34 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 6/2/2006 2:34:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 51760

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 6/2/2006 2:34:00 PM
Start Date: 5/31/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$86,300
Amendment Value: \$32,700
New Total Contract Value: \$119,000

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Approval - Amendment should be filed a minimum of 10 working days prior to the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 51760

Agency Contract Number: C051041PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN

Legal Name Chamness, Michael R.

DBA

UBI

Address 8280 NE Baker Hill Road, Bainbridge Island, WA USA 98110

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To continue providing criminal intelligence analyst services for four additional months.

Fund Source

Filing Number	Federal	State	Other	Total
34392 - 00	\$79,000			\$79,000
34392 - 01	\$7,300			\$7,300
This Filing	\$32,700			\$32,700
Contract Total				\$119,000

Contract Dates

Filed Date	Start Date	End Date
	05/31/2006	09/30/2006

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Late Filing Justification**Reason for Late Filing:**

Despite the agency's efforts to resolve funding issues with the Military Department well in advance of the filing period, the agency received notification of the funding extension during the afternoon of May 31, 2006 and was unable to file the amendment in time.

Action taken to prevent future Late Filings:

The agency will continue to work with the Military Department in order to secure funding earlier in order to facilitate the filing process.

Filing Justification**Specific Problem or Need**

Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.

The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers. This contract provides services to the Washington Joint Analytical Center (WAJAC). WAJAC 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.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Contractor's Qualifications

Provide an explanation of the contractor's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.

The contract provides a criminal intelligence analyst to WAJAC in Seattle. The contractor was selected through a two-tier process: the initial evaluation of proposed contractor employee qualifications; and the selection through an oral interview process with member agencies of the intelligence center where the contractor employee would provide services. The contractor has been providing services to their intelligence center over the last several months and has been integrated into the center's work processes to the point

where it would take several months to procure, evaluate, replace and train up any other contractor.

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

It is not efficient to conduct a competitive procurement solely for four months of contract performance. Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services. Additionally, the agency has conducted four procurements for these services over the past year, and is finding it increasingly difficult to identify qualified contractors to provide these services.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Additional services were not included in the terms of the original contract or solicitation document. Explain: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond April 30, 2006. The contract has been amended to extend the period of performance through May 31, 2006 when the agency received an extension of funding from the Military Department.

Explain why the services were not included in the terms of the original contract.

The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond April 30, 2006. The contract has been amended to extend the period of performance through May 31, 2006 when the agency received an extension of funding from the Military Department.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

This contract is funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program (federal fiscal year 2004 funds) provided to WSP through the Washington State Military Department. WSP's funding agreement with the Military Department was originally scheduled to end on April 30, 2006; the Military Department had extended the period of performance of the funding agreement through May 31, 2006. The Military Department extended the period of performance once again at the request of the agency through November 30, 2006.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

chamness amd 2 0506.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

FD-448 (Rev. 6-2-97)



FBI FACSIMILE COVER SHEET

PRECEDENCE

- Immediate
- Priority
- Routine

CLASSIFICATION

- Top Secret
- Secret
- Confidential
- Sensitive
- Unclassified

Time Transmitted: 1130
 Sender's Initials: MRC
 Number of pages: 2
 (including cover sheet)

To: WSP Budget / Fiscal SERVICES
Name of Office

Date: 5/25/2006

Facsimile Number: 360-664-0657

Attn: JEFF HUGDahl
Name Room Telephone

From: Mrs. GRANTNESS
Name of Office

Subject: Contract Amendment

Special Handling Instructions: _____

Originator's Name: _____ Telephone: _____

Originator's Facsimile Number: _____

Approved: _____

Brief Description of Communication Faxed: _____

WARNING

Information attached to the cover sheet is U.S. Government Property. If you are not the intended recipient of this information disclosure, reproduction, distribution, or use of this information is prohibited (18.U.S.C., § 641). Please notify the originator or local FBI Office immediately to arrange for proper disposition.

WSP Contract No. C051041PSC
Amendment 2

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$32,700.00.


All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

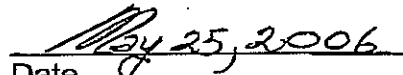
CONTRACTOR

John R. Batiste, Chief



Signature

Date



Date

Hugdahl, Jeff (WSP)

From: Hugdahl, Jeff (WSP)
Sent: Thursday, May 25, 2006 10:52 AM
To: 'mchamnes@leo.gov'
Cc: Huntley, Keith (WSP)
Subject: Criminal intelligence analyst services contract extension

We still haven't received an extension to the funds for your contract from the Military Department. In anticipation of an extension, I've attached an amendment to this e-mail that will extend your contract and provide funding through September 30, 2006.

Please have an authorized individual for your company sign and date the amendment, fax the amendment to my attention at (360) 664-0657, and send the amendment with the original signature to me at WSP Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. I must receive the amendment via fax no later than Wednesday, May 31, 2006 at 4:00 p.m. local time.

If we do not receive an extension to your contract's funds the contract will end at midnight on May 31, 2006. I will inform you of the status of this extension via e-mail no later than noon on May 31, 2006. Should the funding for your contract lapse, it is our intent to enter into a new contract for your services as soon as funding can be secured.

Please let me know if you have any questions concerning this e-mail.

5/25/2006

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through September 30, 2006.
- b. The maximum dollar amount is increased by \$32,700.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste, Chief

Signature

Date

Date

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051041PSC (1)		Other Contract Number		A/R Number	
Contract Start Date 6/16/2005		Contract End Date 5/31/06		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Mr. Michael R. Chamness					
Contractor Contact Address					
Contractor Contact Name		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager LT Huntley		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Eileen Nashleanas	

Remarks: Extends period of performance for one month.

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$76,000	Grants and Contracts Manager	<i>[Signature]</i> 4/16
Amendment Amount	\$7300	Business Office Manager	<i>[Signature]</i>
Revised Total Amount	\$83,300	Budget Manager	<i>[Signature]</i> 4/16 Allot: <input type="checkbox"/> Yes <input type="checkbox"/> No Anticipated Receipt: <input type="checkbox"/> Yes <input type="checkbox"/> No
Indirect Costs	%	Accounting Manager	<i>[Signature]</i>

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/ Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CE					
WAJ4	001	020	00271	WAJ4	GE					

Billable Contracts Only

Mileage Allowed: Yes No Mileage Only: Yes No
 Std Mileage Rate: Yes No Special Mileage Rate \$ _____ per mile
 Travel Authorized: Yes No Voluntary O/T: Yes No
 Special Rules: Yes No

Prorate Leave to Contract: Yes No AFRS Code Assigned: Yes No
 Overtime Allowed: Yes No Overtime Only (On Day Off): Yes No
 Contract Pays Only O/T Cost: Yes No Minimum Call Out Hours: _____

Primary Org Code: _____ Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant - Budget Analyst Other: _____
 300-365-522 (R 6/03)

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol (WSP) and Mr. Michael R. Chamness (Contractor) is hereby amended as follows:

- a. The period of performance is extended through May 31, 2006.
- b. The maximum dollar amount is increased by \$7,300.00.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

CONTRACTOR

John R. Batiste
John R. Batiste, Chief

Michael R. Chamness
Signature

4/20/06
Date

4/14/2006
Date

INTERNAL OFFICE COMMUNICATION

WASHINGTON STATE PATROL

TO: Lieutenant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: Amendment 1 to WSP Contract No. C051041PSC
DATE: April 21, 2006

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Mr. Michael R. Chamness. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Eileen Nashleanas, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administrative Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

April 21, 2006

Mr. Michael R. Chamness
8280 NE Baker Hill Road
Bainbridge Island WA 98110

Dear Mr. Chamness:

Subject: WSP Contract No. C051041PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Huggan
Budget and Fiscal Services

jh
Enclosure



CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administrative Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540 • www.wsp.wa.gov

April 12, 2006

Mr. Michael R. Chamness
8280 NE Baker Hill Road
Bainbridge Island WA 98110

Dear Mr. Chamness:

Subject: Amendment 1 to WSP Contract No. C051041PSC

Enclosed are two originals of the referenced amendment to the agreement between the Washington State Patrol and your firm. Once an approved representative of your firm has signed these originals, please return both originals to my attention at the following address:

Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

The Washington State Patrol agreement tracking number is referenced above; please use this number on all correspondence regarding the contract. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "Jeffrey R. Hugsahl".

Mr. Jeffrey R. Hugsahl
Budget and Fiscal Services

jh
Enclosures



Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Tuesday, April 18, 2006 2:30 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 4/12/2006.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Jan McMullen
Filing Number: 34392-01

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 4/12/2006
Start Date: 4/30/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$79,000
Amendment Value: \$7,300
New Total Contract Value: \$86,300

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, April 12, 2006 2:28 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 4/12/2006 2:28:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 51104

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 4/12/2006 2:28:00 PM
Start Date: 4/30/2006
Filed By: Jeff Hugdahl

Contract Value To Date: \$79,000
Amendment Value: \$7,300
New Total Contract Value: \$86,300

Contact(s) When Filing is in Process: Jeff Hugdahl

Contact(s) When Filing is Completed: Jeff Hugdahl

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Amendment is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 51104

Agency Contract Number: C051041PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Chamness, Michael R.

DBA

UBI

Address 8280 NE Baker Hill Road, Bainbridge Island, WA USA 98110

Amendment Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose To continue providing criminal intelligence analyst services for one additional month.

Fund Source

Filing Number	Federal	State	Other	Total
34392 - 00	\$79,000			\$79,000
This Filing	\$7,300			\$7,300
Contract Total				\$86,300

Contract Dates

Filed Date	Start Date	End Date
	04/30/2006	05/31/2006

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Contract Amendment

State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.

It is not efficient to conduct a competitive procurement solely for one month of contract performance. Amending this contract will allow uninterrupted service at the local regional intelligence group where the contractor is providing services.

Are the proposed services within the scope of the original contract?

Yes

Options for Extension

Option to extend the contract was included in the solicitation. List what optional periods: The option to extend the contract was not included in the original solicitation because the agency did not know if funding for this project would continue beyond April 30, 2006.

Explain why the services were not included in the terms of the original contract.

This contract is funded through the Department of Homeland Security's Law Enforcement Terrorism Prevention Program provided to WSP through the Washington State Military Department. WSP's funding agreement with the Military Department was scheduled to end on April 30, 2006; the Military Department has extended the period of performance of that funding agreement through May 31, 2006.

Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.

See above.

Are rates the same as that negotiated under the original contract?

Yes

Attachments

chamness amd 1.doc - 29184kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 5/27/05
 LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051041PSC		Other Contract Number		A/R Number	
Contract Start Date DOE		Contract End Date April 30, 2006		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Mr. Michael R. Chamness					
Contractor Contact Address 8280 NE Baker Hill Road, Bainbridge Island WA 98110					
Contractor Contact Name Michael R. Chamness		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address [REDACTED]		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager SGT Huntley		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Eileen Nashleanas	

Remarks: Reimbursed at an hourly rate up to the maximum contract amount; travel costs in addition to the maximum contract amount must be authorized by WSP in advance. Hourly rate: Michael Chamness \$45.00

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	<i>[Signature]</i> 5/27
Amendment Amount	\$	Business Office Manager	<i>[Signature]</i> 5/23
Revised Total Amount	\$76,000	Budget Manager	<i>[Signature]</i> 6/1/05
Indirect Costs	%	Accounting Manager	<i>[Signature]</i> 5/6/05

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CE					100
WAJ4	001	020	00271	WAJ4	CF					-

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____
Type of Receipt: <input type="checkbox"/> Revenue <input type="checkbox"/> Interagency Reimbursement <input type="checkbox"/> Recovery of Expenditure	

Distribution: Project Manager Accountant Budget Analyst Other: _____

300-365-522 (R 6/03)

WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services	WSP Contract No. C051041PSC
	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 Mr. Michael R. Chamness	Contractor Doing Business As (DBA)
Contractor Address 8280 NE Baker Hill Road Bainbridge Island WA 98110	Contractor Federal Employer Identification Number (mandatory, for tax purposes) [REDACTED]
Contact Name Mr. Michael R. Chamness	Contact Telephone 360 551-2183
Contact Fax	Contact E-mail Address mikeinkosovo@hotmail.com

WSP Contact Information

WSP Project Manager Name and Title Keith Huntley Detective Sergeant		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 753-6800	Fax (360) 586-8231	E-mail Address keith.huntley@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jhugdahl@wsp.wa.gov	

Contract Start Date Date of Execution	Contract End Date April 30, 2006	Maximum Contract Amount \$76,000
--------------------------------------------------------	---------------------------------------------------	---------------------------------------------------

ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:

- Exhibit A, Statement of Work.
- Exhibit B, General Terms and Conditions
- 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 <i>John R. Batiste</i>	Date 6/16/05	Contractor Signature <i>Michael Chamness</i>	Date 05/31/2005
Printed Name and Title John R. Batiste, Chief		Printed Name and Title Michael Chamness - Sole Proprietor	
WSP Budget and Fiscal Services: <i>WSP Budget and Fiscal Services</i>		Date 6/14/05	

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

STATEMENT OF WORK

1. **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

<u>Contractor Employee</u>	<u>Location of Work</u>
Michael Chamness	Washington Joint Analytical Center (Seattle)

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; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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.

 - 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

STATEMENT OF WORK (Continued)

Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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 hour for services provided by the Contractor Employee(s) under this Contract.

<u>Contractor Employee</u>	<u>Hourly Rate</u>
Michael Chamness	\$45.00

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

GENERAL TERMS AND CONDITIONS (Continued)

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

GENERAL TERMS AND CONDITIONS (Continued)

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.

GENERAL TERMS AND CONDITIONS (Continued)

- 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, performs, 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 produce 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.

GENERAL TERMS AND CONDITIONS (Continued)

- 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

GENERAL TERMS AND CONDITIONS (Continued)

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 **C051041PSC** (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

Michael R Chalmers, Sals Proprietor

Printed Name and Title

05/31/2005

Date

RECEIVED

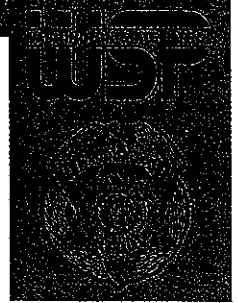
JUN 02 2005

BUDGET & FISCAL
WSP

INTER OFFICE COMMUNICATION

WASHINGTON STATE PATROL

TO: Sergeant Keith Huntley, Investigative Assistance Division
FROM: Mr. Jeffrey R. Hugdahl, Budget and Fiscal Services
SUBJECT: WSP Contract No. C051041PSC
DATE: June 27, 2005



Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and Mr. Michael R. Chamness. Funding for this contract has been encumbered under the budget code listed on the attached Budget and Fiscal Services Contract Notification Form. Please take the following steps to ensure the correct payment of this contract:

- If you feel the indicated budget code is incorrect, please contact me within fifteen days from the date of this IOC.
- The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above. Please ensure that all persons preparing payment documents for this contract reference this WSP Contract Number and use the indicated budget code on all payment documents.
- The final payment document for the contract must be marked "Final Payment" so the Accounts Payable Section can liquidate the remaining encumbrance balance for this contract.
- If the contract period of performance crosses fiscal year boundaries, please work with your assigned budget analyst to address any fiscal year end balances.

Please contact me at Micro 11, ext. 179 if you have any questions or concerns regarding this contract.

JRH
jh

Attachment

cc: Ms. Mary Thygesen, Budget Section
Ms. Tanya G. Pierce, Accounts Payable Section





STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

June 27, 2005

Mr. Michael R. Chamness
8280 NE Baker Hill Road
Bainbridge Island WA 98110

Dear Mr. Chamness:

Subject: WSP Contract No. C051041PSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your firm. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "Jeffrey R. Huggahl".

Mr. Jeffrey R. Huggahl
Budget and Fiscal Services

jh

Enclosure

cc: Sergeant Keith Huntley, Investigative Assistance Division





**Budget and Fiscal Services
Contract Routing Face Sheet**

- New
- Amendment
- Recurring

Contract No. 6051041P3C Period of Performance: DOE. 4/30/06
Contract Title: Criminal Intelligence Analyst SERVICES
Other Party: Mike Chamness

Amount: \$ 70,000 Payable
 Receivable
 Other: _____

Scope of Work: For WAJAC - Seattle

Comments:

Grants and Contract Manager: JR 5/13

Business Office Manager: _____

BFS Administrator: _____

Management Services Bureau Director: [Signature]

Chief: _____

WSP Personal Service Contract Risk Assessment

CONTRACTOR NAME	<i>Michael Chamaess</i>
WSP Project Manager	<i>LT Huatley</i>
Has the WSP Project Manager completed contract training?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WSP Contract Number	<i>2051041PSC</i>
BFS Contracts Specialist	<i>Jeff Hogdahl</i>

A. PRE-CONTRACT PLANNING

1. Description of Services: *Intel analyst services*

2. Document the following pre-contract decisions:

Decision	Comments
Funding	
Funding source (account coding) and Amount	<i>LETPP WAT-1P JIS-</i>
Has an authorized manager approved the expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of appropriation (federal, state, other)	<i>FEDERAL</i>
If the contract obligates \$25,000 or more in federal funds has the Excluded Parties List System been checked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Resources	
How have you assessed if other public resources are available for this work?	<i>N/A</i>
• Agency resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other public (governmental) resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Competitive Contracting	
Has this work been performed/is performed by WSP employees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, has the WSP Labor Attorney been contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>N/A</i>
Has the WSP Labor Attorney given approval to proceed with the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>↓</i>
Ethics	
Is contractor a current or former state employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If current, does contractor require Ethics Board approval?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• If former, provide last date of employment.	
Payments	
Have you determined the appropriate method(s) of compensation and billing?	<input type="checkbox"/> Cost Reimbursement (Budget) <input checked="" type="checkbox"/> Time and materials (Hourly) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Performance Based (valuation of deliverables)

If the contract is federally funded, is the Contractor a subrecipient or vendor?	
If a subrecipient, are audits required? If yes, evaluate coverage provided by existing and anticipated audits.	<input type="checkbox"/> Yes <input type="checkbox"/> No

B. CONTRACTOR SELECTION AND SCREENING

- What was the process used to select this contractor?
 Competitive Sole Source
- If competitive, describe the process used.
 Formal (>\$20,000) Informal (<\$20,000)

Please document where competitive documentation (proposals, proof of advertisement, etc.) will be maintained.

To RFQ Folder

- If sole source, describe why competition was not appropriate. Explain reasons for selecting contractor.

- Advertised? Yes No N/A (less than \$20,000)

If yes, where and when was the advertisement placed?

Seattle Daily Journal of Commerce

Do you have proof of advertisement (tear sheet and affidavit)? Yes No

- Does the contractor require accreditation and licensure? Yes No

If yes, have you received proof from contractor? Yes No *N/A*

C. RISK ASSESSMENT - Please respond to the following questions with regards to the risks associated with this contract. *Risk inherent in a contractor's potential performance is dynamic and should be updated periodically throughout the term of the contract.* Not required on contracts less than \$5,000.

Score on a scale of 1 - 5, with 1 representing the lowest risk.
 If factor is not applicable, risk point = 0. Unknown, risk point = 5.
 1-2 = Low Risk 3= Medium Risk 4-5 = High Risk

1. Contract Risk

Risk Factor	Risk Points
Contract monitoring is required by law or regulation (such as Single Audit Act): No = Lower Risk; Yes = Higher Risk	2
Contract dollar amount \$5,000 to <\$25,000 = Low Risk >\$25,000 to <\$100,000 = Medium Risk >\$100,000 = High Risk	4
Complexity of services	2
Payment method (how complex is it?) What method(s) did you use? What experience do you have with the method(s)? <input type="checkbox"/> Cost Reimbursement (Budget) (score 3-5) <input checked="" type="checkbox"/> Time and materials (Hourly) (score 3-5) <input type="checkbox"/> Fixed Price (score 1-3) <input type="checkbox"/> Performance Based (valuation of deliverables) (score 1-3)	4
Procurement method: <input checked="" type="checkbox"/> Competitive (score 1 to 3) <input type="checkbox"/> Sole Source (score 3 to 5)	2

2. Contractor Risk

Risk Factor	Risk Points
Size and source of funding	2
Length of time in business	5
Experience and past performance	5
Accreditation and licensure (Is contractor subject to either and if so, do you have proof?)	1
Financial health and practices (is contractor's financial condition good or poor?)	3
Board of Directors (for Non-profits only - do they take an active role in the organization?)	1
Subcontracting activities (does the contractor have an effective monitoring function to oversee subcontractors?)	1
Organizational changes (is organization stable or does it have frequent turnover?)	3
Management structure and adequacy (Is organization centralized or decentralized - how much control over decentralized functions?)	3
Legal actions (has there been any for the last 12 months? - if so, what?)	3
Background of individuals (do you have resumes?)	2

3. Total Risk Points

37

D. CONTRACT MONITORING - Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering services and the contractor's ability to deliver under the terms of the contract.

1. Were contract and contractor risks assessed prior to entering into a contract?
 Yes No
2. Does the risk assessment form the basis of the monitoring plan?
 Yes No

Personal Service Contract Risk Assessment
Page 4 of 4

3. Was the risk assessment used to determine the scope, frequency, and methods of monitoring and/or auditing to be used to ensure sufficient oversight?
 Yes No
4. What monitoring activities are in your plan?

Monitoring Activities	Comments
Review of entity periodic reports	X
Review of entity invoices and other documentation	X
Conduct onsite reviews or other observations (meetings, etc.)	X
Maintain other periodic contact with contractor (telephone, email, etc.)	
Other:	

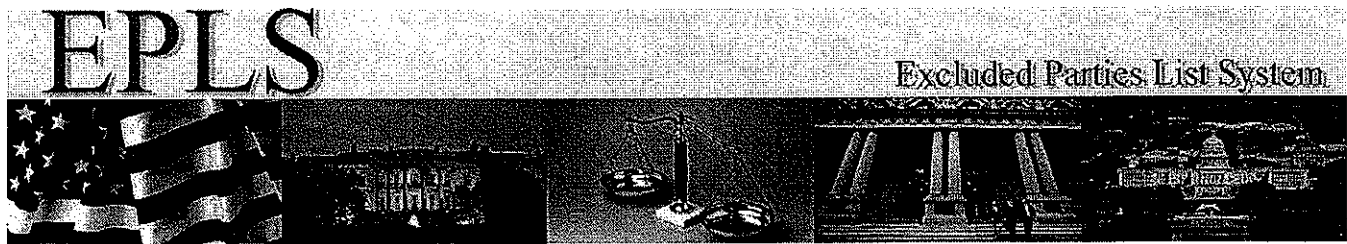
E. AUDITS (for subrecipients of federal funds) *N/A*

ISSUE	COMMENTS
Have audits been completed on this contract (for example, A133 audits)?	
What, if any, audit coverage is necessary to assure appropriate spending of state funds?	
Was a risk assessment completed to determine whether an audit was needed?	
Is corrective action necessary? Were questioned costs resolved?	
Are audit findings, if any, resolved?	

F. POST CONTRACT FOLLOW-UP PROCEDURES

ISSUE	COMMENT
Any activities need follow-up?	
All invoices have been received and paid?	
Follow-up on audit findings needed?	
Program objectives and outcomes have been evaluated/assessed?	
Are there any issues regarding contractor performance? If any, describe:	

Notes: _____



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Partial Name : chamness
State : WASHINGTON
Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Monday, June 13, 2005 2:13 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Decision: Agency 225 - Filed Date Reviewed - Decision: 6/8/2005 3:15:00 PM.

This e-mail is being sent because you were identified as the person to be contacted after a decision was made by OFM on this filing.

Decision: Reviewed
By: Jan McMullen
Filing Number: 34392-00

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 6/8/2005 3:15:00 PM
Start Date: 6/8/2005
Filed By: Jeff Hugdahl

Contract Value: \$79,000

Decision Comments:

Please retain the Filing Number listed above for any later query purposes or to assist with filing an amendment to the contract in the PSCD system. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

Hugdahl, Jeff (WSP)

From: ofm.contracting@ofm.wa.gov
Sent: Wednesday, June 08, 2005 3:15 PM
To: Hugdahl, Jeff (WSP)
Subject: PSCD: Filing Received: Agency 225 - Filed Date 6/8/2005 3:15:00 PM.

Your filing has been received by OFM. Please see the information below.

Contract Reference Number: 46530

Contractor Legal Name: Chamness, Michael R.
Contractor TIN: [REDACTED]

Agency: 225
Agency Contract #: C051041PSC
Filed Date: 6/8/2005 3:15:00 PM
Start Date: 6/8/2005 Filed By: Jeff Hugdahl

Contract Value: \$79,000

Please retain the Contract Reference Number listed above for any questions during processing and to access the filing in the PSCD system prior to OFM decision. After decision has been made use the OFM Filing Number to access data in PSCD. If you have any questions or concerns about this filing, please contact OFM at ofm.contracting@ofm.wa.gov or at 360-725-5257 or 360-725-5262.

Thank You
Office of Financial Management, WA State Personal Services Contracts

PSCD OFFICE OF FINANCIAL MANAGEMENT

Personal Service Contracts Database

Filing Summary

Review - Contract is to be filed no later than the proposed start date of services.

Agency: 225 - Washington State Patrol

Filing Number:

Reference Number: 46530

Agency Contract Number: C051041PSC

Filed By:

OFM Decision Date:

Contractor Information

TIN [REDACTED]

Legal Name Chamness, Michael R.

DBA

UBI

Address 8280 NE Baker Hill Road, Bainbridge Island, WA USA 98110

Contract Information

Procurement Competitive

Service Description CE Social Research Services

Contract Purpose The purpose of this contract is to provide criminal intelligence analyst services at joint federal, state and local law enforcement environments such as joint and regional criminal intelligence centers.

Fund Source

Filing Number	Federal	State	Other	Total
This Filing	\$79,000			\$79,000
Contract Total				\$79,000

Contract Dates

Filed Date	Start Date	End Date
	06/08/2005	04/30/2006

Contacts

Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	In Process
Jeff Hugdahl	(360)753-0602	jeff.hugdahl@wsp.wa.gov	Processed

Current State Employees

None Identified

Former State Employees

None Identified

Filing Justification

Specific Problem or Need

Identify and fully describe the specific problem, requirement or need which the contract is intended to address and which makes the services necessary.

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. Nine Regional Intelligence Centers (RICs) are being created to provide criminal intelligence services in an effort to prevent terrorism. The RICs are located regionally throughout Washington State, and are comprised of representatives of local and state law enforcement agencies. The RICs serve to provide regionally-focused intelligence analysis products, and well as a conduit for information to and from the WAJAC.

Describe how the agency determined the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated or authorized by the Washington State Legislature.

The services provided through this contract are essential for the implementation of the Washington State Homeland Security Strategic Plan as published by the Washington State Military Department for the State of Washington and approved by the Governor's Office. The contract is funded through the federal Law Enforcement Terrorism Prevention Program through the Military Department from the U.S. Department of Homeland Security.

Other Public Resources

Explain what effort has been taken to conclude that sufficient staffing or expertise is not available WITHIN YOUR AGENCY, NOT JUST WITHIN AN AGENCY DIVISION, to perform the service.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF YOUR AGENCY are not available to perform the service more efficiently or more cost effectively.

WSP is prohibited by the federal funding source from using WSP or other governmental agency employees from performing the services in the proposed contract.

Competitive Solicitation Process

Advertisement Information

Name of the newspapers the advertisement was published in: The RFQQ was published on the internet at WSP's website, announced through the Washington Association of Sheriffs and Police Chiefs to their member organizations, and advertised on the Law Enforcement Analyst Mailing List website (<http://www.leanalyst.info/>).

Solicitation Notification

Number of Solicited Documents: 90. This document was posted on the Internet.

Evaluation

Explain the basis on which the contractor was selected. Do not simply list the evaluation criteria or the scores, but rather explain your analysis of why the contractor scored well in the evaluation process or what differentiated this contractor from others.

The contractor was initially selected for an interview based on the strength of their education, training, work experience and proposed hourly rate. Final selection was based on the consensus of local jurisdictions that will be receiving the services.

Names of Firms Responding With Proposals.

Gary L. Smith (dba Northern Watch) William J. Joslin (dba Joslin Consulting) Kelly Miller Dan L. Collier (dba Collier & Associates) Ronald Knapp (dba Shadow Enterprises) Leah J. Belshay (dba Analysis Contracting Services) Crystal L. Van Meter Shawna Gibson Robert C. Orth (dba Strait Solutions) Michael R. Chamness Mike Sweeney (Matrix Public Sector Services) William J. Giannetti Robert C. Thurston Science Applications International Corporation Security and Investigations Inc. Setrecon Inc.

Describe the evaluation process (e.g., evaluation committees scored the responses, selection committee made the award decision, etc).

Proposed consultant team members were evaluated by a committee consisting of WSP Criminal Intelligence Unit and Washington Joint Analytical Center staff to score vendor education, training and work experience. Cost points were awarded based on the proposed hourly rate versus the lowest hourly rate proposed for all vendors. Proposed consultant team members were separated by work location availability; the highest scorers from the evaluation were interviewed by WSP and local jurisdictions participating the regional intelligence centers and the WAJAC where the proposed consultant team members would work. The final selection was based on the outcome of these interviews.

Reasonableness of Cost

How was it determined that costs are fair and reasonable, or within the competitive range?

For proposed consultant team members, the average hourly rate was \$48.04 per hour. The contractor proposed \$45 per hour. \$3,000 per contractor employee has been added to the maximum contract amount for travel costs. These costs are not included in the maximum dollar amount of the contract itself, but are paid separately above that amount.

Attachments

chamness0505.doc - 101376kb

RFQQ No. C050836PSC.doc - 188416kb

amendment 1 to RFQQ No C050836PSC.doc - 60928kb

Are any documents being sent that are not attached via this system?

Is the contract or amendment document attached or listed above? Yes



STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, WA 98504-2600 • (360) 753-6540

May 27, 2005

Mr. Michael R. Chamness
8280 NE Baker Hill Road
Bainbridge Island WA 98110

Dear Mr. Chamness:

Subject: WSP Contract No. C051041PSC, Criminal Intelligence Analyst Services

Enclosed are two originals of the referenced contract between the Washington State Patrol and you. Once you have signed these originals and noted your federal taxpayer identification number in the appropriate spaces, please return both originals to my attention at the following address:

Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

It appears that you are not currently registered to do business in Washington State. Please contact the Department of Licensing's Master License Service at telephone (360) 664-1400 in order to initiate the registration process. Also, please complete and sign Exhibit C, Contractor Employee Nondisclosure Agreement, and return it with the signed original contracts.

The Washington State Patrol contract tracking number is the contract number referenced above; please use this number on all correspondence regarding this contract. If you need further assistance, please contact me at (360) 753-0602.

Sincerely,

CHIEF JOHN R. BATISTE

Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

jh

Enclosures

cc: Sergeant Keith Huntley, Investigative Assistance Division



WASHINGTON STATE PATROL PERSONAL SERVICE CONTRACT Criminal Intelligence Analyst Services	WSP Contract No. C051041PSC
	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 Mr. Michael R. Chamness	Contractor Doing Business As (DBA)
Contractor Address 8280 NE Baker Hill Road Bainbridge Island WA 98110	Contractor Federal Employer Identification Number (mandatory, for tax purposes)
Contact Name Mr. Michael R. Chamness	Contact Telephone
Contact Fax	Contact E-mail Address

WSP Contact Information

WSP Project Manager Name and Title Keith Huntley Detective Sergeant		WSP Project Manager Address WSP Investigative Assistance Division PO Box 2347, Olympia WA 98507-2347	
Telephone (360) 753-6800	Fax (360) 586-8231	E-mail Address keith.huntley@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jhugdahl@wsp.wa.gov	

Contract Start Date Date of Execution	Contract End Date April 30, 2006	Maximum Contract Amount \$76,000
--------------------------------------------------------	---------------------------------------------------	---------------------------------------------------

ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:

- Exhibit A, Statement of Work.
- Exhibit B, General Terms and Conditions
- 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	
WSP Budget and Fiscal Services:		Date	

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

STATEMENT OF WORK

1. **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

<u>Contractor Employee</u>	<u>Location of Work</u>
Michael Chamness	Washington Joint Analytical Center (Seattle)

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; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.
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.
 - 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

STATEMENT OF WORK (Continue

Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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 hour for services provided by the Contractor Employee(s) under this Contract.

<u>Contractor Employee</u>	<u>Hourly Rate</u>
Michael Chamness	\$45.00

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

GENERAL TERMS AND CONDITIONS (Continued)

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 judgement 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

GENERAL TERMS AND CONDITIONS (Continued)

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.

GENERAL TERMS AND CONDITIONS (Continued)

- 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.

GENERAL TERMS AND CONDITIONS (Continued)

- 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

GENERAL TERMS AND CONDITIONS (Continued)

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 **C051041PSC** (Contract) or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 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

Washington State Patrol
Budget and Fiscal Services Contract Notification Form

Date 5/27/05
 LDS / /

Billable over \$10,000 Billable under \$10,000 Payable Other:

WSP Contract Number C051041PSC		Other Contract Number		A/R Number	
Contract Start Date DOE		Contract End Date April 30, 2006		AFRS End Date	
Contract Title Criminal Intelligence Analyst Services				CFDA No.	QFSR <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor Name Mr. Michael R. Chamness					
Contractor Contact Address 8280 NE Baker Hill Road, Bainbridge Island WA 98110					
Contractor Contact Name Michael R. Chamness		Contractor Contact Phone		Contractor EIN/SSN	
Contractor E-Mail Address		Contractor Contact Fax		BFS Accountant Name Tanya Pierce	
WSP Project Manager SGT Huntley		WSP Section/Division/Bureau IAD		BFS Budget Analyst Name Eileen Nashleanas	

Remarks: Reimbursed at an hourly rate up to the maximum contract amount; travel costs in addition to the maximum contract amount must be authorized by WSP in advance. Hourly rate: Michael Chamness \$45.00

Contract Amount		Position	Signature and Date
Previous Contract Amount	\$	Grants and Contracts Manager	
Amendment Amount	\$	Business Office Manager	
Revised Total Amount	\$76,000	Budget Manager	Allot: <input type="checkbox"/> Yes <input type="checkbox"/> No Unanticipated Receipt: <input type="checkbox"/> Yes <input type="checkbox"/> No
Indirect Costs	%	Accounting Manager	

Master Index	Fund	AI	PI	Project	Sub Object	Revenue Code			TAR Code	Percent/Amount
						Major Group	Major Source	Sub Source		
SIS4	001	020	00270	SIS4	CF					
WAJ4	001	020	00271	WAJ4	CF					

Billable Contracts Only

Mileage Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Mileage Only: <input type="checkbox"/> Yes <input type="checkbox"/> No
Std Mileage Rate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Mileage Rate \$ _____ per mile
Travel Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	Voluntary O/T: <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Rules: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prorate Leave to Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	AFRS Code Assigned: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime Only (On Day Off): <input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Pays Only O/T Cost: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minimum Call Out Hours: _____
Primary Org Code: _____	Other Org Codes: _____

Type of Receipt: Revenue Interagency Reimbursement Recovery of Expenditure

Distribution: Project Manager Accountant Budget Analyst Other: _____

300-365-522 (R 6/03)

Consultant Name: Michael Charness Number: 10
RFQQ No. C050386PSC, Criminal Intelligence Analyst Services

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 Monday, April 4, 2005.

Proposal contains:

Letter of Submittal

Certifications and Assurances (Exhibit A to the RFQQ)

The Consultant's response to Exhibit C, Questionnaire

Resume(s) for proposed Consultant Team Member(s)

Waiver and Authorization to Release Information for proposed Consultant Team Member(s) (Exhibit E)

The Consultant's Quotation (Exhibit D)

At a minimum, the proposal clearly demonstrates that any proposed Consultant Team Member:

Has a two year college degree in criminal justice, law enforcement, statistical analysis or a related field (two years experience as a criminal intelligence analyst or as a commissioned law enforcement officer may substitute for each year of college);

Has two years work experience in national security or criminal intelligence analysis, or five years work experience as a commissioned law enforcement officer

Reviewed: JR4

10

**Michael R. Chamness
8280 NE Baker Hill Road
Bainbridge Island, Washington 98110
USA**

**Proposal:
Criminal Intelligence Analyst**

RECEIVED

APR 04 2005

**BUDGET & FISCAL
WSP**

Qualifications

The attached Biography and direct responses to those questions posed in Exhibit C will support my qualifications as a Criminal Intelligence Analyst as described in the request for Qualifications/Quotations No. C050836PSC.

I am a retired Police Detective having served thirty years with the Seattle Police Department, June 1970 to July 2000. Twenty of those years were in the Investigations Bureau in the Juvenile, Gang, Special Assault and Domestic Violence Unit. I was also an Advanced Training Instructor for Sexual Assault training, Child Abuse, Interrogation and Interview and advanced First Aid issues.

I currently provide Police Security for the Washington State Ferry System at the Coleman dock. I contract through Puget Sound Executive Security. I have an Extended Authority Commission with the Seattle Police Department.

From November, 2002 thru November, 2003, I served with the United Nations, in Kosovo, as a civilian police officer. I supervised an international and local team of police investigators interdicting in human trafficking in the Peje region of Kosovo.

I have extensive investigative experience and training and have worked with local and international intelligence units. I am skilled in the management and organization of complex criminal cases.

For the purposes of this proposed consultant position I would be a sole proprietor of a business.*

* If this proposal is accepted I would immediately apply for an obtain a Washington State Business license under my name and social security # 532-48-0563

Biography

Education:

**Bachelor of Science Degree (1970)
Washington State University**

Lambda Alpha Epsilon, National Police Science Honorary

Graduate Studies: Seattle University

Professional Experience:

**Seattle Police Department: June, 1970-
July, 2000
Patrol Division 1970-1977
Criminal Investigations 1977-1992, 1995-2000
 Juvenile Section 1977-1986
 Gang Unit 1986
 Special Assault (sexual crimes and
 child abuse) 1986-1992
 Domestic Violence Unit 1995-2000**

**Mountain Bike Patrol 1992-1994
Advanced Training Unit 1994-1995**

United Nations CIVPOL 2002-2003

Professional Training

**Child Abuse & Sexual Exploitation of Children
1987
Advanced Techniques of Child Sexual Abuse
1989
Reid Technique of Interview and Interrogation
1989
Advanced Interview and Interrogation 1994
Reid Technique of Specialized Interrogation
1994
Scientific Content Analysis 1995
National Conference on Domestic Violence
1997
International Police Assessment and Training
2002**

Lectures/Training Given:

**Child Abuse, Criminal Justice Training Center
1989-2000
Sexual Assault Investigation, CJCT, 1989-2000
Interview and Interrogation, CJCT, 1994-2000**

Exhibit C (2) King, Kitsap, Pierce, Jefferson, Mason Counties, State Wide when necessary

Exhibit C (3) References:

**Bill Lennox, United Nations CIVPOL, on station, Peje, Kosovo
lennox6717@yahoo.com**

**Jim Dyment, Field Intelligence Support Team, US Coast Guard, 915 Second Ave.
Room 3562, Seattle, WA 98174-1067 Tel. 206-217-6927**

**Monty Moss, Criminal Intelligence Section/ Seattle FBI Field Intelligence Unit,
PO Box 34986, Seattle, WA 98124 Tel: 206-684-8559**

Exhibit C (4)

From August 2000 to November 2002 and from December 2003 to present I have provided Security on a part-time basis for the Washington State Ferry System as a uniformed Seattle Police Officer. The contract for this service is currently held by Puget Sound Executive Services, Inc., PO Box 77462, Seattle, WA 98177-0462. We are not under any direct supervision but respond to requests for service from dock personnel and the on duty dock Agent or supervisor.

QUESTIONNAIRE**1. Team Member Qualifications/Experience (SCORED).**

A. 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
- Work experience as a commissioned law enforcement officer
- Specialized intelligence analysis training.
- Ability to use i2's Analyst Notebook application, Penlink and 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.

2. Availability (MANDATORY) – Please list those counties within Washington State where the proposed Consultant Team Member is available for work. If the proposed Consultant Team Member is available state-wide, please state so.

3. References (SCORED) - List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom 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. References will be contacted for the top-scoring proposal(s) only.

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.

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.



Signature of Proposer

Applicant 03-31-2005
Title Date

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 team members. If the hourly rate differs from each individual, please identify the specific rate for each proposed team member.

Hourly rate for services: \$ 45.00

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. You should base your hourly rate on providing services at a maximum of forty (40) hours per work week.
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. All costs associated with training for i2's Analyst Notebook application, Penlink and Microsoft Office Suite are solely the responsibility of the Consultant.
5. 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>.

B. 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:

<i>Michael Robert Channess</i>			
Applicant Name (First, Middle, Last)			
Other names you have been know by, including prior marriage(s) or nickname(s)			
<i>3280 NE Baker Hill Rd</i>		<i>Bainbridge Isl. WA</i>	
Address		City	State
		<i>98110</i>	
		Zip Code	
[REDACTED]		<i>03-21-1948</i>	
Social Security Number		Date of Birth	
<i>[Signature]</i>		<i>03-31-2005</i>	
Applicant Signature		Date	

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Thursday, March 13, 2008 3:47 PM
To: [REDACTED]
Subject: WSP RFQQ No. C080747PSC

Mr. Castanares,
Congratulations; you have been selected as the Apparent Successful Proposer for this procurement. The Start Date for this contract will be March 24, 2008. Two original contracts and Task Order No. 1 will be mailed out to you for signature. Please sign both sets and mail both sets back to my attention at the address listed on the cover letter that will be enclosed.

Please let me know if you have any questions.
Thank-you,

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Thursday, March 13, 2008 2:59 PM
To: 'innovab@comcast.net'
Subject: WSP RFQQ No. C080747PSC

Mr. Rivers,

We appreciate the time and effort you provided in developing and submitting a response to the RFQQ, however, another proposer was named the Apparent Successful Proposer for this procurement.

If you would like a debriefing on your proposal, please contact me by e-mail no later than 4:30p.m. PST on March 18, 2008. As stated in the RFQQ.

- Discussion will be limited to a critique of the requesting Consultant's proposal.
- Comparisons between proposals or evaluations of the 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.

I can be reached via e-mail at cindy.haider@wsp.wa.gov. Please let me know if you have any questions concerning this message.

Cindy Haider
WSP RFQQ Coordinator
cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Wednesday, March 05, 2008 9:47 AM
To: Haider, Cindy (WSP)
Subject: Re: RFQQ C080747PSC

No. We are still coordinating schedules
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

----- Original Message -----
From: Haider, Cindy (WSP)
To: Drake, Randy (WSP)
Sent: Wed Mar 05 09:46:11 2008
Subject: RFQQ C080747PSC

Lt. – is there a status yet on the Region 3 interviews?

Cindy Haider

WSP Contracts

360-753-0692

Cindy.Haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Braniff, Tim (WSP)
Sent: Wednesday, February 27, 2008 3:11 PM
To: Haider, Cindy (WSP); Hugdahl, Jeff (WSP)
Cc: Drake, Randy (WSP)
Subject: Region 3 Analyst

Please move forward on the selection process and interviews for the Region 3 Analyst. At this time we will only look at selecting one applicant unless the forecast improves.

/TPB/

Captain Tim Braniff

*Washington State Patrol
Investigative Assistance Division*

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Wednesday, February 27, 2008 3:20 PM
To: Drake, Randy (WSP)
Cc: Braniff, Tim (WSP); Hugdahl, Jeff (WSP)
Subject: RE: Region 3 Analyst

Yes, and after the interviews are completed, I will need to have the questions/answers from each panel member for each candidate along with the chosen candidate's name.

Thanks,

Cindy Haider
WSP Contracts
360-753-0692
Cindy.Haider@wsp.wa.gov

-----Original Message-----

From: Drake, Randy (WSP)
Sent: Wednesday, February 27, 2008 3:18 PM
To: Braniff, Tim (WSP); Haider, Cindy (WSP); Hugdahl, Jeff (WSP)
Subject: Re: Region 3 Analyst

Cindy,

I assume all I need to do is arrange the interview.
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

----- Original Message -----

From: Braniff, Tim (WSP)
To: Haider, Cindy (WSP); Hugdahl, Jeff (WSP)
Cc: Drake, Randy (WSP)
Sent: Wed Feb 27 15:10:32 2008
Subject: Region 3 Analyst

Please move forward on the selection process and interviews for the Region 3 Analyst. At this time we will only look at selecting one applicant unless the forecast improves.

/TPB/

Captain Tim Braniff

Washington State Patrol
Investigative Assistance Division

File Edit View Insert Format Tools Actions Help

Reply Reply to All Forward [Icons]

From: Haider, Cindy (WSP) Sent: Tue 2/26/2008 3:56 PM
To: Haider, Cindy (WSP)
Cc:
Bcc: Braniff, Tim (WSP); Drake, Randy (WSP); Huggdahl, Jeff (WSP); [Redacted]@innovab@comcast.net
Subject: FW: RFQQ C080747PSC

The interview process for Region 3 is on hold until further notice.
Thank-you for your patience

Cindy Haider
RFQQ Coordinator
Cindy.Haider@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Friday, February 15, 2008 11:50 AM
To: Haider, Cindy (WSP)
Subject: RFQQ C080747PSC

Per Section 3.1.1, First Tier Evaluation, of the referenced Request for Qualifications/Quotation, the top proposers for REGION 3 are the following:

Mr. Kenneth Rivers, Mantis Consulting Service
Mr. Donald Castanares, Bastion Research

These top proposers will be contacted to schedule an interview.

Thank-you,

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Tuesday, February 26, 2008 12:14 PM
To: Drake, Randy (WSP)
Cc: Braniff, Tim (WSP); Hugdahl, Jeff (WSP)
Subject: RE: RFQQ C080747PSC

As the RFQQ coordinator I will issue an email stating that the scheduling of the interviews has been postponed until further notice.

Cindy Haider
WSP Contracts
360-753-0692
Cindy.Haider@wsp.wa.gov

-----Original Message-----
From: Drake, Randy (WSP)
Sent: Tuesday, February 26, 2008 12:08 PM
To: Haider, Cindy (WSP)
Cc: Braniff, Tim (WSP)
Subject: Re: RFQQ C080747PSC

No. We might not be able to hire them. Cpt Braniff will be making that decision today or tomorrow.
Lieutenant Randy Drake
Washington State Patrol
Intelligence Section / WAJAC

----- Original Message -----
From: Haider, Cindy (WSP)
To: Drake, Randy (WSP)
Sent: Tue Feb 26 10:59:05 2008
Subject: FW: RFQQ C080747PSC

Lt,

Have the interviews been scheduled?

Cindy Haider
WSP Contracts
360-753-0692
Cindy.Haider@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Friday, February 15, 2008 11:50 AM
To: Haider, Cindy (WSP)
Subject: RFQQ C080747PSC

Per Section 3.1.1, First Tier Evaluation, of the referenced Request for Qualifications/Quotation, the top proposers for

REGION 3 are the following:

Mr. Kenneth Rivers, Mantis Consulting Service

Mr. Donald Castanares, Bastion Research

These top proposers will be contacted to schedule an interview.

Thank-you,

Cindy Haider

RFQQ Coordinator

Cindy.haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Tuesday, February 26, 2008 11:16 AM
To: 'innovab@comcast.net'
Subject: RE: RFQQ C080747PSC

Mr. Rivers,
I was under the impression that interviews had been scheduled. I will do some checking and get right back to you.

Cindy

-----Original Message-----

From: innovab@comcast.net [mailto:innovab@comcast.net]
Sent: Tuesday, February 26, 2008 10:53 AM
To: Haider, Cindy (WSP)
Subject: Re: RFQQ C080747PSC

Hello Ms. Haider,

I was following up to see if there had been a change in the RFQQ schedule for interviews and contract starting dates if I/we are accepted for the positions. If an amendment was issued which modified the interview process or contract start date I was not informed. If this was the case could you please provide both myself and Mr. Castanares the changes and new amendment information.

Your assistance in this matter is greatly appreciated.

Thank you for your time and response.

--
Respectfully,

Kenneth Rivers
Mantis Consulting Service
"A New Way of Thinking!"
"Remove Your Current Limitations!"
360-701-0480

----- Original message -----
From: <Cindy.Haider@wsp.wa.gov>
> Per Section 3.1.1, First Tier Evaluation, of the referenced Request
> for Qualifications/Quotation, the top proposers for REGION 3 are the
> following:
>
>
>
> Mr. Kenneth Rivers, Mantis Consulting Service
>
> Mr. Donald Castanares, Bastion Research
>
>
> These top proposers will be contacted to schedule an interview.
>
>
>
> Thank-you,
>
>
>

> Cindy Haider
>
> RFQQ Coordinator
>
> Cindy.haider@wsp.wa.gov
>
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>

Haider, Cindy (WSP)

From: Braniff, Tim (WSP)
Sent: Thursday, February 21, 2008 1:10 PM
To: Hugdahl, Jeff (WSP)
Cc: Haider, Cindy (WSP); Drake, Randy (WSP); Tucker, Rhonda (WSP); Gurley, Traci (WSP)
Subject: Regional 3 Analyst

Jeff,

The WAJAC Advisory Board voted to continue with the hiring process for the two Region 3 analyst. We will continue with the current process in place and wait for results of the interviews.

Thank you, Tim

Captain Tim Braniff

*Washington State Patrol
Investigative Assistance Division*

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, February 15, 2008 11:50 AM
To: Haider, Cindy (WSP)
Subject: RFQQ C080747PSC

Per Section 3.1.1, First Tier Evaluation, of the referenced Request for Qualifications/Quotation, the top proposers for REGION 3 are the following:

Mr. Kenneth Rivers, Mantis Consulting Service
Mr. Donald Castanares, Bastion Research

These top proposers will be contacted to schedule an interview.

Thank-you,

Cindy Haider
RFQQ Coordinator
Cindy.haider@wsp.wa.gov

RFQQ C080747P5C - Message (HTML)

File Edit View Insert Format Tools Actions Help

Reply Reply to All Forward

From: Haider, Cindy (WSP) Sent: Fri 2/15/2008 11:50 AM
To: Haider, Cindy (WSP)
Cc: [REDACTED]
Bcc: Drake, Randy (WSP); Braniff, Tim (WSP); 'innovab@comcast.net'
Subject: RFQQ C080747P5C

Per Section 3.1.1, First Tier Evaluation, of the referenced Request for Qualifications/Quotation, the top proposers for REGION 3 are the following:

Mr. Kenneth Rivers, Mantis Consulting Service
Mr. Donald Castanares, Bastion Research

These top proposers will be contacted to schedule an interview.

Thank-you,

Cindy Haider
RFQQ Coordinator
Cindy.haider@wsp.wa.gov

Haider, Cindy (WSP) Mon 5/7/2007 1:41 PM 44 KB
RFQQ C080747P5C Per Section 3.1.1, First Tier Evaluation, of the referenced Request for Qualifications/Quotation, the top proposers Fri 2/15/2007 3:08 PM 22 KB

98 Items Online

Start Sent Items - Micr... RFQQ C080747P... Inside WSP Home ... CONTRACTXP - D... frmContract2 11:50 AM

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 January 31, 2008.
- The Consultant is licensed to do business in the State of Washington.
- At a minimum, the proposal clearly demonstrates that any proposed Consultant Team Member:
 - Has a two year college degree in criminal justice, law enforcement, statistical analysis or a related field (two years experience as a criminal intelligence analyst or as a commissioned law enforcement officer may substitute for each year of college);
 - Has two years work experience in national security or criminal intelligence analysis, or five years work experience as a commissioned law enforcement officer; and
 - Is proficient in the use of Microsoft Office Suite.
 - Will be trained in i2's Analyst Notebook application and Penlink no later than 120 days from contract execution
- The proposal clearly demonstrates that any proposed Consultant Team Member has two years work experience in national security or criminal intelligence analysis; or five years work experience as a commissioned law enforcement officer.
- 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.

No.	Company	TIN	UBI	POC Title	POC First	POC Last	Address	City	State	Zip	Phone	Fax	E-mail	Tm Title	Tm First	Tm Last	Responsiv	Reg 3	Reg	Reg	Rate 1	Rate 2	Rate 3	Avg	Cost	Pts (Eval 1	Eval 2	Eval 3	Quest	Quest (70 pts)	Ref (15 pt)	Total Score
1	Bastion Research		602758083	Mr.	Donald	Castanares	2112 Tina Olympia	WA	98513	(360) 459-9246			[REDACTED]	Mr.	Donald	Castanares	Yes	X			\$49.00	\$49.50	\$50.00	\$49.50	12.12	7.00	✓6.80	✓3.00	✓5.60	39.20	15.00	66.32	
2	Mantis Consulting Service		602518300	Mr.	Kenneth	Rivers	19918 13th Spanaway	WA	98387	(360) 701-0480			innovab@comcast.net	Mr.	Kenneth	Rivers	Yes	X			\$44.75	\$44.75	\$44.75	\$44.75	13.41	5.00	✓8.40	✓7.00	✓6.80	47.60	15.00	76.01	



Letter of Submittal

**Proposal for Criminal Intelligence Analyst Services for
Washington State**

Washington State Patrol Contract Number C080747PSC



Bastion Research, LLC

2112 Tina CT SE
Olympia, WA 98513

Letter of Submittal

January 11, 2008

Ms. Cindy Haider
Budget and Fiscal Services
P.O. Box 42602
Olympia, WA 98405-2602
Washington State Patrol

REFERENCE RFQQ No. C080747PSC

Dear Ms. Haider,

Enclosed for your consideration are 4 copies of the proposal submitted in order to provide contract analytical services under the Law Enforcement Terrorism Prevention Program (LETPP) grant. In accordance with the letter of submittal requirements, information regarding my business is as follows:

Business Name: Bastion Research, LLC
Business Address: 2112 Tina CT SE, Olympia, WA 98513
Name and address of Bastion Research, LLC members:
Donald H. Castanares, Member
2112 Tina CT SE, Olympia, WA, (360) 459-9246

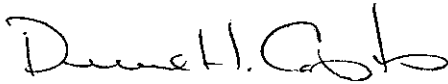
Judy L. Castanares, Member
2112 Tina CT SE, Olympia, WA, (360) 459-9246

Contact Name: Don Castanares
Contact Telephone: (360) 459-9246
E-mail: [REDACTED]
Legal Status: Limited Liability Company
Social Security Number: [REDACTED]
FEIN: 26-1543581
UBI Number: 602758083

I certify that I am authorized to enter into a contractual relationship with Washington State Patrol should my proposal be approved.

If you have any questions regarding this submission, please feel free to call me at (360) 459-9246 or e-mail me at [REDACTED]. I look forward to discussing this proposal with you in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald H. Castanares". The signature is fluid and cursive, with the first name being the most prominent.

Donald H. Castanares
Bastion Research, LLC
CEO



Certifications and Assurances

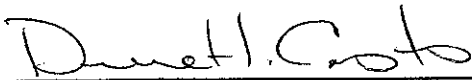
**Proposal for Criminal Intelligence Analyst Services for
Washington State**

Washington State Patrol Contract Number C080747PSC

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.



Signature of Proposer

CEO, Bastion Research, LLC
Title

January 11, 2008
Date



**The Consultant's Response to Exhibit C,
Questionnaire**

**Proposal for Criminal Intelligence Analyst Services for
Washington State**

Washington State Patrol Contract Number C080747PSC

THE CONSULTANT'S RESPONSE TO EXHIBIT C, QUESTIONNAIRE

I, Donald H. Castanares, will be the only person providing services under this potential contract. The following paragraphs outline my formal education, work experience, specialized training, and ability to use the required software applications.

Formal Education and Specialized Intelligence Training

- Basic Reserve Police Officer Academy, Snohomish Police Department, September 1984
- U.S. Army Intelligence Analyst Course, U.S. Army Intelligence School, August 1985
- Security Locks and Devices, 902nd Military Intelligence Group, June 1989
- Technical Intelligence Analyst Course, Foreign Material Intelligence Group, September 1989
- Intelligence Analyst Basic NCO Course, U.S. Army Intelligence School, May 1990
- Combating Terrorism on Military Installations, U.S. Army Ordnance Center & School, July 1991
- Mobile Sensitive Compartmented Information Course, Defense Intelligence College, December 1991
- Integrated Database Retrieval Course, Joint Intelligence Center Pacific, January 1995
- Integrated Database Maintenance Basic Course, Joint Intelligence Center Pacific, January 1995
- Integrated Database Maintenance Advanced Course, Joint Intelligence Center Pacific, October 1995
- Basic Instructor Training Course, U.S. Army Intelligence School, May 1996
- Remote Workstation Training Course, 326th Military Intelligence Battalion, August 1996
- Military Intelligence Advanced NCO Course, U.S. Army Intelligence School, December 1996
- Master Driver Course, 2nd Infantry Division, October 2000
- Hazardous Materials Handlers Instructor Course, 2nd Infantry Division, October 2000
- Antiterrorism Course, U.S. Army Forces Command, May 2002
- Operational Information Systems Security Course, October 2003
- Foundations of Intelligence Analysis Training (FIAT), January 2006
- Pen-Link Call Analysis Training Course, October 2007

Certifications

- Military Intelligence Analyst, August 1985
- Technical Intelligence Analyst, September 1989
- U.S. Army Antiterrorism Instructor, July 1992
- Sensitive Compartmented Information Facility Manager, December 1991
- U.S. Army Basic Instructor, May 1996
- U.S. Army Senior Instructor, April 1997
- U.S. Army Master Instructor, October 1997
- Master Driver, October 2000
- Hazardous Materials Handlers Instructor, October 2000
- Criminal Intelligence Analyst, January 2006

Work experience in national security and criminal intelligence analysis

1985 – 1989, Intelligence Analyst, 2nd Brigade, 25th Infantry Division (Light), Schofield Barracks, HI
1989 – 1990, S2 NCOIC, Military Intelligence Battalion (Counterintelligence)(Security), 902nd Military Intelligence Group, Fort Meade, MD
1990 – 1991, Intelligence Analyst, 101st Infantry Division (Airborne)(Assault), Deployed to SW Asia
1991 – 1993, Intelligence Operations Sergeant, Foreign Intelligence Command, Fort Meade, MD
1993 – 1994, Merchant Watch NCO, Joint Intelligence Center (Pacific), Pearl Harbor, HI
1994 – 1996, Korean Analyst, Joint Intelligence Center (Pacific), Pearl Harbor, HI

Work experience in national security and criminal intelligence analysis (continued)

- 1996 – 2000, Senior Instructor/Writer, Intelligence Analyst Course, 309th Military Intelligence Battalion, Fort Huachuca, AZ
- 2000 – 2001, Analysis and Control Element (ACE) NCOIC, 2nd Infantry Division, South Korea
- 2001 – 2003, S2 NCOIC, 4th Brigade, 91st Division (Training Support), Fort Lewis, WA
- 2003 – 2005, Security Manager, 4th Brigade, 91st Division (TS), Fort Lewis, WA
- 2005 – 2006, Criminal Intelligence Analyst, Washington Joint Analytical Center (WAJAC) Region 4, Vancouver, WA
- 2006 – 2007, Criminal Intelligence Analyst, WAJAC Region 3 and the Washington State Patrol (WSP) Organized Crime Intelligence Unit (OCIU), Olympia, WA

Ability to use i2's Analyst Notebook application, Penlink and Microsoft Office Suite software

I am fully capable of using Microsoft Office Suite applications and have taught many classes on the use of Microsoft Word and PowerPoint. I am formally trained on Pen-Link and informally trained on Analyst Notebook. I am currently using Analyst Notebook to provide analytical support to the FBI and Pen-Link to support DHS/ICE.

Availability

I am available to work in WAJAC Region 3 and for the WSP OCIU.

References

- **Alaina Corona, Intelligence Analyst, coronawine@yahoo.com, (719) 648-0577** – As an intelligence analyst for WAJAC Region 3 and the WSP OCIU, I provided analytical support to analyst Corona when she worked for WAJAC Region 9 in 2006. Multiple association matrices and pattern analysis charts were created to identify and track gang activity in Spokane and its surrounding area. The use of these charts led to several gang related arrests. Tactical support was also provided to the Secret Service when Vice President Cheney visited Spokane in 2006. Analyst Corona and I ran background checks on individuals at the request of the Secret Service prior to and during the event.
- **Chris Adamson, Detective, Pierce County Sheriff's Office, cadamso@co.pierce.wa.us, (253) 377-8430** – Analytical support, provided to the Tacoma Police Department and the Pierce County Sheriff's Office, included the identification of multiple individuals involved in various illegal activities, research, organizational analysis, and gang graffiti and white supremacist/Celtic symbols translations.
- **Dave Johnson, Captain, Aberdeen Police Department, djohnson@apdinfo.com, (360) 533-3043** – As an intelligence analyst for WAJAC Region 3 and the WSP OCIU, I created a training package for the Aberdeen Police Department in support of their port security operations. The package included anarchist protest tactics and threat assessments for upcoming anti-war protests.
- **Tacoma FBI Office (Tarna-Derby McCurtain, Special Agent, FBI, tderbymc@leo.gov, (253) 552-4045 and Gary France, Special Agent, FBI, gfrance@leo.gov, (253) 250-2615** – As an intelligence analyst for WAJAC Region 3 and the WSP OCIU, I provided analytical support to the FBI during two large projects. I identified approximately 70 previously unknown individuals, provided organizational analysis, toll analysis of several thousand phone calls, computer analysis of a seized hard drive, and created several analytical products.

IAW RCW 43.43.856, all of the information and data collected and processed by the organized crime intelligence unit shall be confidential and not subject to examination or publication pursuant to chapter 42.56 RCW.

CONFIDENTIAL

Related Information

Between July 20, 2005 and December 28, 2007, I have been a subcontractor for SETRACON working as an Intelligence Analyst in both WAJAC Regions 3 and 4 under the LETPP grant. SETRACON's contract (C051038PSC) with WSP was terminated for convenience on December 30, 2007.

I do not employ any person who has been an employee of the State of Washington during the past 24 months.

I have not been party to any contract with WSP that has been terminated for default in the last five years.

Resume for Donald H. Castanares

2112 Tina CT SE, Olympia, WA 98513 ♦ [REDACTED] ♦ [REDACTED]

Intelligence Analyst

Highly self-motivated and goal-oriented professional committed to pursuing a long-term career in the security and intelligence field. Offers a 22-year track record demonstrating strong analytical and problem-solving skills, computer proficiency, and ability to follow through with projects from inception to completion.

Qualifications Summary

- ♦ 22 Years Experience as a Military, Technical, and Criminal Intelligence Analyst
- ♦ Certified DoD Master Instructor
- ♦ Level II Certified Antiterrorism/Force Protection Instructor
- ♦ Black Belt Martial Arts Instructor
- ♦ Certified Master Driver
- ♦ Certified Information Assurance Security Officer
- ♦ Basic Reserve Officer Police Academy Trained
- ♦ Holds a DoD Top Secret SCI Security Clearance

Employment History

2005 – 2007, Criminal Intelligence Analyst, Washington Joint Analytical Center (WAJAC):

Criminal Intelligence Analyst for Regions 3, 4, and the Washington State Patrol's Organized Crime Intelligence Unit providing raw intelligence classification and analysis, daily intelligence briefings, weekly and monthly written intelligence bulletins, periodic intelligence assessments, and information dissemination to local law enforcement agencies. Provides analytical support to nine WAJAC regions and various agencies including ICE, FBI, DoD, and local law enforcement.

2003 – 2004, Security Manager, 4th Brigade, 91st Division (TS), Fort Lewis, WA: Senior security and intelligence advisor on antiterrorism/force protection, physical security, information security, operations security, and personnel security issues; provides threat assessments and security assessments; maintains multiple intelligence databases; observer/controller/trainer responsible for training reserve and national guard soldiers throughout the west coast; manages the security and intelligence effort by developing processes and reviews that ensure compliance with established government guidance and directives; develops and conducts briefings on international and domestic terrorism, subversion and espionage, and other various security and intelligence-related topics; assists in the development of the security and intelligence budget and tracks its expenditures; manages 10 subordinate security offices.

2001 – 2003, Office Manager (Security and Intelligence), 4th Brigade, 91st Division (TS), Fort Lewis, WA: Security and intelligence advisor on antiterrorism/force protection, physical security, information security, operations security, and personnel security issues; ensures personnel are properly trained by creating and providing briefings on international and domestic terrorism, subversion and espionage, and other various security and intelligence-related topics; observer/controller/trainer responsible for training reserve and national guard soldiers throughout the west coast; maintains multiple intelligence databases; manages the security and intelligence effort by developing processes and reviews that ensure compliance with established government guidance and directives.

2000 – 2001, Office Manager, Analysis and Control Element (ACE), 2nd Infantry Division, South Korea: Senior enlisted intelligence advisor responsible for the collection, analysis, and dissemination of intelligence on North Korean activities; manages the information and physical security effort; responsible

for the daily activities and administrative actions of 80 personnel, 23 vehicles, and numerous classified intelligence systems and controlled cryptographic items worth in excess of 7 million dollars.

1996 – 2000, Senior Instructor/Writer, Intelligence Analyst Course, 309th Military Intelligence Battalion, Fort Huachuca, AZ: Senior Instructor and administrator of the US Army Intelligence Analyst Course responsible for the Army-wide training of soldiers with the 96B Intelligence Analyst military occupational specialty; approves course lesson plans and associated handouts and slides; ensures curriculum reflects current intelligence processes; responsible for supply and equipment procurement, building maintenance, class scheduling, and the overall annual course budget; supervises 50 instructors training over 700 students annually.

1994 – 1996, Korean Analyst, Joint Intelligence Center (Pacific), Pearl Harbor, HI: Intelligence Analyst responsible for the collection, analysis, and dissemination of national and international information and intelligence relating to North Korean activities; works closely with all national intelligence organizations, including the CIA and NSA, writes reports and special executive-level information papers; reports, as necessary, to various outside organizations, to include Department of State and Special Congressional committees.

1993 – 1994, Merchant Watch NCO, Joint Intelligence Center (Pacific), Pearl Harbor, HI: Intelligence Analyst and Maritime Support Analyst responsible for the collection, analysis, and dissemination of classified national and international information and intelligence relating to North Korean ground force activities; works closely with all national intelligence organizations, writes reports and special executive-level information papers; reports, as necessary, to various outside organizations, to include Department of State and special congressional and Senatorial committees.

1991 – 1993, Intelligence Operations Sergeant, Foreign Intelligence Command, Fort Meade, MD: Conducts intelligence operations throughout the continental United States; assists in the management of intelligence operations worldwide; works closely with national and foreign intelligence organizations including the CIA and NSA; responsible for physical security, information security, operations security, and personnel security issues; develops and conducts briefings on international and domestic terrorism, subversion and espionage, and other various security and intelligence-related topics; manages the security and intelligence effort by developing processes and reviews that ensure compliance with established government guidance and directives; procures and maintains office automated data processing equipment.

1989 – 1991, Office Manager (security and Intelligence), Military Intelligence Battalion (CI)(S), 902nd MI Group, Fort Meade, MD: Conducts counterintelligence and counterespionage operations throughout the continental United States; security and intelligence advisor on antiterrorism/force protection, physical security, information security, operations security, and personnel security issues; works closely with all national intelligence organizations; develops and conducts briefings on international and domestic terrorism, subversion and espionage, and other various security and intelligence-related topics; maintains intelligence databases; manages the security and intelligence effort by developing processes and reviews that ensure compliance with established government guidance and directives; maintains intelligence databases; inspects subordinate offices to ensure compliance with current Army policy.

1985 – 1989, Intelligence Analyst, 25th Infantry Division (L), Schofield Barracks, HI: Intelligence Analyst responsible for security and intelligence-related activities for a 1500-person unit. Maintains the personnel, information, and physical security programs; interprets current Army policy and writes brigade standard operating procedures; processes personnel security clearances; maintains intelligence databases; inspects subordinate units to ensure compliance with current Army directives; conducts security and intelligence related training; maintains office automated data processing equipment.

Current Volunteer Positions

- ◆ Scoutmaster, Troop 62, Boy Scouts of America
- ◆ "Train-the-Trainer" Instructor, Boy Scouts of America



Consultant's Quotation

**Proposal for Criminal Intelligence Analyst Services for
Washington State**

Washington State Patrol Contract Number C080747PSC

CONSULTANT'S QUOTATION

Fees. Bastion Research, LLC requests reimbursement at the hourly rate identified below for services provided by the Contractor Employee.

Contractor Employee	SFY08 Rate	SFY09 Rate	SFY10 Rate
Donald H. Castanares	\$49.00	\$49.50	\$50.00

SFY08

Time Period: March 1, 2008 – June 30, 2008

Maximum Amount: \$33,320

Notes: Maximum amount is based on a standard 8 hour day multiplied by the 85 work days available during the contract period.

SFY09

Time Period: July 1, 2008 – June 30, 2009

Maximum Amount: \$103,356

Notes: Maximum amount is based on a standard 8 hour day multiplied by the 261 work days available during the contract period.

SFY10

Time Period: July 1, 2009 – June 30, 2010

Maximum Amount: \$104,400

Notes: Maximum amount is based on a standard 8 hour day multiplied by the 261 work days available during the contract period.

Reimbursements. When services are required by WSP at locations other than the local worksite, Bastion Research, LLC will request reimbursement for authorized lodging, subsistence and business vehicle mileage costs at current State of Washington approved reimbursement rates.

Worker's Compensation Coverage. Bastion Research, LLC 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 responsible in any way for claims filed by Bastion Research, LLC or their employees for services performed under the terms of this contract.

Business Auto Policy. As applicable, Bastion Research, LLC shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto."

IAW RFQQ No. C080747PSC, the worksite, office supplies, personal computer, and communications shall be provided by WSP to the Contractor. Any such goods and/or services shall remain the property of WSP.



Waiver and Authorization to Release Information

**Proposal for Criminal Intelligence Analyst Services for
Washington State**

Washington State Patrol Contract Number C080747PSC

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)			
Donald Henry Castanares			
Other names you have been know by, including prior marriage(s) or nickname(s)			
Don			
Address	City	State	Zip Code
2112 Tina CT SE	Olympia	WA	98513
Social Security Number		Date of Birth	
[REDACTED]		[REDACTED]	
Applicant Signature		Date	
Donald H. Castanares		11 JAN 08	

Vendor Name Mantis Consulting Service Vendor Number _____

Team Member Name Kenneth Rivers

Evaluator Name CAPTAIN MIKE PETRIE - TESO

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature 

Date 2/7/2008

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

7 = The proposed staff meets or exceeds all requirements to provide a better than average product.

5 = The proposed staff meets the requirements of the RFQQ.

3 = The proposed staff partially meets the requirements of the RFQQ.

1 = The proposed staff meets very few of the requirements of the RFQQ.

0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience (SCORED).

A. 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:

- 10 ✓ • Formal education in criminal justice, law enforcement, statistical analysis or a related field.
- 10 ✓ • Work experience in national security or criminal intelligence analysis
- 8 ✓ • Work experience as a commissioned law enforcement officer
- 8 ✓ • Specialized intelligence analysis training.
- 6 ✓ • Ability to use i2's Analyst Notebook application, Penlink and 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.

Team Member Qualifications/Experience Raw Score (1-10) 8.4

Notes:

Vendor Name Bastion Research, LLC Vendor Number _____

Team Member Name Donald Castanares

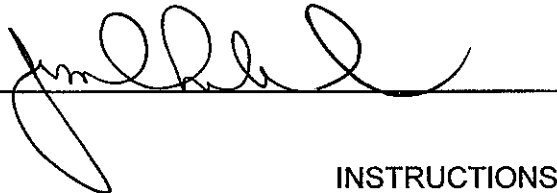
Evaluator Name Jim Chamberlain, Chief Deputy, TCSO

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature _____



Date _____

2/8/08

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 - Work experience in national security or criminal intelligence analysis
 - Work experience as a commissioned law enforcement officer
 - Specialized intelligence analysis training.
 - Ability to use i2's Analyst Notebook application, Penlink and 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.

Team Member Qualifications/Experience Raw Score (1-10) 3

Notes:

Comments: NO FORMAL EDUCATION
NO WORK EXPERIENCE AS COMMISSIONED L.E.O.



Vendor Name Mant's Consulting Service Vendor Number _____

Team Member Name Kenneth Rivers

Evaluator Name Chief Deputy Jim Chamberlain TCSO

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature Jim Chamberlain

Date 2/8/08

INSTRUCTIONS

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- ✓ • Work experience in national security or criminal intelligence analysis
- ✓ • Work experience as a commissioned law enforcement officer
- ✓ • Specialized intelligence analysis training.
- ✓ • Ability to use i2's Analyst Notebook application, Penlink and 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.

Team Member Qualifications/Experience Raw Score (1-10)

~~10~~ 7

Notes:

Meets all qualifications & Exceeds some

Vendor Name BASTION Research, LLC Vendor Number _____

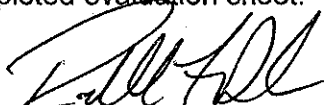
Team Member Name DONALD CASTANARS

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Date 2-11-08

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- Work experience as a commissioned law enforcement officer
- Specialized intelligence analysis training.
- Ability to use i2's Analyst Notebook application, Penlink and 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.

Team Member Qualifications/Experience Raw Score (1-10) 7

Notes:

Vendor Name Mawts Consulting Service Vendor Number _____

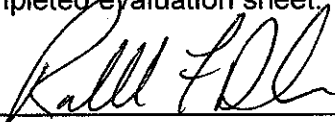
Team Member Name Kenneth Rivers

Evaluator Name Randy Drake

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

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Signature 

Date 2-11-08

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- Work experience as a commissioned law enforcement officer
- Specialized intelligence analysis training.
- Ability to use i2's Analyst Notebook application, Penlink and 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.

Team Member Qualifications/Experience Raw Score (1-10) 5

Notes:

Haider, Cindy (WSP)

From: ITD Web Support
Sent: Tuesday, January 22, 2008 3:37 PM
To: Haider, Cindy (WSP)
Subject: RE: RFQQ Posting

Cindy

The RFQQ amendment has been posted to the Vendor page and is now on-line:
<http://www.wsp.wa.gov/business/vendor.htm>

Kent Hernandez
ITD Web Support
Information Technology Division
itdwebsupport@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Tuesday, January 22, 2008 2:58 PM
To: ITD Web Support
Subject: RE: RFQQ Posting

Please post the attached amendment for RFQQ No. C080747PSC to the WSP vendor page at
<http://www.wsp.wa.gov/business/vendor.htm>.

Thank-you,

Cindy Haider
WSP Contracts
360-753-0692
Cindy.Haider@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Friday, January 04, 2008 1:50 PM
To: ITD Web Support
Cc: Hugdahl, Jeff (WSP)
Subject: FW: RFQQ Posting

Would you please post this on the WSP vendor page at <http://www.wsp.wa.gov/business/vendor.htm>.

The project schedule is:

Issue Request for Proposals	January 7, 2008
Consultant Questions Due	January 18, 2008
Issue Addendum to RFQQ (if applicable)	January 22, 2008
Proposals Due	January 31, 2008

1/22/2008

Announce First Tier Apparent Successful Proposers February 15, 2008

Please let me know when it's been added to the webpage.

Thanks,
Cindy Haider
WSP Contracts
360-753-0692
Cindy.Haider@wsp.wa.gov

Haider, Cindy (WSP)

From: ITD HEAT Self Service
Sent: Tuesday, January 22, 2008 3:37 PM
To: Haider, Cindy (WSP)
Subject: Work Order - Reference #00016820

DO NOT REPLY TO THIS EMAIL. IF THIS WORK ORDER HAS NOT BEEN RESOLVED PLEASE CLICK ON THE LINK BELOW.

Work Order #00016820 has been resolved.

Issue Description: Please post the attached amendment for RFQQ No. C080747PSC to the WSP vendor page at: <http://www.wsp.wa.gov/business/vendor.htm>. Thank-you, Cindy Haider WSP Contracts 360-753-0692

If you feel this issue has not been resolved, please click this link:

[Work Order Not Resolved](#)

If the issue is resolved, no action is necessary.

Thank you.

ITD Customer Services



STATE OF WASHINGTON
Washington State Patrol

Request for Qualifications/Quotations No. C080747PSC
Amendment 1

January 22, 2008

Project Title: Criminal Intelligence Analyst Services

RFQQ Proposals:

Due date:

Send to:

No later than 4:00 p.m. PST on January 31, 2008

Cindy Haider, RFQQ Coordinator

Budget and Fiscal Services

PO Box 42602

Olympia WA 98504-2602

210 – 11th Ave SW, Room 116

Olympia WA 98504

The following is an amendment to RFQQ No C080747PSC. All other terms and conditions of the RFQQ that have not been revised by this amendment remain in full force and effect.

- a. Exhibit B, Checklist for Responsiveness, is revised and replaced by Exhibit B.1, Revised Checklist for Responsiveness, which is attached hereto and incorporated herein.
- b. Exhibit D, Quotation, is revised and replaced by Exhibit D.1, Revised Quotation, which is attached hereto and incorporated herein.

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 September 21, 2007.

_____ The Consultant is licensed to do business in the State of Washington.

_____ At a minimum, the proposal clearly demonstrates that any proposed Consultant Team Member:

Has a two year college degree in criminal justice, law enforcement, statistical analysis or a related field (two years experience as a criminal intelligence analyst or as a commissioned law enforcement officer may substitute for each year of college);

Has two years work experience in national security or criminal intelligence analysis, or five years work experience as a commissioned law enforcement officer; and

Is proficient in the use of Microsoft Office Suite.

Will be trained in i2's Analyst Notebook application and Penlink no later than 120 days from contract execution

_____ The proposal clearly demonstrates that any proposed Consultant Team Member has two years work experience in national security or criminal intelligence analysis; or five years work experience as a commissioned law enforcement officer.

_____ The hourly reimbursement rate for proposed Consultant Team Members does not exceed \$50.00.

_____ 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.

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 June 30, 2008; and each of the two 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.

WSP will accept proposals for hourly rates up to \$50.00; WSP shall reject any proposal that proposes rates in excess of \$50.00 per hour.

Hourly rate for services: \$ _____

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. You should base your hourly rate on providing services at a maximum of forty (40) hours per work week.
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. All costs associated with training for i2's Analyst Notebook application, Penlink and Microsoft Office Suite are solely the responsibility of the Consultant.
5. 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>.

B. 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.



AGENCY NUMBER 225	LOCATION CODE
AGENCY P.R. OR AUTHORIZATION NUMBER 7.2.g	
AGENCY NAME AND LOCATION WASHINGTON STATE PATROL ACCOUNTS PAYABLE SECTION PO BOX 42602 OLYMPIA, WA 98504-2602	
RECEIVED BY 	DATE RECEIVED 1/15/2008

VENDOR NAME AND ADDRESS

Daily Journal of Commerce
PO Box 11050
Seattle WA 98111

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Service Contract Payments to I.R.S.)
91-0193790

USE SPACE BELOW AS A WORKSHEET TO DEVELOP OR EXPLAIN THE GOODS OR SERVICES PURCHASED

SEE SAMPLE INVOICES ON BACK

Invoice #3199160 advertisement for Contract No. C080747PSC, Criminal Intelligence Analysis.

PREPARED BY Cindy Haider				TELEPHONE NUMBER 360 753-0692				DATE 1/15/2008				AGENCY APPROVAL 				DATE 1/16/08	
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.		REF. DOC. NO.		VENDOR NUMBER				VENDOR MESSAGE		USE TAX	INVOICE NUMBER		
REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJECT	SUB SUB OBJECT	ORG INDEX	WORKCLASS	COUNTY BUDGET UNIT	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER	
	210		001	020	00270	EZ						5157			85.80	3199160	
					00272												
ACCOUNTING APPROVAL FOR PAYMENT										DATE		WARRANT TOTAL		WARRANT NUMBER			
												\$85.80					



AGENCY NUMBER 225	LOCATION CODE
AGENCY P.R. OR AUTHORIZATION NUMBER 7.2.g	
AGENCY NAME AND LOCATION WASHINGTON STATE PATROL ACCOUNTS PAYABLE SECTION PO BOX 42602 OLYMPIA, WA 98504-2602	
RECEIVED BY	DATE RECEIVED 1/15/2008

VENDOR NAME AND ADDRESS

Daily Journal of Commerce
PO Box 11050
Seattle WA 98111

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Service Contract Payments to I.R.S.)
91-0193790

USE SPACE BELOW AS A WORKSHEET TO DEVELOP OR EXPLAIN THE GOODS OR SERVICES PURCHASED

STAPLE INVOICES ON BACK

Invoice #3199160 advertisement for Contract No. C080747PSC, Criminal Intelligence Analysis.

*To Jeff / Bob
1/15/08*

PREPARED BY Cindy Haider				TELEPHONE NUMBER 360 753-0692				DATE 1/15/2008				AGENCY APPROVAL				DATE	
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.		REF. DOC. NO.		VENDOR NUMBER				VENDOR MESSAGE		USE TAX	UBI NUMBER		
REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX APPN INDEX PROGRAM INDEX		SUB OJECT	SUB SUB OJECT	ORG INDEX	WORKCLASS ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER	
	210		001	020	00270	EZ									85.80	3199160	
ACCOUNTING APPROVAL FOR PAYMENT									DATE				WARRANT TOTAL \$85.80		WARRANT NUMBER		



DAILY JOURNAL OF COMMERCE

PO BOX 11050, SEATTLE, WA 98111
206-622-8272 FAX 206-622-8416

Federal I.D. #91-0193790

ADVERTISING INVOICE

1 BILLING PERIOD		2 ADVERTISER/CLIENT NAME	
01/06/08 - 01/07/08		WSP:BUDGET & FISCAL SERVICES	
23 TOTAL AMOUNT DUE	24 INVOICE NO.	3 TERMS OF PAYMENT	
85.80	3199160	Net 30	

8 BILLED ACCOUNT NAME AND ADDRESS		4 PAGE#	5 BILLING DATE
<p style="text-align: center;">JAN 10 2008 BUDGET & FISCAL WSP</p> <p>JEFF HUGDAHL, IFB COORDINATOR WSP:BUDGET & FISCAL SERVICES PO BOX 42602 Olympia WA 98504-2602</p>		1	01/07/08
		6 BILLED ACCOUNT NUMBER	
		7127	
		7 ADVERTISER/CLIENT NUMBER	

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

10 DATE	11 NEWSPAPER REFERENCE	12 13 14 DESCRIPTION-OTHER COMMENTS/CHARGES	15 SAU SIZE 16 BILLED UNITS	17 TIMES RUN 18 RATE	19 GROSS AMOUNT	20 NET AMOUNT
01/07	219062 01/07	CN:CRIMINAL INTELLIG SVCS CINDY HAIDER **** DUPLICATE COPY ****	1x44L 44L	1 1.95		85.80

Daily Journal of Commerce	24 INVOICE NUMBER	6 BILLED ACCOUNT NUMBER	2 ADVERTISER/CLIENT NAME	23 TOTAL AMOUNT DUE
PO BOX 11050, SEATTLE, WA 98111	3199160	7127	WSP:BUDGET & FISCAL SERVICES	85.80

STATE OF WASHINGTON – KING COUNTY

--SS.

219062
WSP:BUDGET & FISCAL SERVICES

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

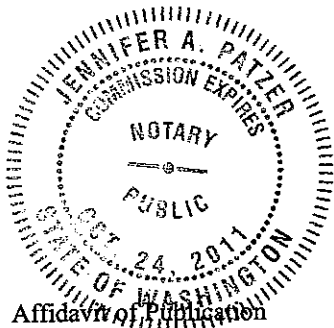
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CN:CRIMINAL INTELLIG SVCS

was published on

01/07/08

The amount of the fee charged for the foregoing publication is the sum of \$ 85.80, which amount has been paid in full.



[Handwritten signature]

Subscribed and sworn to before me on

01/07/08

[Handwritten signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

State of Washington Criminal Intelligence Analyst Services Proposals Due: Jan. 31

The Washington State Patrol (WSP) has released a Request for Qualifications/Quotation (RFQQ) to solicit proposals from Consultants to provide criminal intelligence analyst services at regional criminal intelligence centers serving Washington State. Proposers must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP and/or local law enforcement.

You may obtain a copy of the RFQQ from the WSP webpage located at: <http://www.wsp.wa.gov/business/vendor.htm>. Proposals are due by 4:00 p.m., local time, on Thursday, January 31, 2008 at the address listed below.

WSP is an equal opportunity employer and minority and women-owned businesses are encouraged to reply.

Please reference RFQQ No. C080747PSC in any communications regarding this RFQQ. For further information contact:

WSP Budget and Fiscal Services, ATTN: Cindy Haider, RFQQ Coordinator 210 - 11th Avenue SW, Room 116 PO Box 42602, Olympia WA 98504-2602 Fax: (360) 664-0657 e-mail: cindy.haider@wsp.wa.gov

Date of publication in the Seattle Daily Journal of Commerce, January 7, 2008.

1/7(219062)

Sent Items - Microsoft Outlook

WSP RFQQ C080747P5C - Message (HTML)

File Edit View Insert Format Tools Actions Help

Reply Reply to All Forward

From: Haider, Cindy (WSP) Sent: Mon 1/7/2008 9:48 AM
To: Haider, Cindy (WSP)
Cc:
Bcc: Hundahl, Jeff (WSP); Drake, Randy (WSP); Braniff, Tim (WSP); GERALD DEAN; [redacted] (sarah.l.getty@salc.com); [redacted]
Subject: WSP RFQQ C080747P5C

The Washington State Patrol (WSP) has released a Request for Qualifications/Quotation (RFQQ) to solicit proposals from Consultants to provide criminal intelligence analyst services at regional criminal intelligence centers serving Washington State. Proposers must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP and/or local law enforcement.

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<http://www.wsp.wa.gov/business/vendor.htm>. Proposals are due by 4:00 p.m., local time, on Thursday, January 31, 2008 at the address listed below.

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Please reference RFQQ No. C080747P5C in any communications regarding this RFQQ. For further information contact:

WSP Budget and Fiscal Services
ATTN: Cindy Haider, RFQQ Coordinator
210 - 11th Avenue SW, Room 116
PO Box 42602

Hundahl, J... DE: New contract notification form Tue 10/16/2007 3:5 5 KB

117 Items Online

Start Sent Items - Microsoft... WSP RFQQ C080747... CONTRACTYP - Datab... frmContract2 9:48 AM

9

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Monday, January 07, 2008 9:48 AM
To: Haider, Cindy (WSP)
Subject: WSP RFQQ C080747PSC

The Washington State Patrol (WSP) has released a Request for Qualifications/Quotation (RFQQ) to solicit proposals from Consultants to provide criminal intelligence analyst services at regional criminal intelligence centers serving Washington State. Proposers must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP and/or local law enforcement.

You may obtain a copy of the RFQQ from the WSP webpage located at: <http://www.wsp.wa.gov/business/vendor.htm>. Proposals are due by 4:00 p.m., local time, on Thursday, January 31, 2008 at the address listed below.

WSP is an equal opportunity employer and minority and women-owned businesses are encouraged to reply.

Please reference RFQQ No. C080747PSC in any communications regarding this RFQQ. For further information contact:

**WSP Budget and Fiscal Services
ATTN: Cindy Haider, RFQQ Coordinator
210 – 11th Avenue SW, Room 116
PO Box 42602
Olympia WA 98504-2602
Fax: (360) 664-0657
e-mail: cindy.haider@wsp.wa.gov**

Haider, Cindy (WSP)

From: Drake, Randy (WSP)
Sent: Friday, January 04, 2008 1:47 PM
To: Haider, Cindy (WSP)
Cc: Braniff, Tim (WSP)
Subject: RE: Region 3

Thanks Cindy.

From: Haider, Cindy (WSP)
Sent: Fri 1/4/2008 1:40 PM
To: Drake, Randy (WSP); Braniff, Tim (WSP)
Subject: Region 3

Attached is the RFQQ proposal that specifies the anticipation of filling Region 3 Consultant Team Member positions. The advertisement goes out through the Seattle Daily Journal of Commerce on Monday, January 7, 2008 and should be posted on the WSP web site on Monday. I will also be sending out an email (per OFM rules) to notify certain sources directly. The following will be included on the notification list:

Gerald.D.Dean@uscg.mil



sarah.l.getty@saic.com

If there are any other sources that you wish to be included, please let me know.

Cindy Haider
WSP RFQQ Coordinator
360-753-0692
Cindy.Haider@wsp.wa.gov

Haider, Cindy (WSP)

From: DJC Legals [legals@djc.com]
Sent: Friday, January 04, 2008 2:24 PM
To: Haider, Cindy (WSP)
Subject: RE: RFQQ Advertisement

Hello
I'm confirming that your RFQQ will be published on Jan 7th for one day.
Thank you

Melissa Dowd
Public Notice Department
Seattle Daily Journal of Commerce
83 Columbia St. Seattle
(206) 622-8272 Phone
(206) 622-8416 Fax

From: Cindy.Haider@wsp.wa.gov [mailto:Cindy.Haider@wsp.wa.gov]
Sent: Friday, January 04, 2008 1:45 PM
To: legals@djc.com
Subject: RFQQ Advertisement

Please run this advertisement in your Public Notices section for one day, and forward the bill to my attention at the address indicated in the advertisement.

The Washington State Patrol (WSP) has released a Request for Qualifications/Quotation (RFQQ) to solicit proposals from Consultants to provide criminal intelligence analyst services at regional criminal intelligence centers serving Washington State. Proposers must be able to obtain a federal Top Secret level security clearance and pass a criminal history background check conducted by WSP and/or local law enforcement.

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<http://www.wsp.wa.gov/business/vendor.htm>. Proposals are due by 4:00 p.m., local time, on Thursday, January 31, 2008 at the address listed below.

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Please reference RFQQ No. C080747PSC in any communications regarding this RFQQ. For further information contact:

**WSP Budget and Fiscal Services
ATTN: Cindy Haider, RFQQ Coordinator
210 – 11th Avenue SW, Room 116
PO Box 42602
Olympia WA 98504-2602
Fax: (360) 664-0657
e-mail: cindy.haider@wsp.wa.gov**

Thank-you,

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, January 04, 2008 1:45 PM
To: 'DJC Legals'
Subject: RFQQ Advertisement

Please run this advertisement in your Public Notices section for one day, and forward the bill to my attention at the address indicated in the advertisement.

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<http://www.wsp.wa.gov/business/vendor.htm>. Proposals are due by 4:00 p.m., local time, on Thursday, January 31, 2008 at the address listed below.

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Please reference RFQQ No. C080747PSC in any communications regarding this RFQQ. For further information contact:

**WSP Budget and Fiscal Services
ATTN: Cindy Haider, RFQQ Coordinator
210 – 11th Avenue SW, Room 116
PO Box 42602
Olympia WA 98504-2602
Fax: (360) 664-0657
e-mail: cindy.haider@wsp.wa.gov**

Thank-you,

*Cindy Haider
WSP RFQQ Coordinator
360-753-0692
Cindy.Haider@wsp.wa.gov*

Haider, Cindy (WSP)

From: ITD Web Support
Sent: Friday, January 04, 2008 3:03 PM
To: Haider, Cindy (WSP)
Cc: Hugdahl, Jeff (WSP)
Subject: RE: RFQQ Posting

Cindy

The RFQQ and schedule have been added to the Vendor page:
<http://www.wsp.wa.gov/business/vendor.htm>

Kent Hernandez
ITD Web Support
Information Technology Division
itdwebsupport@wsp.wa.gov

From: Haider, Cindy (WSP)
Sent: Friday, January 04, 2008 1:50 PM
To: ITD Web Support
Cc: Hugdahl, Jeff (WSP)
Subject: FW: RFQQ Posting

Would you please post this on the WSP vendor page at <http://www.wsp.wa.gov/business/vendor.htm>.

The project schedule is:

Issue Request for Proposals	January 7, 2008
Consultant Questions Due	January 18, 2008
Issue Addendum to RFQQ (if applicable)	January 22, 2008
Proposals Due	January 31, 2008
Announce First Tier Apparent Successful Proposers	February 15, 2008

Please let me know when it's been added to the webpage.

Thanks,
Cindy Haider
WSP Contracts
360-753-0692
Cindy.Haider@wsp.wa.gov

Haider, Cindy (WSP)

From: ITD HEAT Self Service
Sent: Friday, January 04, 2008 2:57 PM
To: Haider, Cindy (WSP)
Subject: Work Order - Reference #00015341

DO NOT REPLY TO THIS EMAIL. IF THIS WORK ORDER HAS NOT BEEN RESOLVED PLEASE CLICK ON THE LINK BELOW.

Work Order #00015341 has been resolved.

Issue Description: Would you please post this on the WSP vendor page at <http://www.wsp.wa.gov/business/vendor.htm>. The project schedule is: Issue Request for Proposals January 7, 2008 Consultant Questions Due January 18, 2008 Issue Addendum to RFQQ (if applicable) January 22, 2008 Proposals Due January 31, 2008 Announce First Tier Apparent Successful Proposer February 15, 2008 Please let me know when it's been added to the webpage. Thanks, Cindy Haider WSP Contracts

If you feel this issue has not been resolved, please click this link:

[Work Order Not Resolved](#)

If the issue is resolved, no action is necessary.

Thank you.

ITD Customer Services

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, January 04, 2008 1:50 PM
To: ITD Web Support
Cc: Hugdahl, Jeff (WSP)
Subject: FW: RFQQ Posting
Attachments: WSP RFQQ.doc

Would you please post this on the WSP vendor page at <http://www.wsp.wa.gov/business/vendor.htm>.

The project schedule is:

Issue Request for Proposals	January 7, 2008
Consultant Questions Due	January 18, 2008
Issue Addendum to RFQQ (if applicable)	January 22, 2008
Proposals Due	January 31, 2008
Announce First Tier Apparent Successful Proposers	February 15, 2008

Please let me know when it's been added to the webpage.

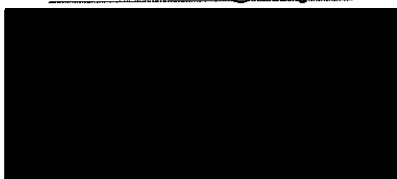
Thanks,
Cindy Haider
WSP Contracts
360-753-0692
Cindy.Haider@wsp.wa.gov

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Friday, January 04, 2008 1:40 PM
To: Drake, Randy (WSP); Braniff, Tim (WSP)
Subject: Region 3
Attachments: WSP RFQQ.doc

Attached is the RFQQ proposal that specifies the anticipation of filling Region 3 Consultant Team Member positions. The advertisement goes out through the Seattle Daily Journal of Commerce on Monday, January 7, 2008 and should be posted on the WSP web site on Monday. I will also be sending out an email (per OFM rules) to notify certain sources directly. The following will be included on the notification list:

Gerald.D.Dean@uscg.mil



sarah.l.getty@saic.com

If there are any other sources that you wish to be included, please let me know.

Cindy Haider
WSP RFQQ Coordinator
360-753-0692
Cindy.Haider@wsp.wa.gov



STATE OF WASHINGTON
Washington State Patrol

Request for Qualifications/Quotations No. C080747PSC

Project Title: Criminal Intelligence Analyst Services for Washington State

Estimated Schedule for Procurement Activities:

Issue Request for Proposals	January 7, 2008
Consultant questions due	January 18, 2008
Issue addendum to RFQQ (if applicable)	January 22, 2008
Proposals due	January 31, 2008
Announce first tier apparent successful proposers	February 15, 2008
Conduct proposer interviews	February 18, 2008 until completed

WSP reserves the right to revise the above schedule.

Expected Time Period for Contract: March 1, 2008 through September 30, 2011

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 regional criminal intelligence centers serving federal, state and local law enforcement organizations within Washington State.

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.

Nine Regional Intelligence Groups (RIGs) are being created to provide criminal intelligence services in an effort to prevent terrorism. The RIGs are located regionally throughout Washington State, and are comprised of representatives of local and state law enforcement agencies. The RIGs serve to provide regionally-focused intelligence analysis products, as well as a conduit for information to and from the WAJAC. The nine RIGs are:

Region	RIG Location	Counties Served
1	Everett	Whatcom, Skagit, Snohomish, Island, San Juan
2	Port Orchard	Clallam, Jefferson, Kitsap
3	Olympia	Grays Harbor, Mason, Thurston, Pacific, Lewis
4	Vancouver	Wahkiakum, Cowlitz, Clark, Skamania
5	Tacoma	Pierce
6	Seattle	King
7	Wenatchee	Okanogan, Chelan, Douglas, Kittitas, Grant
8	Richland	Yakima, Klickitat, Benton, Franklin, Walla Walla
9	Spokane	Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman, Columbia, Garfield, Asotin

1.3 Objective. The objective of this RFQQ is to contract with vendor(s) to provide a local presence at WAJAC and/or RIGs 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

WSP anticipates filling the **Region 3** Consultant Team Member positions through this procurement.

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 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 At a minimum, each proposed Consultant Team Member must meet the following requirements:

- Must have a two year college degree in criminal justice, law enforcement, statistical analysis or a related field. Two years experience as a criminal intelligence analyst or as a commissioned law enforcement officer may substitute for each year of college.
- Must have two years work experience in national security or criminal intelligence analysis; or five years work experience as a commissioned law enforcement officer.
- A four-year or higher college degree in criminal justice, law enforcement, statistical analysis or a related field may be substituted for the work experience requirement.
- Must be proficient in the use of Microsoft Office Suite applications; and must have received formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.
- Must be able to obtain a federal Top Secret level security clearance.
- Must pass a criminal history background check conducted by WSP and/or the lead law enforcement agency for the RIG where the Consultant Team Member is proposed for work. Proposed Consultant Team Members may be required to pass a polygraph examination by the RIG lead law enforcement agency as a part of this background check.

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

1.4.4 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 March 1, 2008 and to end on September 30, 2011. 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.

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) 664-0657
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 Friday, January 18, 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 Thursday, January 31, 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 42.17.250 to .340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340 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 42.17 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 42.17.300. 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 (360) 753-9693 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 \$1,000,000 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.

RIG lead law enforcement agencies may require additional background checks or polygraph examinations of proposed Consultant Team Members.

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 RIG lead 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 by RIG member agencies from the region where the Consultant Team Member is proposed for work.
- 3.1.1 First Tier Evaluation. The first tier is 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 RIGs.

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 evaluation purposes:

Section	Possible Points
Consultant Team Member Education	25
Consultant Team Member Work Experience	35
Consultant Team Member Experience using i2's Analyst Notebook application and Microsoft Office Suite software	10
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 RIG member agencies from the region where the Consultant Team Member is proposed for work. The second tier evaluation will be conducted locally in the vicinity of the respective RIG or at a WSP location. 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 Business Office Manager at the address below:

WSP Budget and Fiscal Services
 ATTN: Business Office Manager
 Mailing Address:
 P.O. Box 42602
 Olympia, WA 98504-2602
 Phone: (360) 753-0592

Street Address:
 210 – 11th Street, Room 116
 Olympia, Washington 98504

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 Business Office Manager. 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 Business Office Manager.

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.

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

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by WSP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WSP will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSP, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Personal Service Contract General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date

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 January 31, 2008.
- _____ The Consultant is licensed to do business in the State of Washington.
- _____ At a minimum, the proposal clearly demonstrates that any proposed Consultant Team Member:
 - Has a two year college degree in criminal justice, law enforcement, statistical analysis or a related field (two years experience as a criminal intelligence analyst or as a commissioned law enforcement officer may substitute for each year of college);
 - Has two years work experience in national security or criminal intelligence analysis, or five years work experience as a commissioned law enforcement officer; and
 - Is proficient in the use of Microsoft Office Suite.
 - Will be trained in i2's Analyst Notebook application and Penlink no later than 120 days from contract execution
- _____ The proposal clearly demonstrates that any proposed Consultant Team Member has two years work experience in national security or criminal intelligence analysis; or five years work experience as a commissioned law enforcement officer.
- _____ 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 (SCORED).**

A. 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
- Work experience as a commissioned law enforcement officer
- Specialized intelligence analysis training.
- Ability to use i2's Analyst Notebook application, Penlink and 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.

2. Availability (MANDATORY) – Please list those RIGs/WAJAC where the proposed Consultant Team Member is available for work. If the proposed Consultant Team Member is available state-wide, please indicate so.

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 June 30, 2008; and each of the two 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.

Hourly rate for services: \$ _____

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. You should base your hourly rate on providing services at a maximum of forty (40) hours per work week.
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. All costs associated with training for i2's Analyst Notebook application, Penlink and Microsoft Office Suite are solely the responsibility of the Consultant.
5. 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>.

B. 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

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; and must provide proof to the WSP Project Manager of formal training in i2's Analyst Notebook application and Penlink no later than one hundred and twenty (120) days from the date of contract execution.

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.
- 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

STATEMENT OF WORK (Continued)

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 42.17 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>SFY08 Rate</u>	<u>SFY09 Rate</u>	<u>SFY10 Rate</u>
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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 42.17 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

January 2008

January 2008						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2008						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
	January 1, 2008	2	3	4	5
	8:00am Holiday 11:00am Contracts staff meeting (Jeff's office)	8:00am Sick Leave - take Mom to appt (Tacoma) 1:00pm Annual Leave			6
7	8	9	10	11	12
8:00am Issue Request for RFQQ - C080747PSC	10:00am Gold & Platinum Safety Team Meeting - IAD Conf Rm 11:00am Contracts staff meeting (Jeff's office)	1:00pm BFS SAF (Exec Conf Rm)			13
14	15	16	17	18	19
	11:00am Contracts staff meeting (Jeff's office)			12:00pm Lunch - Colleen / Sally 4:00pm RFQQ ? Due #C080747PSC	20
21	22	23	24	25	26
	8:00am Issue addendum (if applicable) 11:00am Contracts staff meeting (Jeff's office)	2:30pm Dentist Appt.			27
28	29	30	31		
	11:00am Contracts staff meeting (Jeff's office)		4:00pm RFQQ Proposals (C080747PSC) deadline		

February 2008

February 2008							March 2008						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							1
3	4	5	6	7	8	9	2	3	4	5	6	7	8
10	11	12	13	14	15	16	9	10	11	12	13	14	15
17	18	19	20	21	22	23	16	17	18	19	20	21	22
24	25	26	27	28	29		23	24	25	26	27	28	29
							30	31					

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
				February 1	2
				8:30am Sick leave - Mom appt. 3:00pm Work Room Cleanup! (The Work Room!)	3
4	5	6	7	8	9
	11:00am Contracts staff meeting (Jeff's office)				10
11	12	13	14	15	16
	10:00am Gold & Platinum Safety Team Meeting - IAD Conf Rm 11:00am Contracts staff meeting (Jeff's office)	1:00pm BFS SAF (Exec Conf Rm)		8:00am Announce 1st Tier Apparent Successful Proposers	17
18	19	20	21	22	23
8:00am RFQQ C080747PSC Interviews to begin	11:00am Contracts staff meeting (Jeff's office)				24
25	26	27	28	29	
	11:00am Contracts staff meeting (Jeff's office)				

Haider, Cindy (WSP)

From: Haider, Cindy (WSP)
Sent: Thursday, January 03, 2008 1:48 PM
To: Drake, Randy (WSP)
Cc: Braniff, Tim (WSP)
Subject: RE:

Only one RFQQ will go out but I will state two positions within Region 3 to be available.

Here is the schedule I have drawn up:

RFQQ #C080747PSC
Issue Request for Proposals: January 7, 2008
Consultant Questions Due: January 18, 2008
Issue Addendum to RFQQ (if applicable) January 22, 2008
PROPOSALS DUE: **January 31, 2008**
Announce First Tier Apparent Successful Proposers: February 15, 2008
Conduct Proposer Interviews: February 18, 2008 until completed

Since Region 3 is on this side of the mountains I am assuming the scoring by panel members and the actual interviews should be able to adhere to this schedule. If not please let me know so I can change the dates.

Are we using the original proposal language or is there a revision that needs to be put into place?

Cindy Haider
WSP Contracts
360-753-0692
Cindy.Haider@wsp.wa.gov

From: Drake, Randy (WSP)
Sent: Thursday, January 03, 2008 1:32 PM
To: Haider, Cindy (WSP)
Subject: RE:

Hi Cindy,

I just got off the phone with Captain Braniff. We have agreed on a slight change. We would now like the RFQQ process started for both positions. Hope this doesn't cause too much extra work. Thanks.

From: Haider, Cindy (WSP)
Sent: Thu 1/3/2008 9:17 AM
To: Drake, Randy (WSP)
Cc: Braniff, Tim (WSP)
Subject: RE:

I will start the RFQQ process for Region 3, one analyst. I will put a schedule of dates together and send for your review later today.

Cindy Haider
WSP Contracts
360-753-0692

1/3/2008

Cindy.Haider@wsp.wa.gov

From: Drake, Randy (WSP)
Sent: Wednesday, January 02, 2008 9:34 AM
To: Haider, Cindy (WSP)
Cc: Braniff, Tim (WSP)
Subject:

Cindy,

Captain Braniff has approved that we move forward in filling one of the two recently vacated WAJAC analyst positions. The vacant positions are in Region 3 (previously Kenn Rivers) and WSP (previously Don Castanares). We would like to get an advertisement out for the position previously held by Don Castanares.

What information do you need from me in order to get this process moving?

Vendor Name Bastion Research Vendor Number _____

Team Member Name Donald Castanare

Evaluator Name CAPTAIN MIKE PETRIE - TCSO

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

To ensure a fair procurement process and to guard against protest by unsuccessful proposers, I have carefully evaluated my position with regard to possible conflict of interest. I certify that I am not aware of any issue that would reduce my ability to participate on the evaluation team in an unbiased and objective matter, or which would place me in a position of real or apparent conflict of interest between my responsibilities as a member of the evaluation team and other interests. In making this certification, I have considered all financial interests and employment arrangements (past, present or under consideration).

In anticipation of my participation in the evaluation process used to evaluate proposals, I certify that I will not disclose any information about the evaluation of this RFQQ, during the proceedings of the evaluation process or at any subsequent time, to anyone who is not also authorized access to the information by law or regulation. I will return all copies of the proposals with my completed evaluation sheet.

Signature  _____

Date 2/7/2008

INSTRUCTIONS

Please provide a raw score of 0-10 for the Vendor's response to Question 1 of Exhibit C, Questionnaire. Cost will be scored by the WSP Contracts Manager. Generally, you should score proposed Team Members according to the following scale:

For Questions 1:

10 = The proposed staff exceeds all requirements with skill set that would result in great deal of efficiencies while providing an exceptional product.

7 = The proposed staff meets or exceeds all requirements to provide a better than average product.

5 = The proposed staff meets the requirements of the RFQQ.

3 = The proposed staff partially meets the requirements of the RFQQ.

1 = The proposed staff meets very few of the requirements of the RFQQ.

0 = The proposed staff does not have any of the qualifications required by the RFQQ or did not provide sufficient detail to determine if proposed staff met requirements.

1. Team Member Qualifications/Experience (SCORED).

A. 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:

- 8 ✓ • Formal education in criminal justice, law enforcement, statistical analysis or a related field.
- 9 ✓ • Work experience in national security or criminal intelligence analysis
- 4 ✓ • Work experience as a commissioned law enforcement officer
- 7 • Specialized intelligence analysis training.
- 6 ✓ • Ability to use i2's Analyst Notebook application, Penlink and 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.

Team Member Qualifications/Experience Raw Score (1-10) 6.8

Notes:

FORM
A19-1A



STATE OF
WASHINGTON
RECEIVED
MAR 06 2006

Online Help
This document is a protected form for use online. Use the Tab key to advance from text field to next field. Shift-Tab will go to prior text field. Date fields are formatted to return m/d/yyyy format. Calculations will automatically occur as you fill in the number fields, with the total at the bottom. The form can be printed blank and filled in by hand as needed. After completion and appropriate signatures, forward to the Fiscal Office for payment.

(Rev. 1/91)
(new online version 12/01)

INVOICE VOUCHER & FISCAL
WSP

AGENCY USE ONLY

AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
		C06069/PSC

AGENCY NAME
Washington State Patrol

VENDOR OR CLAIMANT (Warrant is to be payable to)
CHAD RUSSELL MELTON

[REDACTED]

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY Chad Russell Melton
(SIGN IN INK)

Owner / Sole Proprietor Sole Proprietor 2/28/06
(TITLE) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Services Contract Payments to I.R.S.) [REDACTED]

RECEIVED BY KW/lt 86 DATE RECEIVED

DATE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE
2/28/06	Contract Service Hours for C060694PSC	150	HR	\$ 38	\$5700.00	

PREPARED BY [REDACTED] TELEPHONE NUMBER [REDACTED] DATE [REDACTED] AGENCY APPROVAL [Signature] DATE 3-2-06

DOC DATE 2/28/06 PMT DUE DATE [REDACTED] CURRENT DOC NO. 024083 REG. DOC NO. 09228 VENDOR NUMBER 10322-00 VENDOR MESSAGE [REDACTED] USE [REDACTED] UBI NUMBER 602 111 059

REF DOC AUF	TRANS CODE	IF C O	FUND	APRM INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJECT	ORG INDEX	ALLO	BUDGET UNIT	MOB	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
	210		001	020	271	CE						4434			\$ 5,700.00	C060694PSC

ACCOUNTING APPROVAL FOR PAYMENT [Signature] DATE [REDACTED] WARRANT TOTAL \$ 5,700.00 WARRANT NUMBER [REDACTED]