



Washington State Office of Civil Legal Aid

Request for Proposals 13-01

**Washington State
Civil Legal Needs Study Update**

I. Request for Proposals Information

Project Title: Civil Legal Needs Study Update

Procurement Website: <http://www.ocla.wa.gov/reports.html>

Estimated Contract Period: 12/20/2013 through 02/15/15
Amendments extending the period of performance, if any, shall be at the sole discretion of the Civil Legal Needs Update Committee and the Office of Civil Legal Aid.

Proposal Due Date: All Proposals must arrive by 4:00 p.m. PST on November 1, 2013. Faxed bids WILL NOT be accepted.

Funds Available: Up to \$325,000

RFP Coordinator: James A. Bamberger
Washington State Office of Civil Legal Aid
1112 Quince Street SE
P.O. Box 4183
Olympia, WA 98504-1183
Phone: (360) 704-4135
E-Mail: jim.bamberger@ocla.wa.gov

Submit Proposal To: Via e-mail to the CLNS RFP Coordinator

II. RFP Schedule

RFP Released	09/20/2013
Last date for questions regarding RFP	10/04/2013
Proposals due 4:00 PM Pacific Time.....	11/01/2013
Successful Vendor announced.....	11/29/2013
Expected contract execution date.....	12/20/2013

III. Contents

I. Request for Proposals Information	2
II. RFP Schedule	2
III. Contents	3
IV. Executive Summary	5
V. Request for Proposals	5
The Washington State Office of Civil Legal Aid	5
Washington State Civil Legal Needs Study Update Committee	5
Background: The 2003 Civil Legal Needs Study	6
The Scoping Group’s Report and Recommendations	7
This Request for Proposals	8
VI. Minimum Qualifications	9
VII. Research Objectives	10
Detail	10
Available Funds	11
Sequencing of Contracts and Deliverables	11
VIII. Process and Deliverables	11
Deliverable #1 – Finalize Research Methodology and Timelines	11
Due: January 31, 2014	11
Deliverable #2 – Present Updated Socio-Economic and Demographic Data on Washington State Low-Income Populations, Including Target Sub-Populations	12
Due: January 31, 2014	12
Deliverable #3 – Completion of Focus Groups; Report on Principal Findings; Completion of Survey Research Instruments	13
Due: April 18, 2014	13
Deliverable #4 – Completion of Individual Survey	13
Due: October 15, 2014	13
Deliverable #5 – Interim Report of Key Findings	13
Due: December 31, 2014	13
Deliverable #6 – Delivery and Presentation of Final Report	14
Due: February 15, 2015	14
IX. Period of Performance	14
X. Cost Proposal	14
Requirement	14
Pricing Instructions	14
Cost Categories	15
1. Professional Services	15
2. Project Costs	15
Payment Schedule	15
XI. RFP Administration and Instructions to Vendors	16
RFP Coordinator	16

RFP Questions	16
Proposal Response Date and Location	16
Proposal Format.....	16
Proposal Requirements and Content	16
Costs of Preparing Proposals.....	17
Proposals Property of the OCLA and the CLNS Update Committee.....	17
Acceptance of RFP Terms	17
XII. Contract.....	17
Insurance (A.K.A. Worker’s Compensation).....	17
Contract Amendment	18
RFP Amendments.....	18
Proprietary Information/Public Disclosure	18
RFP Amendments/Cancellation/Reissue/Reopen.....	18
Minor Administrative Irregularities	18
No Obligation to Enter a Contract	18
Advance Payment	19
XIII. Submission of Proposals	19
Non-responsive Proposals	19
Joint Proposals.....	19
Withdrawal of Proposals.....	20
XIV. RFP Evaluation	20
Phase 1 – Qualification Review.....	20
Phase 2 – Assessment and Scoring	21
Professional Services – 75%.....	21
Cost Proposal – 25%	21
References [top-scoring Proposal(s) only] – Pass/Fail.....	21
In-Person Presentations.....	21
XV. Post-RFP Evaluation	22
Notification of Apparently Successful Vendor(s)	22
Debriefing of Unsuccessful Vendors	22
Protest Procedures.....	22
1. Grounds for Protest.....	22
2. Protest Form and Content.....	23
3. Submitting a Protest.....	23
4. Protest Coordinator.....	23
5. Protest Process.....	23
XVI. Execution of the Contract: Process and Reservation of Rights	24
XVII. Contract Terms and Conditions.....	25
Hardware and Software Responsibility.....	25
XVIII. Appendices	25
Appendix A – Vendor Response Checklist.....	25
Appendix B – General Terms and Conditions	25
XIX. Attachments	25
Attachment 1 - Civil Legal Needs Study Update Committee Roster.....	25

IV. Executive Summary

This is a **REQUEST FOR PROPOSALS** to identify and engage a research contractor (contractors) to undertake an informed, objective, statistically and methodologically sound and cost-effective update of the [2003 Washington State Civil Legal Needs Study](#) (2003 CLNS). Through this RFP, the Washington State Civil Legal Needs Study Update Committee (CLNS Update Committee) seeks a research contractor (or collaboration of contractors) with relevant and demonstrated experience in designing and executing surveys of low-income and vulnerable populations; the ability to differentiate, effectively engage, and secure and maintain the granularity of data obtained from distinct sub-demographic cohorts; the capability to target and effectively engage representative members of communities that experience racial, ethnic, social, cultural, linguistic, ability-based, geographic and other barriers to effective participation in the study; and to effectively aggregate, analyze and present survey results.

V. Request for Proposals

The Washington State Office of Civil Legal Aid

The Washington State Office of Civil Legal Aid (OCLA) is an independent judicial branch agency that administers and oversees the investment of state appropriations for the delivery of civil legal aid services to indigent persons. By statute, OCLA is directed to report periodically on the status of access to justice for low-income persons eligible for civil legal aid services.

OCLA will serve as the contracting agency for this project.

Washington State Civil Legal Needs Study Update Committee

The most recent comprehensive review of unmet civil legal needs of low-income people in Washington State was conducted more than a decade ago. Working with regional public research institutions,¹ the Washington Supreme Court's Task Force on Civil Equal Justice Funding (Task Force) conducted a comprehensive review of the legal problems experienced by low and moderate income residents and published its findings in the [2003 Washington State Civil Legal Needs Study](#) (2003 CLNS). The CLNS has guided public and private resource development and client civil legal aid delivery efforts in the decade since its publication.

In 2012, OCLA convened a Civil Legal Needs Study Update Scoping Group (Scoping Group) to assess whether there have been sufficient changes in circumstances to merit a comprehensive reassessment of the civil legal problems experienced by low-income residents of the state. The Scoping Group issued its [Final Report and Recommendations](#) in December 2012 (Scoping Group Report), concluding that there is a need to update the principal findings relating to the

¹ The two lead research institutions for the 2003 CLNS were (a) Portland State University and (b) Washington State University.

unmet civil legal needs of low-income people and recommending that the effort be guided by a Blue Ribbon panel led by a Justice of the Washington Supreme Court. Acting on the recommendation of the Scoping Group, Chief Justice Barbara Madsen appointed Associate Justice Charles Wiggins to lead a 12 member Washington State Civil Legal Needs Study Update Committee (CLNS Update Committee).

The CLNS Update Committee is tasked with overseeing the effort to update and deepen understandings regarding the substance and incidence of civil legal problems experienced by low-income residents, the degree to which necessary legal assistance is obtained, the impact of such assistance and the consequences resulting from the inability to timely secure necessary legal help. A roster of the CLNS Update Committee is included in Attachment 1.

Background: The 2003 Civil Legal Needs Study

The Task Force's [2003 Civil Legal Needs Study](#) was the product of three years of coordinated effort on the part of many organizations operating under the Task Force's umbrella.

The Study chronicled the incidence and substance of the civil legal problems experienced by low and moderate income people, commonalities and differences between the problems experienced by members of different demographic groups and subgroups, commonalities and differences between problems experienced by low and moderate income households, the degree to which legal assistance was available to those experiencing civil legal problems, and the impact that civil legal assistance (and the lack thereof) had on an individual's ability to effectively resolve their legal problem(s) and on their acceptance and respect for the civil justice system as a whole.

The 2003 Civil Legal Needs Study consisted of three components: (1) a field study of 1333 individual low-income responders across the state; (2) a random digit telephone study (land lines) of 810 low and moderate income respondents; and (3) a written survey of stakeholder groups and organizations (bench, bar, courthouse facilitators, social and human services providers, legal aid organizations, etc.). The field study was coordinated through the Department of Sociology at Portland State University. The telephone survey was conducted by the Social and Economic Research Services Center at Washington State University. The stakeholder survey was conducted by Task Force staff. Information was gathered from study participants from July 2002 through February 2003. The CLNS was published in September 2003.

Among other things, the 2003 CLNS found:

1. More than three-quarters of all low-income households experienced at least one civil legal problem for which legal help was indicated. Of these, nearly nine of every ten were unable to obtain the civil legal help they needed.

2. Problems involving housing, family relationships, employment, consumer issues and access to health care and public benefits were most prevalent, making up a combined 78% of all civil legal problems experienced by low-income households. Issues involving discrimination and disparate treatment appeared in a substantial percentage of legal problems in the areas of employment, health, access to public and municipal services, consumer issues and housing.
3. Legal help was most available for individuals with family-related legal problems (nearly 30%), and was least available for individuals with civil legal problems involving housing (9.8%), employment (7.5%), health care (5.1%) and the availability of public and municipal services (3.3%).
4. Farmworkers, individuals with disabilities, Native Americans, persons living in long term care facilities and homeless individuals were least likely to secure civil legal help, while seniors, domestic violence survivors and recent immigrants were most able to secure legal help. No group was able to secure legal help more than 25% of the time.
5. Women and children experienced substantially more civil legal problems than the general population. Members of particular demographic groups experienced disproportionately more of certain types of legal problems than the general population.
6. Legal assistance made a difference. Those unable to get legal help ended up living with the consequences of the legal problem and were dissatisfied with the outcome of the situation in 81% of cases. Those able to secure legal help were satisfied with the outcome in their cases 61% of the time. Fifty-one percent of those unable to get legal help had a “very negative” view of the justice system, while only 14% of those who were able to get help held the same view. Conversely, 54% of those who got civil legal help had a positive view of the justice system, while only 16% of those who were unable to get help felt the same way.

The Scoping Group’s Report and Recommendations

Data gathering for the 2003 CLNS occurred during 2002-2003. In the ten years since there have been substantial changes in the demographics of low-income individuals and families, the substantive laws and legal frameworks that affect low-income people, governmental policies affecting the poor and technology-based practices that adversely affect the ability of low-income individuals to access necessary services and secure health care, housing, credit and employment. Like the rest of the Nation, Washington State was hit hard by the Great Recession of 2008-09 and the catastrophic loss of jobs which drew hundreds of thousands of residents into the ranks of the poor. The state’s housing markets collapsed, resulting in a foreclosure crisis fueled in part by high-risk and predatory lending and perpetuated by across-the-board declines in pre-recession housing values. New issues emerged for members of racial and ethnic minority communities that are disproportionately represented in the adult and juvenile justice systems, including legal problems that serve as obstacles to effective reentry into civil

society. New legal problems also emerged for individuals and families who, until the Great Recession, had been hard working members of the middle class.

In 2012, OCLA convened a 16-person Civil Legal Needs Scoping Group to explore (a) whether it was necessary to conduct a new or updated assessment of the civil legal needs of low-income people and, if so, (b) the focus, scope and methodology that should be employed in undertaking such an assessment. The Scoping Group issued its [Report and Recommendations](#) on December 24, 2012. The Scoping Group determined that it is imperative to update understandings of the prevalence, nature, gravity and consequences of legal problems that low-income people face in Washington State, and that the 2003 Civil Legal Needs Study should serve as the baseline reference point for such an update.

The Scoping Group outlined the principal objectives of the update effort as:

1. Expand understanding of the prevalence, nature, gravity and consequences of legal problems that low-income people face in Washington State
2. Document the legal barriers that prevent low-income individuals, families and communities from successfully participating in society
3. Identify new civil legal problems that have emerged since the 2003 study and assess the impact of those problems on low-income individuals and families
4. Document the value (including economic value) to low-income individuals, families and communities resulting from the ability to secure civil legal aid
5. Document the impact of changes in funding for civil legal aid services on the capacity of Washington State's civil legal aid delivery system to meet the civil needs of low-income individuals and families since the 2003 Civil Legal Needs Study
6. Serve as a basis for further discussion and strategic direction for legal aid delivery system planners, providers of civil legal aid services and other community-based organizations
7. Identify areas of compelling legal problems to which legal authority to use state-appropriated funds should be expanded

This Request for Proposals

This Request for Proposals (RFP) seeks to identify a strategic research partner(s) to complete the design of and execute a study that serves the core objectives outlined in the Scoping Group's report. Vendors should consider the recommendations regarding objectives, focus, and general methodology outlined in the Scoping Group Report to be an integral part of this RFP. Suggested changes to methodological design and implementation should be grounded in the

core objectives and core areas of focus set forth in pages 10 through 12 of the Scoping Group Report.

VI. Minimum Qualifications

To be eligible for an award, Vendors must first meet the minimum qualifications listed below. Proposals from Vendors unable to meet the minimum qualifications will be considered non-responsive and will be eliminated from further review and consideration.

1. A defined methodology and detailed strategy to employ multiple modes of data sampling, collection and analysis which effectively address the research agenda outlined in this RFP and which are grounded in systems and procedures that assure quality control in conducting the research, data relevance and integrity.
2. A demonstrated ability to undertake and timely complete a study of low-income and vulnerable populations that meets industry standards for effective and reliable research.
3. A demonstrated ability to engage representative numbers of individuals from communities that experience social, cultural, geographic, linguistic or other barriers to effective participation in this research endeavor.
4. Appropriate professional staffing (internal and sub-contracted) to manage a research project of this scope.
5. Institutional capacity to obtain an effective understanding of and present relevant Washington State demographic characteristics, including general characteristics of Washington State's low-income population and more specific characteristics of the sub-populations that will be targeted for deeper analysis in this study, such as racial, ethnic, LEP and disability populations.
6. Evidence of financial capacity and stability, as shown by an overview of financial statements for the last three (3) years or other acceptable documentation of longitudinal financial capacity. These statements/documentation must be provided at the time the proposal is submitted.
7. Identity and qualifications of those who will lead and support the project team.
8. Identity and qualifications of those with whom the Vendor proposes to sub-contract to undertake components of the research agenda.
9. Names, addresses, and telephone numbers of three business or government references that are not affiliated with the vendor.

10. Compliance with the Washington statutes regarding contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW).

VII. Research Objectives

Detail

On behalf of the CLNS Update Committee, OCLA seeks to engage a research organization (or organizations working together) to conduct and deliver a report that meets the principal objectives outlined in the Scoping Group Report. The Final Report will objectively document and update information relating to:

1. The demographics of Washington State's low-income populations, including the low-income components of racial, ethnic, LEP, disability, Native American and other primary target subpopulations.
2. The substance and prevalence of "persistent civil legal problems" (defined as those legal problems identified in the 2003 CLNS and continuing as areas of high prevalence).
3. The substance and prevalence of newly emergent civil legal problems – types of significant problems that have emerged since or were not assessed during the conduct of the 2003 CLNS.
4. The relationship between distinct types of civil legal problems and the ability of individuals to seek and secure education, employment, stable housing, credit and economic security.
5. The existence, substance and prevalence of civil legal problems that are associated with systems and structures that disproportionately and adversely affect members of low-income racial and ethnic minority groups including, but not limited to, legal problems that cause difficulties in accessing employment, housing, credit and public benefits for individuals and their families disproportionately represented in the adult and juvenile justice systems.
6. The benefits (economic and other) to individuals, families and communities resulting from the ability to secure necessary civil legal assistance.
7. Differences in access to the civil justice system, including access to civil legal aid services, for low-income individuals and families based on racial, ethnic or other identifying demographic characteristics listed in paragraph 8(a)-(k) below.
8. The degree to which there are differences in the substance and prevalence of civil legal problems for low-income individuals and families based on the following identity characteristics:

- a. Age
- b. Gender
- c. Race and ethnicity
- d. Family composition
- e. Language (including LEP status)
- f. Disability (physical and cognitive)
- g. Dependency status (e.g., minor children, persons living under legal guardianship, individuals in state care or custody)
- h. Native American status (enrolled or descendant)
- i. National origin/identity
- j. Immigration status
- k. Veteran status
- l. Sexual orientation

Available Funds

OCLA anticipates having about \$325,000 for this research effort. Vendors should consider this in developing the substance, scope and pricing of their responses. Vendors are on notice that cost proposals that substantially exceed this level will be deemed non-responsive.

Sequencing of Contracts and Deliverables

OCLA is in the process of securing the funds necessary to underwrite this research effort. While OCLA seeks integrated proposals that address the entirety of the research agenda and Vendors' ability to produce the deliverables listed below, OCLA reserves the right to stage the engagement as funding becomes available, and to sequence contracting accordingly.

VIII. Process and Deliverables

The successful candidate will work with the CLNS Update Committee to finalize and implement a methodology to achieve the principal research objectives within the limits of available resources and to produce a report that outlines principal findings in an effective and readily understandable manner.

Deliverable #1 – Finalize Research Methodology and Timelines

Due: January 31, 2014

Vendors will work with the CLNS Update Committee and a Technical Advisory Group comprised of civil legal aid delivery professionals and other professional providers of state-funded services to low income individuals to finalize the research methodology and relevant timelines for completing each of the components of the study -- including data gathering, analysis and final reporting -- by February 15, 2015. Vendors will provide a detailed work plan outlining all activities associated with this engagement from inception to conclusion.

Components of this Deliverable include, but are not limited to:

- A written plan and schedule for community-based focus groups to refine areas of study focus and inform the development of survey instruments and approaches
- A written plan (including mix of research modalities) and schedule for conducting surveys of representative samples of low-income communities and sub-demographic cohorts
- A written plan and strategies for conducting outreach to representative numbers of individuals from communities that experience social, cultural, ability-based, linguistic, geographic and other barriers to effective participation in the study
- A written system and corresponding protocols for ensuring quality control during research gathering and data analysis
- A written plan and schedule for analyzing and reporting principal research findings

Acceptable Submission

Specified documentation and activities in support of all deliverables are provided, including proposed schedule and work breakdown structure. The final overall approach, work plan, fully developed schedule and accompanying documents must be reviewed, assessed, and approved by OCLA and the CLNS Update Committee.

Deliverable #2 – Present Updated Socio-Economic and Demographic Data on Washington State Low-Income Populations, Including Target Sub-Populations

Due: January 31, 2014

The Vendor will analyze and present current socio-economic and demographic data for the low-income population in Washington State. The data will be presented in an aggregated format for the general low income population and disaggregated by target sub-demographic group. The objective is to provide socio-economic and demographic context for the substantive research effort.

Acceptable Submission

A report and associated charts/graphs showing key demographic and socio-economic indicators for Washington State's low-income population by location, demographic and sub-demographic groups

Deliverable #3 – Completion of Focus Groups; Report on Principal Findings; Completion of Survey Research Instruments

Due: April 18, 2014

The Vendor will work with the CLNS Update Committee's Methodology and Outreach Work Groups and the Technical Advisory Group to identify and conduct outreach to targeted segments of the low-income community and recruit, facilitate and report findings from a series of community based focus groups held throughout the state. Information generated from these focus groups will be used to further refine the focus of the research effort and inform the development of the final research instruments consistent with overall project scope and focus.

Acceptable Submission

A written report documenting completion of focus groups including the date and location of each focus group; reports on focus group outreach and participation and documents key findings; and submission of final research instruments. The report shall incorporate, transcripts, recordings, notes and/or summaries of focus group meetings, lists of participants, copies of materials used, a synthesis of the key findings both at the individual focus group level and in the aggregate.

Deliverable #4 – Completion of Individual Survey

Due: October 15, 2014

The Vendor will conduct and certify that it has completed the survey of low-income individuals consistent with the methodology and protocols approved by the CLNS Update Committee. The certification will confirm that the Vendor has achieved target contact and participation rates for the general low-income population and discrete sub-demographic cohorts.

Acceptable Submission

A written report documenting completion of a sufficient number of individual surveys necessary to meet critical global and sub-demographic sample size requirements, methods employed, participation rates, penetration rates by means of engagement (e.g., face-to-face, telephone, web-based survey, etc.), geographic region and sub-demographic group, obstacles encountered and, if relevant, failure rates and perceived causes.

Deliverable #5 – Interim Report of Key Findings

Due: December 31, 2014

The Vendor will provide an interim report identifying initial key findings related to the primary areas of research inquiry focus.

Acceptable Submission

A written interim report that aggregates and provides insight into key initial findings in response to the core areas of research inquiry focus. The Interim Report must be accompanied by a complete data set of individual respondent-level survey responses, including variables that provide time, date, and other details of survey administration, and data set code book that defines variables and data values. The machine-readable data file must be in either SPSS, SAS, STATA, or Excel format.

Deliverable #6 – Delivery and Presentation of Final Report

Due: February 15, 2015

The Vendor will provide a final written report summarizing the key findings of the research effort within the context of the principal questions that served as the guideposts for the research effort. The Vendor will provide in-person presentations of the Final Report to the Washington Supreme Court, the CLNS Update Committee, the Washington State Access to Justice Board and the Washington State Civil Legal Aid Oversight Committee. The report will effectively summarize and present the information generated through and principal findings resulting from the research effort.

Acceptable Submission

A final written report (both narrative findings and relevant appendices) to be formally presented at a meeting of the CLNS Update Committee. The oral presentation shall include a PowerPoint or similar presentation of the study's principal findings.

IX. Period of Performance

The period of performance for this engagement is anticipated to begin on December 20, 2013 and end by March 15, 2015.

X. Cost Proposal

Requirement

Vendors are required to submit a cost proposal under separate cover, based on the instructions, requirements, and worksheets discussed in the following sections.

Pricing Instructions

Vendors must submit information detailing the proposed pricing of the professional services. OCLA reserves to itself, the CLNS Update Committee and other designated representatives the right to review all aspects of the cost proposal for reasonableness and to request clarification of any proposal where the cost

component shows significant and unsupported deviation from the Vendor's proposal, industry norms, or in areas where detailed pricing is required and has not been provided.

OCLA reserves the right to offer finalists a chance to submit a best and final offer, including additional discounts, benefits, cost reductions, or savings that were not previously presented in the initial submission. Vendors are not required to submit a best and final offer and may submit a written response notifying OCLA that their response remains as originally submitted.

Cost Categories

OCLA intends to enter into a Deliverables-Based contract for the services described in this RFP. Vendors shall provide an overall price for the project and each of its discrete components.

Vendors must provide the necessary detail within each cost category as required to properly document the proposed price. The cost category details shall conform to the proposal, as to allow the evaluator a means of cross-walking pricing detail to the service or product being provided.

Prices quoted must remain fixed for the duration of the contract executed as a result of this RFP.

The cost categories are as follows:

1. Professional Services

Vendors shall outline costs associated with the provision of professional services associated with each deliverable including, if applicable, billing rates and differentials attributable to specific project staff.

2. Project Costs

Vendors shall provide a pricing worksheet outlining all other project costs and expenses, which will include all travel, lodging and per diem expenses and any applicable taxes, participation incentives and other costs associated with securing the level of respondent participation required by the approved methodology. If Vendor identifies additional cost categories, those additional cost categories will be included with the appropriate explanation.

Project costs and related expenses must be categorized based on the milestones or tasks accomplished as presented in each Vendor's implementation plan.

Payment Schedule

OCLA will pay for each stage of the project upon demonstrated completion and acceptance of each deliverable.

As outlined in Section IV.C above, OCLA reserves the right to stage the engagement as funding becomes available, and to sequence contracting accordingly.

XI. RFP Administration and Instructions to Vendors

RFP Coordinator

Upon release of this RFP, all Vendor communications concerning this acquisition must be directed to the RFP Coordinator listed on Page 2 of this document.

Unauthorized contact regarding this RFP with members of the CLNS Update Committee or other Washington State Judicial Branch employees may result in disqualification. Contact is considered authorized only if the Vendor is referred to another Judicial Branch employee by the RFP Coordinator. **Verbal communications will be considered unofficial and non-binding on OCLA and the CLNS Update Committee.** Only written statements issued by the RFP Coordinator may be relied upon.

RFP Questions

Specific questions concerning the RFP must be submitted to the RFP Coordinator by e-mail no later than the listed date in the RFP Schedule. Questions will not be accepted beyond this date. Questions and responses may be posted at the CLNS Project website. Verbal responses given to any questions are to be considered preliminary and non-binding. Only written responses to questions will be considered official.

Proposal Response Date and Location

The Vendor's Proposal, in its entirety, must be received by the RFP Coordinator by 4:00 p.m. PST on November 1, 2013. Responses shall be submitted via e-mail. Faxed proposals WILL NOT be accepted. Vendors have the duty to confirm timely receipt of the Proposal by the RFP Coordinator.

Proposal Format

Vendors must submit their Proposals electronically in PDF format. Proposals must be reproducible upon receipt by the RFP Coordinator on standard 8-1/2 by 11 inch paper.

Proposal Requirements and Content

See Appendix A.

Costs of Preparing Proposals

Vendors shall assume all costs associated with preparing Proposals submitted in response to this RFP.

Proposals Property of the OCLA and the CLNS Update Committee

All Proposals, accompanying documentation and other materials submitted in response to this RFP shall become the property of OCLA and will not be returned.

Acceptance of RFP Terms

A Proposal submitted in response to this RFP shall be considered a binding offer. Acknowledgement of this condition shall be indicated in a letter of submittal (see Appendix A). A Vendor must clearly identify and thoroughly explain any variations between its Proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

XII. Contract

OCLA intends to select one Vendor with which to contract for the research contemplated in this RFP. For joint proposals, OCLA will contract with only one Professional Services Provider, and the Professional Services Provider will enter into a subsequent agreement with the 3rd party service provider.

As noted in Section IV.C, the effort may be staged into discrete components depending upon funds availability.

Insurance (A.K.A. Worker's Compensation)

The successful Vendor shall secure and maintain in full force and effect industrial insurance coverage for the Contractor's employees, as may be required by an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Vendors shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best Reports*. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to the OCLA within one (1) business day of Vendor's receipt of such notice. Failure to secure and maintain the required insurance may, at OCLA's sole option, result in this contract's termination.

Contract Amendment

Additional services that are appropriate and related to the scope of this RFP, as determined by OCLA and the CLNS Update Committee, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

RFP Amendments

OCLA reserves the right, at any time before execution of a contract, to amend all or a portion of this RFP. Amendments will be posted on CLNS Update Project website. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

Proprietary Information/Public Disclosure

Information contained in the Proposal that is considered by the Vendor to be proprietary and exempt from disclosure under the Washington State Public Records Act, [chapter 42.56 RCW](#), must be clearly designated. Each page must be identified by the word “confidential” printed in the lower right hand corner of the page and the particular exception from disclosure upon which the Vendor is making the claim shall be referenced below the word “confidential.” Marking of the entire Proposal as proprietary will neither be accepted nor honored. If a request is made to view or obtain a copy of a Vendor’s Proposal, OCLA will comply with applicable public disclosure requirements. If any information in the Proposal is marked as proprietary, the affected Vendor will be given notice and an opportunity to seek an injunction or restraining order against the requested disclosure.

RFP Amendments/Cancellation/Reissue/Reopen

OCLA reserves the right to change the RFP Schedule or issue amendments to this RFP at any time. OCLA also reserves the right to cancel or reissue the RFP.

Minor Administrative Irregularities

OCLA reserves the right to waive minor administrative irregularities contained in any response.

No Obligation to Enter a Contract

The release of this RFP does not compel OCLA to enter into any contract.

OCLA reserves the right to refrain from contracting with any Vendor that has responded to this RFP, whether or not the Vendor’s Proposal has been evaluated and whether or not the Vendor has been determined to be qualified. Exercise of this reserved right does not affect OCLA’s right to contract with any other Vendor.

OCLA and the CLNS Update Committee reserve the right to request an interview with any Vendor who is a prospective contractor prior to entering a contract with that Vendor. If a Vendor declines the request for an interview for any reason, the Vendor will be eliminated from further consideration.

Advance Payment

OCLA will not make advanced payment for services being procured under this solicitation.

XIII. Submission of Proposals

Proposals must be prepared and received by the RFP Coordinator no later than 4:00 p.m. PST on November 1, 2013.

Vendors should allow sufficient time to ensure timely receipt by the RFP Coordinator. Each Vendor assumes the risk of delivery and for any delay in the delivery of the Vendor's proposal.

OCLA will disqualify any proposal and withdraw it from consideration if it is received after the proposal submission due date and time. All proposals and any accompanying documentation become the property of OCLA and will not be returned.

Non-responsive Proposals

All proposals will be reviewed by the RFP Coordinator, in conjunction with members of the CLNS Update Committee, to determine compliance with the administrative requirements and instructions specified in this RFP. OCLA may reject or withdraw a proposal at any time as non-responsive for any of the following reasons:

- Incomplete proposal
- Submission of alternative proposals
- Failure to meet the Minimum Qualifications as outlined in Section IV of this RFP
- Submission of incorrect, misleading, or false information
- The cost of the proposal exceeds the amount of funding available

OCLA and the CLNS Update Committee expressly reserve the prerogative to request supplementation of any proposal that is deemed to be technically non-responsive but substantively responsive to this RFP.

Joint Proposals

OCLA will enter into one contract for the research services being procured under this RFP. If you submit a joint proposal, with one or more other Vendors, you must agree to designate a Professional Services Provider as the prime Vendor. The

prime Vendor will be OCLA's sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

Withdrawal of Proposals

Vendors may withdraw a proposal at any time following its submission up to the proposal submission date and time specified in the Procurement Schedule. A written request signed by an authorized representative of the Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the proposal submission date and time.

XIV. RFP Evaluation

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this procurement and any amendments issued. The evaluation will be performed in the following phases:

Phase 1 – Qualification Review

Each Proposal will first be screened to determine if the Vendor meets the Minimum Qualifications and complied with the pertinent instructions found in this RFP. If the Vendor's proposal is incomplete or the response is not organized as requested, OCLA may, at any time, consider the proposal non-responsive and withdraw it from consideration. Proposals that comply with the pertinent instructions and meet the minimum qualifications will move to Phase 2 in the evaluation process for assessment and scoring. OCLA and the CLNS Update Committee expressly reserve the prerogative to request supplementation of any proposal that is deemed to be technically non-responsive but substantively responsive to this RFP.

The RFP Coordinator, in consultation with members of the CLNS Study Update Committee and, as appropriate, other professionals, will review the following and then forward the proposal to the evaluation team for review, evaluation, assessment and scoring:

- The Minimum Qualifications of the Vendor to provide the required services based on the Vendor's response to Section 4 of the RFP
- Appendix A, Section 1 – Submittal Letter
- Professional Services
- Cost Proposal
- Recent Relevant Research Projects
- Reference Checks

Phase 2 – Assessment and Scoring

The following weighting will be assigned to the Proposal for evaluation purposes:

Professional Services – 75%

Consists of evaluating the Vendor's overall proposal, lead and support personnel, internal capability to carry out this research project and meet the deliverable schedule, company management, project management practices (including capacity to work effectively with OCLA, the CLNS Update Committee and key support professionals), relevant research experience, references, and financial capability.

Cost Proposal – 25%

References [top-scoring Proposal(s) only] – Pass/Fail

References will be contacted for the top-scoring Proposal(s) only and will then be scored on a pass/fail basis.

In-Person Presentations

In-person presentations may be required of the finalist(s) after evaluation of the written proposals. In-person presentations, if any, will be held during the week of November 18, 2013 and will be conducted in Olympia, WA. OCLA and the CLSN Update Committee reserve the right to conduct the in-person interview via teleconference. Commitments made by the vendor at the in-person presentation, if any, will be considered binding.

The CLNS Update Committee members will conduct the in-person presentations. Vendors are required to have principal project staff people participate in the presentations. Vendors should expect to tailor their presentations to follow a specific script and to respond to any questions posed. The prescribed script for the presentation will be provided to the finalist(s) in advance.

The Apparent Successful Vendor will be determined after completion of the in-person presentations and reference checks.

The subtotal score for the written Proposal will be the average of the scores of the evaluators who review the written Proposal. The final total Proposal score will be the average points awarded for the written Proposal, plus the response for references.

XV. Post-RFP Evaluation

Notification of Apparently Successful Vendor(s)

The Apparently Successful Vendor and Apparently Unsuccessful Vendors will be notified via e-mail.

Debriefing of Unsuccessful Vendors

Vendors who submitted responses that were not selected will be given the opportunity for a debriefing conference. A request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the notification to Unsuccessful Vendors is e-mailed to Vendors. The debriefing must be held within five (5) business days of the request.

Discussion at the debriefing conference will be limited to the following:

1. Evaluation and scoring of your Proposal
2. Critique of your Proposal based on evaluators' comments
3. Review of your final score in comparison with other Vendors' final scores without identifying the Vendors

Protest Procedures

In order to submit a protest under this RFP, a Vendor must have submitted a Proposal for this RFP, and have requested and participated in a debriefing conference. Vendors submitting a protest to this procurement shall follow the procedures described herein or their protest will not be considered. This protest procedure constitutes the sole administrative remedy available to the Vendor under this procurement.

1. Grounds for Protest

A protest may be made based on these grounds only:

- Arithmetic errors were made in computing the score
- Failure to follow the procedures established in this RFP document, or to follow applicable state or federal laws or regulations
- Bias, discrimination, or conflict of interest on the part of the evaluators

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, a conflict of interest, or non-compliance with procedures described in the procurement document shall be considered.

2. Protest Form and Content

A protest must state all the facts and arguments upon which the protest is based, and/or the ground for your protest. It must be in writing and signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, the protest must include:

- The name of the protesting Vendor, mailing address, email address, and phone number, and the name of the individual responsible for submission of the protest
- The RFP number and name of the issuing agency
- A detailed and complete statement of the specific action(s) under protest
- The grounds for the protest
- Description of the relief or corrective action requested

You may attach to your protest any documentation you offer to support your protest.

3. Submitting a Protest

Protests will not be accepted prior to selection of the Apparently Successful Vendor. The protest must be in writing and must be signed. You must email mail your protest to the RFP Coordinator and ensure that the protest has been received by the RFP Coordinator by either written or emailed acknowledgement of receipt. The RFP Coordinator must receive the written protest within five (5) business days after the debriefing conference.

In the event a protest may affect the interest of any other Vendor, such Vendor(s) will be given the opportunity to submit their views and any relevant information on the protest to the RFP Coordinator.

4. Protest Coordinator

Mr. Ramsey Radwan, Director of Management Services at the Washington State Administrative Office of the Courts, shall serve as the Protest Coordinator to review protests that arise under this RFP.

5. Protest Process

The RFP Coordinator will forward the protest to the Chair of the CLNS Update Committee and the Protest Coordinator along with copies of the following:

This RFP and any amendments

- The protestant's proposal
- The evaluators' scoring sheets
- Any other documentation showing evaluation and scoring or the proposal

Upon receipt of a protest, a protest review will be held by the Protest Coordinator to review the procurement process utilized. This is not a review of responses submitted or the evaluation scores received. The review is to ensure that procedures described in the procurement document were followed, all requirements were met, and all Vendors were treated equally and fairly. This is a record review process. An in-person hearing will not be offered.

The Protest Coordinator will follow these procedures in reviewing the protest:

- Conduct an objective review of the protest, based on the contents of the written protest and the above materials provided by the RFP Coordinator
- Send the protesting Vendor a written decision within five (5) business days after receiving the protest, unless more time is required to review the protest and make a determination. The protesting Vendor will be notified by the RFP Coordinator if additional time is necessary.

The Protest Coordinator will make a final determination on the merits of the protest and will either:

- a. Find that the protest lacks merit and uphold the results of the RFP process;
- b. Find that any errors in the RFP process did not influence the outcome of the RFP, and uphold the results of the RFP process; or
- c. Find merit in the protest and provide options for corrective action by OCLA, which may include:
 - That OCLA and the CLNS Update Committee correct any errors and re-evaluate all proposals affected by its determination of the protest
 - That OCLA and the CLNS Update Committee reissue the RFP document
 - That OCLA and the CLNS Update Committee make other findings and take such action as may be appropriate

XVI. Execution of the Contract: Process and Reservation of Rights

The Apparently Successful Vendor will be expected to sign a contract with OCLA and any subsequent amendments that may be required to address specific work or services as needed.

OCLA reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP, the terms of the proposal and other considerations relevant to the overall purpose and objectives of this research project.

If the Vendor fails or refuses to sign the contract or any subsequent amendment within five (5) business days of delivery, OCLA may elect to cancel the award and may award the contract to the next highest-ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of OCLA.

XVII. Contract Terms and Conditions

The Vendor selected will be expected to enter into a contract with OCLA which will contain Special Terms and Conditions related to this RFP as well as general contract terms and conditions. The Special Terms and Conditions will be based on the services to be provided as described in this RFP. **In no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFP.** The general terms and conditions are attached as Appendix B.

Hardware and Software Responsibility

The Vendor shall ensure that its representatives have the hardware and software necessary to complete the engagement. OCLA will not supply hardware, software or a network connection to the Vendor unless specifically agreed to in writing.

XVIII. Appendices

Appendix A – Vendor Response Checklist

- Submittal Letter
- Cost Proposal
- References and Resumes

Appendix B – General Terms and Conditions

XIX. Attachments

Attachment 1 - Civil Legal Needs Study Update Committee Roster

Appendix A - Checklist

A. Submittal Letter (containing the following information)

1. Vendor Name.
2. Contact name, address, telephone number and e-mail address of vendor's point of contact.
3. Provide a statement that no assistance in preparing the response was received from any current or former employee of the Washington State Office of Civil Legal Aid (OCLA) whose duties relate(d) to this RFP, unless such assistance was provided in his official public capacity and that neither such employee nor any member of his immediate family has any financial interest in the outcome of this RFP.
4. If the vendor has had a contract terminated for cause during the past five (5) years, describe all such incidents, including the other parties' names, addresses, and telephone numbers. Present the vendor's position on the matter. Termination for cause is defined as notice to stop performance or delivery due to vendor's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the vendor to be in cause. If the vendor has had no such terminations for cause in the past five (5) years, so state. Poor contract performance may cause the vendor to be eliminated from consideration. FAILURE TO DISCLOSE will result in disqualification of the vendor and, if applicable, may be grounds for termination of any contract entered with the vendor.
5. Explicit agreement from vendor to adhere to all terms and conditions expressed herein.
6. Provide a statement that the price quoted in Cost Proposal constitutes a firm offer valid for ninety (90) days from the proposal due date.
7. A section detailing how the vendor meets each of the requirements under the Minimum Qualifications Section of this RFP.
8. The bidder must disclose any and all judgments, pending or expected litigation. If no such condition is known to exist, the bidder shall warrant as such in a statement.

Provide the earliest date on which you could begin work. Also include a range of subsequent possible start dates, in the event OCLA is unable to begin on your earliest date. Explain the risks to the OCLA associated with these dates, if any.

B. Cost Proposal

1. Cost proposals must itemize the basis for the pricing of services.
2. The Office of Civil Legal AID (OCLA) intends to enter into a Deliverables-Based contract for the Professional Services described in this RFP. Each

deliverable must be priced. Using the grid format below, provide a fixed bid for the six work deliverables listed in the RFP. Billing for the following activities will be based on the fixed bid with payment based upon completion of each of six deliverable and OCLA formal written acceptance of the deliverables associated with each of the six deliverables.

	<i>Cost per Work Deliverable and Fixed Price Total Bid</i>
<i>Project</i>	
<ul style="list-style-type: none"> • <i>Work Deliverable 1 – Finalize Research Methodology and Timelines</i> 	_____
<ul style="list-style-type: none"> • <i>Work Deliverable 2 – Present Updated Socio-Economic and Demographic Data on Washington State Low-Income Populations, Including Target Sup-Populations</i> 	_____
<ul style="list-style-type: none"> • <i>Work Deliverable 3 – Completion of Focus Groups; Report on Principal Findings; Completion of Survey Research Instruments</i> 	_____
<ul style="list-style-type: none"> • <i>Work Deliverable 4 – Completion of Individual Survey</i> 	_____
<ul style="list-style-type: none"> • <i>Work Deliverable 5 – Interim Report of Key Findings</i> 	_____
<ul style="list-style-type: none"> • <i>Work Deliverable 6 – Delivery and Presentation of Final Report</i> 	_____
<i>Total Fixed Price Bid:</i>	_____

Note that all travel and material expenses and taxes must be incorporated into the fixed bid and must not be billed separately. Bids that propose separate billing for travel, material expenses or any other costs above the fixed bid may be considered non-responsive.

3. Relevant Research Work

Complete the following table for at least three recent and relevant research projects, with emphasis on projects of a similar scope and focus (if any). Add additional projects if you wish. Provide a full electronic copy of the final report resulting from the research projects identified in response to this requirement.

Project Name:
Start and End Date:
Customer:
Project Description, Role of Firm, and End Product/Result:
Proposed Team Members Who Were Involved in the Project:
List Subcontractors and Describe Their Involvement with the Project:
Project Name:
Start and End Date:
Customer:
Project Description, Role of Firm, and End Product/Result:
Proposed Team Members Who Were Involved in the Project:
List Subcontractors and Describe Their Involvement with the Project:
Project Name:
Start and End Date:
Customer:
Project Description, Role of Firm, and End Product/Result:
Proposed Team Members Who Were Involved in the Project:
List Subcontractors and Describe Their Involvement with the Project:

4. Resumes of All Consultants that Will Be Providing Professional Services to this Project.

**Washington State
Office of Civil Legal Aid
1206 Quince Street SE
PO Box 41183
Olympia, Washington 98504-1183**

**Exhibit B
GENERAL TERMS AND CONDITIONS
Personal Services Contract – PSC _____**

ACCESS TO DATA: In compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this Contract to OCLA, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, recommendations of the Contractor's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED: No payment in advance or in anticipation of services to be provided under this Contract shall be made by the Washington State Office of Civil Legal Aid (OCLA).

AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35: The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ANTI-TRUST ASSIGNMENT: The Contractor assigns to OCLA any and all claims for price fixing or overcharges, which arise under the anti-trust laws of the State of Washington, relating to goods, products, or services purchased under this Contract.

CHANGES AND MODIFICATIONS: Any change or modification to this Contract must be in writing and signed by both parties.

CONFLICT OF INTEREST: OCLA may, by written notice to the Contractor, terminate this Contract if it is found after due notice and examination by OCLA that there is a violation of the Ethics in Public Service Act, chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, OCLA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies reserved by OCLA in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

CONTRACT MANAGEMENT: The Contract manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract. Contract Managers' contact information is set forth in the main body of the contract called "Designated Contact." Invoices and bills should be sent to OCLA, Financial Services whose address is set forth in the main body of the Contract.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. In lieu of the original, a facsimile or scanned copy of the original shall be as effective and enforceable as the original. Subject to refuting evidence, a facsimile or .PDF signature shall be deemed an original for purposes of evidencing execution of this Agreement.

COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commissions, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for purposes of securing business. OCLA shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES: In the event a bona fide dispute concerning a question of fact arises between the Contractor and the OCLA and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.

Time is of the essence in resolving disputes. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three Business Days.

Then, both parties shall have three Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after the three Business Days, an objective and unbiased dispute resolution panel may be requested in writing by either party who shall also identify the first panel member. The panel member must be a resident of Washington State, must not be employed by the party and must not have any type of affiliation through agency, retainer, or subcontracting with the party.

Within three Business Days of receipt of the initiating party's request, the responding party will designate a panel member. The panel member must be a resident of Washington State, must not be employed by the party and must not have any type of affiliation through agency, retainer, or subcontracting with the party. The two chosen panel members will appoint a third individual to the dispute resolution panel within the next three Business Days. The third panel member must be a resident of Washington State, must not be employed by either party and must not have any type of affiliation through agency, retainer, or subcontracting with either party.

The dispute resolution panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the dispute resolution panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a dispute resolution panel whenever possible.

OCLA and the Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract which are not affected by the dispute.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR or mediation method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW: This Contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The Contractor by execution of this Contract acknowledges the jurisdiction of the courts of the state of Washington in this matter.

INDEMNIFICATION: The Contractor shall defend, protect, and hold harmless the state of Washington, OCLA, or any employees thereof, from and against all claims, suits or actions arising from the Contractor's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any kind. Contractor shall be required to indemnify, defend, and hold OCLA harmless only to the extent a claim is caused in whole or in part by negligent acts or omissions of Contractor, Contractor's agents, employees or subcontractors.

INDEPENDENT CAPACITY OF THE CONTRACTOR: The Contractor and his or her employees or agents performing under this Contract are not employees or agents of OCLA. The Contractor will not hold himself/herself/itself or its employees out to be an officer or employee of OCLA or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under chapter 28B.16 RCW or chapter 41.06 RCW or which would accrue to an employee of the Judicial Branch specifically exempted by chapter 41.06 RCW. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE: Prior to performing work under this agreement, the Contractor shall provide or purchase industrial insurance coverage for

the Contractor's employees, as may be required by an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. Should the Contractor fail to secure industrial insurance or fail to pay premiums, as may be required under Title 51 RCW, OCLA may deduct the amount of premiums and any penalties owing from the amounts payable to the Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the OCLA.

OCLA will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this 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. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Contract, those payments shall be made by the Contractor. Failure to make such payment shall be cause to terminate this Contract for cause.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

LICENSING, ACCREDITATION AND REGISTRATION: The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.

LIMITATION OF AUTHORITY: Only the OCLA Director or his delegate (delegation to be made in writing prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract on behalf of OCLA. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the OCLA Director or his delegate.

NONASSIGNABILITY: Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor.

NONDISCRIMINATION: During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS: In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with OCLA. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

PERSONALITY RIGHTS: OCLA must obtain the Contractor's prior approval before use of the Contractor's name, voice, signature, photograph or other likeness in conjunction

with services provided under this Agreement and to videotape or audio record the presentation. Such approval shall not be unreasonably withheld.

PRIVACY PROTECTION: Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The OCLA reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this Contract. The monitoring, auditing or investigating may include but is not limited to “salting” by the OCLA. Salting is the act of placing a record containing unique but false information into a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the OCLA for any damages related to Contractor's sole unauthorized use of personal information.

PUBLICITY: The Contractor agrees to submit to the OCLA all advertising and publicity matters relating to this Contract in which OCLA's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of OCLA.

RECORDS, DOCUMENTS, AND REPORTS: The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the OCLA, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other material relevant to this Contract for six years after settlement, and make them available for inspection by persons authorized in this provision.

REGISTRATION WITH DEPARTMENT OF REVENUE: The Contractor shall complete registration with the State of Washington, Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

RIGHT OF INSPECTION: The Contractor shall provide right of access to its facilities to OCLA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

RIGHTS IN DATA: The Contractor shall own all rights, title and interest in and to all materials developed and delivered under this Contract. The Contractor grants to the OCLA an irrevocable, royalty-free, perpetual license to copy, use, distribute, and modify all materials developed and delivered under this Contract for use in service of OCLA's statutory activities. This license does not include the right to sub-license, sell or otherwise transfer the materials or any rights to the materials to any other person or organization for any purpose without the express written authorization of the Contractor.

Materials provided by OCLA to the Contractor remain the sole property of OCLA and cannot be used by the Contractor for purposes beyond this Contract without the express written authorization of OCLA.

SAFEGUARDING OF INFORMATION: The use or disclosure by the Contractor of any information obtained as a result of performance under this Contract concerning OCLA the Civil Legal Needs Study Update Committee for any purpose not directly connected with the administration of OCLA's, the Update Committee's or the Contractor's responsibilities with respect to services provided under this Contract is prohibited except by written consent of OCLA.

SAVINGS: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, OCLA may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. Under this scenario, Contractor shall have the right to bill and will be paid for completed and accepted deliverables as set forth in the Statement of Work.

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 other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

SUBCONTRACTING: Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from OCLA.

TERMINATION:

A. Termination for Default: OCLA may, by written notice, terminate this Contract, in whole or in part, for failure of the Contractor to perform any of the obligations or provisions required by the contract. In the event of 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 the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is

determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or Subcontractor's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience. Contractor shall be liable for any damages that results from termination of this Contract due to failure to meet the deadlines and criteria in _____.

B. Termination for Convenience: Except as otherwise provided in this Contract, either party may terminate this Contract by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this Contract is so terminated, OCLA shall be liable only for payment for deliverables completed and accepted prior to the effective date of termination.

TERMINATION PROCEDURE: Upon termination of this Contract, OCLA, in addition to any other rights provided in this Contract, shall require the Contractor to deliver any property specifically produced or acquired for the performance of such part of the contract that has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

OCLA shall pay to the Contractor the agreed upon price for deliverables completed and accepted by OCLA (as defined in the Statement of Work Section of this Contract), and the amount agreed upon by the Contractor and the OCLA for (i) completed work and services for which no separate price is stated, (ii) other property or services which are accepted by OCLA, and (iii) the protection and preservation of property, unless the termination is for default, in which case the parties to this Contract shall mutually determine the extent of liability of OCLA.

The rights and remedies of OCLA provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. After receipt of notice of termination, and except as otherwise directed by OCLA, the Contractor shall:

- A.** Stop work under this Contract on the date and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- C.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts;
- D.** Transfer title to OCLA and deliver in the manner, at the times, and to the extent directed by the OCLA any property which, if the contract had been completed, would have been required to be furnished to OCLA;

- E. Complete performance of such part of work as shall not have been terminated by OCLA; and
- F. Take such actions as may be necessary, or as OCLA may direct, for the protection and preservation of the property related to this Contract which is in possession of the Contractor and in which OCLA has or may acquire an interest.

TREATMENT OF ASSETS: Title to all property furnished by OCLA shall remain with OCLA. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in OCLA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the OCLA upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by OCLA in whole or in part, whichever first occurs.

Any property of OCLA furnished to the Contractor shall, unless otherwise provided or approved by OCLA, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of OCLA which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any OCLA property, the Contractor shall notify OCLA and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to OCLA all property of OCLA prior to settlement upon completion, termination or cancellation of this Contract.

WAIVER: Waiver of any default of any term or condition of this Contract shall not be deemed to be a waiver of any other prior or subsequent default. Waiver of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Contract unless stated to be such in writing, signed by the both parties to this Contract and attached to the original contract.

LIMITATIONS ON LIABILITY: The parties agree that neither the Contractor nor OCLA shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Review of Contractor's

Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor nor OCLA shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor or OCLA. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, Purchaser, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, the Contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit the Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

ATTACHMENT 1

2014 CIVIL LEGAL NEEDS STUDY UPDATE COMMITTEE

ROSTER

- Justice Charles Wiggins, Chair (Supreme Court of Washington)
- Hon. Robert Ferguson, Washington State Attorney General
- Justice Steven González (Supreme Court of Washington, representing the Access to Justice Board)
- Judge Lesley Allan (Chelan County Superior Court, representing the Civil Legal Aid Oversight Committee)
- Judge Lorraine Lee (Chief Administrative Law Judge, Office of Hearings and Appeals)
- David Keenan (the Orrick Law Firm, representing the Minority and Justice Commission)
- Ruth Gordon (Jefferson County Clerk, representing the Gender and Justice Commission)
- Justice Anita Dupris (Colville Tribal Court, representing the tribal justice communities)
- Elizabeth Thomas (K&L Gates, representing the Legal Foundation of Washington Board of Trustees)
- Ninfa Quiroz (SeaMar Community Health Centers, representing the western Washington human service provider community)
- Sally Pritchard (Spokane County United Way, representing the eastern Washington human services provider community)
- Virla Spencer (Spokane, representing the community of persons eligible for civil legal aid)