Request for Proposals (RFP)

RFP No.:	CLSM-2019-02
RFP Topic:	Evaluation for Legal Navigator
Issuance Date:	September 9, 2019
Deadline for Questions:	September 23, 2019
Deadline for Proposals:	October 21, 2019
Point of Contact:	Tyler Ellis, tellis@pewtrusts.org with a copy to ModernLegal-RFP@pewtrusts.org

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1. Introduction

The Pew Charitable Trusts ("Pew") is a global charitable and educational organization that applies a nonpartisan, rigorous, analytical approach to improve public policy, inform the public, and invigorate civic life. Pew partners with a diverse range of donors, public and private organizations, and concerned citizens who share its commitment to practical, fact-based solutions and goal-driven investments to improve society. Pew is a nonprofit organization and section 501(c)(3) public charity, with offices located in Philadelphia, Washington DC, Brussels, and London, and staff that span other regions of the United States, the European Union, and Australia. For more information about Pew, please visit www.pewtrusts.org.

Through its Civil Legal System Modernization ("CLSM") project, Pew seeks to support and evaluate efforts to deliver a modern legal system that is more accessible and effective, in part by implementing and evaluating innovative technology solutions. More information about the CLSM project is available at pewtrusts.org/modernlegal.

The purpose of this RFP is to solicit proposals under Pew's CLSM project for one or more independent evaluators to conduct evaluations of a pilot online legal assistance portal, the Legal Navigator (LN), led by two pilot states, Alaska and Hawaii. Organizations that submit proposals (Respondents) to this RFP are responsible for ensuring that their offers are received by Pew in accordance with the instructions, terms, and conditions described in this RFP. Failure to adhere with instructions described in this RFP may lead to disqualification of an offer from consideration.

2. Scope of Work

In 2018, Pew launched an initiative to direct national attention toward the problems in the United States (U.S.) civil legal system and promote the adoption of technologies to improve the experiences of Americans seeking to address civil legal issues.

The LN is an online legal assistance portal that allows users to: 1) ask a question about a potential legal issue; 2) refine, through an automated guided interview, the specific legal issue in their question; 3) learn about their options to address a legal issue; and 4) connect to the most appropriate form of assistance that can help with their issue. The LN was developed by the Legal Services Corporation (LSC), with technical consultation and support from Microsoft Corporation and Pro Bono Net. Since January 2019, LSC has been the primary responsible organization for managing the LN.

The vision for the LN was conceived at the Summit on the Use of Technology to Enhance Access to Justice, sponsored by LSC. People who turn to the internet to find information become overwhelmed by pages of results with no indication of whether they are getting the right information. And while each state has multiple websites providing information about its courts, legal aid services, and related resources, the variety of choices can be confusing and time-consuming to navigate. The Summit's report outlined the concept of a statewide mobile web access triaging portal that would be available in each state, that provides information anywhere, anytime to every person seeking assistance that is relevant to that person's needs, and that connects users, where appropriate, with assistance. The LN is one of several online legal assistance portals that have been launched by legal aid organizations across the U.S. to that carry out this vision.

Pew, in collaboration with LSC, is partnering with the courts and legal aid providers in Alaska and Hawaii to implement the LN in those two states. As these states launch LN in an effort to expand access to civil justice across their populations, court leaders, legal aid organizations, and other stakeholders want to know: does the LN improve access to, and the understanding of, civil legal information and resources?

Evaluating LN

Alaska and Hawaii will launch limited scope LN pilots in fall 2019, at which time we can begin to assess the efficacy and relevance of this new online tool. The goals of the evaluation are to:

- Gain an understanding of the LN's usage trends, the reach and efficacy of the intake tool, the ability of the portal to accurately assess users' needs, and if the LN refers users to the right information and/or services;
- Build the evidence base regarding the use of online legal assistance and information technology; and
- Gain actionable insights from the findings to improve the LN.

Below is a link to the still-in-development staging site for the LN to provide an idea of its layout and functionality of the site. When the site launches in fall 2019, we expect both Alaska and Hawaii to have legal content and resources for at least two of the following legal areas: family, housing, and money/debt/consumer issues.

Staging link: https://stage.legalnav.org/

We anticipate the pilot round—which will test the LN to determine if it is meeting the needs of its customers—in both states to last until December 2020 and attract approximately 200 users through outreach efforts being done in those states. Proposals should include a plan to recruit additional users, if needed, for each site—for example, through intermediaries such as a local library—and can include incentives for participation. Evaluators may engage subcontractors to conduct recruitment.

During the evaluation process (including recruitment) evaluators may need to engage with the Alaska Court System and the Legal Aid Society of Hawaii, who are the lead state partners for the LN in Alaska and Hawaii, respectively.

Potential Research Questions

With guidance from practitioners and research in the field, Pew compiled a preliminary list of possible research objectives and questions. The list is not meant to be exhaustive, and each question will also require tailoring to the content available in each state's LN, including platform features and issue area content.

Pew seeks proposals that examine the three (3) research topics outlined below. Respondents may choose to submit a proposal on one (1) or more of the topics, and address all or some of the questions listed for each topic. Each research question includes suggested sub-questions that will likely require different methodologies (e.g., surveys, interviews, etc.). Preference will be given to Respondents that propose to answer more of the questions listed within each topic. See Appendix E for data elements that will be captured in the LN and made available to evaluators through a Memorandum of Understanding between LSC and the evaluator.

Respondents are encouraged to offer additional research questions that fall inside the listed research objectives. Respondents can express interest in conducting studies that address more than one objective and/or that answer multiple questions.

For all research questions, respondents need to provide an explanation of how the questions can be addressed by specific study designs. If needed, LSC can connect evaluators with the LN developers to help execute certain methods, such as to build alternative portal pages to test use or navigation patterns. Each proposal should include a plan to share preliminary findings by September 2020 and final results by December 2020.

The final product of research topic I, II, and III should involve a report that details the research question(s), methods, limitations, and summary of findings that can be shared with the public.

Topic I: Performance Evaluation of the LN

Research Question 1: Is the LN platform and information accessible to users?
The LN was created with a user-centered focus to ensure its platform and content is accessible to individuals of varying demographics and who are not familiar with legal terminology and procedures. Testing accessibility may require mixed methods such as (but not limited to) in-person user observation and interviews, and surveys of users and user experience design experts about the LN. Examples of the kinds of research questions that could answer Research Question 1 include:

- Is the LN platform and content accessible to people with various abilities/disabilities, education, and reading levels?
- Do users understand the legal information and questions they are presented with throughout the LN?
- Are users satisfied with the LN and the information and connections they discover?
- Where do users exit the LN?
- Does changing the user interface design, or sequencing of information and features within the LN platform, effect users' decision-making within the LN?

The LN will include an integrated user experience survey (using Survey Monkey) that users can opt to complete. Answers to these questions could help evaluators assess Research Question 1. Evaluators will be will be responsible for designing the survey questions.

Research question 2: Does the LN provide timely and relevant resources?
A key purpose of the LN is to direct users to information about their legal issue faster and more accurately than if they performed a general internet search. The LN uses technology to diagnose people's legal problems and refer them to tools and services most appropriate to their circumstances and legal needs. Examples of the kinds of research questions that could answer Research Question 2 include:

- Is the information the LN provides after helping the user identify their legal issue appropriate to that issue?
- What legal topics are users seeking information on the most?
- What percentage of interactions with the LN are related to topics for which appropriate resources are not available?
- Are relevant service providers listed in LN?
- How accurate are the referral decisions made by the LN?
- What percentage of interactions with the LN result in inappropriate referrals or resources?

Topic II: Outcome Evaluation

Research Question 3: Do the LN users feel empowered to make an informed decision about their situation?
A central goal of the LN is to enable users to use information in the portal to make informed decisions about their potential legal issue. Examples of the kinds of questions that could address Research Question 3 include:

- Does the LN help increase users' understanding of their legal problem and what needs to be done to resolve it?
- What percentage of users took action as a result of the information provided on the LN?
- How confident did users feel about next steps after using the LN?

Research Question 4: How successful is the LN in helping users complete the process of a certain case type?
A goal of the LN is to help users get information on certain legal issues, such as filing for a divorce, on how to proceed with their case after filing. Examples of the kinds of questions that could address Research Question 4—which could entail, but does not require, a comparison to other forms of legal assistance—include:

- Were users of a certain case type able to identify, complete, and file the correct forms?
- Did users complete all steps in the case type personalized action plan up to initial hearing or other appropriate procedure?
- How long did it take users to resolve their legal issue after navigating through the entire LN process?
- Do LN users feel more confident about options/next steps than users who searched for information from other sources (e.g., court website, Google search, etc.)?

Topic III: Cost-Benefit Analysis

Research Question 5: Does the LN affect costs to state entities (legal aid, courts, and social service providers) and users?
A cost-benefit analysis will help legal aid organizations, state social services agencies, and state courts in Alaska and Hawaii understand if, and the extent to which, the LN provides a return on investment.

Quantifiable costs and benefits to state entities may include those directly attributed to LN implementation, such as costs of implementing the LN platform, and costs of staff time devoted to its implementation and upkeep.

Quantifiable user costs and benefits may include indirect costs associated with using the LN (Wi-Fi/data minutes fees) and money saved having a lawyer help them identify and prepare court documents that they could fill out and file on their own through the LN. We also anticipate nonmonetary benefits, such as time saved using the LN as opposed to a broader search engine and increased confidence about how to address a legal issue.

While a true cost-benefit analysis is not feasible during the pilot phase, CLSM is interested in the following:

1. What are the start-up costs of participation by the pilot states in LN? And what would be the marginal start-up costs for future LN sites?
2. When a true cost-benefit analysis becomes feasible, what quantifiable costs and benefits to legal aid and social services entities, state and local courts, and LN users could be measured?

3. RFP Process and Timeline

Expressions of interest: Any entity interested in submitting a proposal in response to this RFP must submit an expression of interest (EOI) on **September 20, 2019** by email to **Tyler Ellis (tellis@pewtrusts.org)** *with a copy to* **ModernLegal-RFP@pewtrusts.org**. Pew will only distribute additional clarifications and answers to questions to those entities that have submitted an EOI by such date. EOIs are not binding; submission of an EOI does not obligate a Respondent to submit a proposal. Any expression of interest must include, at a minimum:

- Entity's legal name; and
- Point of contact details, including name, phone number, and email address.

Pew will still consider final proposals from entities that have not submitted EOIs.

Questions: Questions or requests for clarification regarding the technical or administrative requirements of this RFP must be submitted on **September 23, 2019** by email to **Tyler Ellis (tellis@pewtrusts.org)** *with a copy to* **ModernLegal-RFP@pewtrusts.org**. Questions must be submitted in writing via email; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that Pew believes may be of interest to other potential respondents will be circulated to all RFP recipients who have indicated an interest in bidding. Pew will aggregate and anonymize the questions and issue a document containing answers to questions submitted by potential respondents.

Only the written answers issued by Pew will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from employees of Pew or any other entity should not be considered as an official response to any questions regarding this RFP.

Proposal Submission: All proposals must be submitted electronically (either in PDF or Microsoft Word document format) to **Tyler Ellis (tellis@pewtrusts.org)**, *with a copy to* **ModernLegal-RFP@pewtrusts.org**. **Proposals must be received on October 21, 2019**. Please reference the

RFP number in any response to this RFP. Respondents will be notified that their proposal has been received. Respondents who do not receive confirmation of receipt of their proposal before the deadline should not assume the proposal has been received and should resubmit. Offers received after the specified time and date will be considered late and will be considered only at the discretion of Pew.

By submitting a proposal, each respondent grants to Pew and its designees the right to duplicate, use, disclose, and distribute all materials (and information contained therein) submitted for purposes of evaluation, review, and/or research. In addition, each respondent guarantees that (1) it has full and complete rights to all information and materials included in the proposal and (2) all such materials are not defamatory and do not infringe upon or violate the privacy rights, copyrights, or other proprietary rights of any third party. Additionally, each respondent agrees to defend, indemnify, and hold harmless Pew with respect to any claims or losses arising from the aforementioned guarantees. Each respondent further agrees that any submission to Pew (including, without limitation, all materials and information contained therein) will become the property of Pew (not including any of respondent's pre-existing intellectual property rights contained in such submission), and Pew is not required to return any submitted materials to any respondent.

Timeline: The anticipated timeline for this RFP is outlined in the table below. All dates are subject to change at Pew's discretion.

Issuance of RFP	September 9, 2019
Deadline for notification of intent to submit a proposal	September 20, 2019
Deadline for questions regarding this RFP	September 23, 2019
Anticipated release of Pew's answers to questions raised	October 7, 2019
Deadline for submission of proposals in response to this RFP	**October 21, 2019**
Anticipated date of Pew's determination of finalists for award	November 11, 2019
Anticipated execution of award(s)	November 15, 2019
Anticipated start date of awarded agreement(s)	January 23, 2020

Proposal Validity: All proposals, including offered pricing, submitted in response to this RFP must be valid for at least one hundred and twenty (120) days following the RFP deadline for submission of proposals.

4. Proposal Submission Requirements

Proposals in response to this RFP must be submitted in PDF or Microsoft Office format, using 8.5" x 11" sized layouts. Proposals may not exceed fifteen (15) pages maximum (excluding attachments such as CVs and completed Provider Summary form). There are no additional requirements regarding format (margins, font size, etc.)

Proposals in response to this RFP must contain at least the following minimum information:

- **Technical proposal**: Provide a profile of your entity, articulate the approach and methodology for implementing your approach to the SOW requirements, describe past performance information of completed projects of similar size and complexity, and describe the capabilities of proposed staff. Please include the following information in the technical proposal, at a minimum:

- **Description of entity**: A description of your entity, its full legal name, a brief business history, and a point of contact for all proposal-related correspondence. Indicate the name of the researcher(s) involved. If you will rely on any subcontractors or non-employees to complete this project, please describe those entities here.

- **Proposed approach and methodology**: The proposal must describe the approach your organization proposes to follow to deliver the scope of work described in Section 2 ("Scope of Work") above. Describe the proposed research approach and methodology, including data sources. Please provide a significant amount of detail on the methodology and a brief description of how your organization approaches quality control of the research product (e.g., fact checking and data checking for accuracy, external review of draft product, etc.). If applicable, methodology should indicate how approval of an institutional review board will be secured. This section also should indicate any limitations to broader applicability of the findings (e.g., if only applicable to a specific geographic region or certain types of health care providers).

- **Work plan**: Delineate the deliverables to be created and tasks to be conducted and outline a timeline for completing those activities. The workplan must result in at least one document that could be publicly released; the author and type of publication will be determined during contracting. The timeline should indicate when Pew will review and deliver edits to drafts. Project deliverables must include submission of a detailed final report to Pew, with a collaborative review process conducted with Pew staff. Research teams are expected to provide Pew with regular updates, enlisting us in solving problems and removing obstacles that may interfere with research objectives, and communicate with us about research results as they are obtained. Specific deadlines for deliverables will be determined in consultation with Pew staff, depending on the project's scope and the timeline for other Pew activities. Interim public reports will be required.

- **Past performance**: Please include information for at least three (3) references for activities of similar technical scope and complexity. The information supplied must include (a) the organization name, address, contact person, and current email address and phone number; (b) a brief description of the work performed; (c) the duration (including the dates) of the work and value of the contract/agreement. Pew reserves the right to obtain past performance information from other sources in addition to those identified by the respondent. Pew shall determine the relevance of similar past performance information.

- **Personnel qualifications**: Competitive respondents will assemble a diverse team of experts to accomplish the breadth of work required under this RFP. Project teams will identify and establish a primary project director and fiscal agent for all subcontracts. Describe the qualifications of the key personnel involved in implementation of the SOW. Include short biographical summaries for each key personnel that specify the individuals' qualifications to implement the proposed approach. Provide a staffing plan that aligns with your approach to the project, including staff availability to complete the project in the designated timeframe, and their roles and time commitments to the project. Curricula vitae (CV) may be included for each key personnel in an attachment to the proposal, as needed; CVs do not count towards the overall page limit of the technical volume. Firms should also note any affiliates, sub-contractors, or subsidiaries that might be utilized and describe how the firm would interact with Pew using examples of similar engagements.

- **Cost proposal**: Provide a complete cost proposal using the budget template provided in Appendix B of this RFP, including all line items and following the instructions included therein. No cost information may be included in any other section of the proposal submission.

- **Provider Summary form**: Provide a completed copy of Pew's Provider Summary form found in Appendix D of this RFP.

- **Cover letter and conditions of agreement**: Respondents must include and complete the cover letter found in Appendix C ("Cover Letter for Proposals"). Please note that Appendix A ("Conditions of Agreement") of this RFP details some of Pew's standard terms and conditions that would govern any agreement resulting from this RFP. If a Respondent to this RFP cannot agree to any of these specific terms and conditions, it must adjust the cover letter language accordingly and provide (in an attachment to its proposal) a statement as to which condition(s) it cannot agree to, an explanation as to why (including citations to any relevant statutes that may govern such position), and what alternative language it can agree to with respect to the subject matter of the condition(s). Selection of a Respondent that proposes alternative or revised terms and conditions in its proposal shall not obligate Pew to consider or accept any such revised or proposed terms for inclusion in a definitive agreement.

5. Evaluation of Proposals

All proposals submitted in response to this RFP will be assessed on their responsiveness and relevance to the objectives and requirements stated in this RFP. Respondents must ensure that their proposal clearly articulates the approach and directly responds to this RFP. Pew will review all proposals and recommend award allocation, with final selection made by Pew at its sole discretion. Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFP, a proposal may be deemed "non-responsive" and thereby disqualified from consideration. Pew reserves the right to waive immaterial deficiencies at its discretion.

Proposals in response to this RFP will be evaluated by Pew based on the following criteria:

- **Approach and methodology**. How detailed is the proposal? Will the approach accurately and comprehensively meet the goals as outlined by Pew? How scientifically rigorous is the approach and will it accurately and comprehensively meet the goals outlined by Pew? How broadly applicable would the findings be? How would the findings complement, add to, and advance the current research in the field?

- **Staffing**. Who are the individuals dedicated to this project, and what are their qualifications? Do they have relevant subject matter expertise?

- **Timeline**. Is the proposed timeline appropriate and efficient? Does the proposed timeline realistically reflect the length of time required to execute the scope of work?

- **Past performance**. Does the organization or entity have prior experience conducting similar work? Does the organization have a proven track record of success in similar work?

- **Cost**. How competitive is the cost proposal? How detailed is the budget? Are the proposed costs reasonable?

- **Conditions of agreement**: Are there any terms or conditions that are problematic for the Respondent? Does the Respondent present any risk in terms of ability to comply with a resulting agreement?

Best-offer proposals are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, Pew reserves the right to conduct negotiations with and/or request clarifications from any Respondent prior to award. Respondents may be required to submit additional information during Pew's evaluation process. Upon completion of the review of all submissions—and a decision to proceed with the selected Respondent(s)—Pew will contact each Respondent to advise whether or not its submission has been accepted. All accepted submissions are subject to Pew's contracting process (as described in the "Conditions of Agreement" section below.

6. Award Process

IMPORTANT: Pew is not liable, financially or otherwise, for any costs associated with the preparation, submission, or presentation of any proposals in response to this RFP. This RFP does not constitute a binding agreement between Pew and any Respondent. Selected Respondent(s) will be required to enter into a contractual agreement with Pew upon award. Pew also retains the right to modify or cancel the RFP at any time at its sole discretion.

If a Respondent's proposal is selected for award, that selected respondent ("Selected Respondent") will be required to sign a binding Master Terms and Conditions (MTCs) and a Project Agreement (Project Agreement) that, together, are collectively referred to as the "Agreement." Until both Pew and the Selected Respondent have signed the Agreement, no express or implied commitment has been made by or on behalf of Pew to provide financial support. The Selected Respondent is not authorized to commence work until the Agreement is fully executed. If a Selected Respondent opts to commence work prior to execution of the Agreement, it does so at its own risk. No oral or written statement other than the signed, written Agreement will govern or modify the relationship.

In the event a proposal is selected for award and funding by Pew, a summary of some critical Conditions of Agreement that will govern the resulting Agreement are included in Appendix A. This is not an exhaustive summary of terms and conditions that will be included in the final Agreement. Pew reserves the right to add to and modify these terms and conditions. In addition, please note that if the Selected Respondent is organized outside of the United States or will be performing work internationally, additional terms and conditions may be required.

The Selected Respondent must be able to comply with a number of requirements that will be included in the Agreement, including but not limited to those set forth on Appendix A attached hereto. As noted above, if a respondent cannot agree to any specific term or condition of agreement set forth in Appendix A, it must provide (in an attachment to its proposal) a statement indicating which condition(s) it cannot agree to, an explanation as to why (including citations to any relevant statutes that may govern such position) and what it can agree to with respect to the subject matter of the condition(s). Selection of a respondent that proposes alternative or revised terms and conditions in its proposal shall not obligate Pew to consider or accept any such revised or proposed terms for inclusion in the Agreement.

Appendix A: Conditions of Agreement

In the event a proposal is selected for award and funding by Pew, a summary of some critical Conditions of Agreement that will govern the resulting Agreement are described below. This is not an exhaustive summary of terms and conditions that will be included in the final Agreement.

1. The Selected Respondent must make the following representations and warranties (among others): that (a) all work under the Agreement shall be performed, and the Work Product (as defined in the Agreement) be produced, in a professional manner consistent with reasonable commercial standards in its industry; and (b) the Selected Respondent's employees and/or subcontractors shall be experienced, properly trained, or otherwise qualified and capable of performing the work required by the Agreement.

2. The Selected Respondent must agree to the following indemnification provisions:

    a. The Selected Respondent shall indemnify, protect, defend and hold harmless Pew and its officers, directors, employees, agents, affiliates and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits and judgments, interest, and expenses including without limitation reasonable attorneys' fees and costs, arising from or relating to (i) Selected Respondent's breach of any provision, representation, warranty, covenant or obligation under the Agreement; (ii) Selected Respondent's performance under the Agreement and (iii) the intentional misconduct or negligent acts or omissions, of Selected Respondent or Selected Respondent's employees and/or subcontractors in connection with its performance under the Agreement.

    b. In the event that any federal, state or local government or administrative agency, or other regulatory entity, or any court determines that Selected Respondent or Selected Respondent's employees and/or subcontractors acted as an employee of Pew in conducting work under the Agreement, Selected Respondent (i) waives any and all claims that Selected Respondent may have as a result of any such determination and acknowledges that Selected Respondent agreed to work with the understanding that neither Selected Respondent nor its employees and/or subcontractors has any right or entitlement to any benefit under any of Pew's employee benefit plans or programs; and (ii) agrees to indemnify and hold Pew harmless from all liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Pew as a result of, or related to, such a determination.

3. Limitation of liability: Recourse against Pew under the Agreement shall in no event include incidental, consequential, special, punitive, or indirect damages.

4. The Selected Respondent must agree that (a) all Work Product (as defined in the Agreement) developed under the Agreement shall be either a "work owned by Pew" or a "work made for hire" for Pew under Section 101 of Title 17 of the United States Code as it now stands or as later amended, and (b) Pew will own the intellectual property created

under the Agreement. However, if Selected Respondent is awarded a grant to fund its own research project, these terms may change.

5. The Selected Participant also shall provide Pew, in a form satisfactory to Pew, a copy of any and all Datasets (as defined in the Agreement) and grant to Pew a nonexclusive, royalty-free, irrevocable, worldwide license to use Datasets for non-commercial purposes (and, if necessary, obtain such licenses for Pew from third parties).

6. At the Selected Respondent's expense, the Selected Respondent shall procure and maintain the following insurance coverages for itself and its employees, if any, during the term of the Agreement. Please note that these are minimum insurance requirements; there may be additional insurance requirements applied in the resulting Agreement, depending on the nature of scope of work to be performed.

    a. General Liability insurance covering bodily injury, property damage and contractual liability with limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate. Pew shall be added as an additional insured to the Selected Respondent's general liability insurance policy. The Selected Respondent's general liability insurance policy shall be primary, and Pew's insurance shall not contribute until the Selected Respondent's insurance is exhausted.

    b. Workers' Compensation insurance in accordance with the statutory requirements of the state or states in which the Selected Respondent will work under the Agreement, and Employer's Liability insurance of not less than $500,000 each accident for bodily injury by accident, and $500,000 each employee and policy limit for bodily injury by disease.

    Certificates of insurance evidencing the required coverages must be submitted to Pew before work may begin and Selected Respondent must certify that its permitted subcontractors, if any, have the required coverages. The Selected Respondent and its applicable insurance carriers must waive subrogation rights against Pew. The Selected Respondent will ensure that its insurance carriers notify Pew within thirty (30) days if any of the Selected Respondent's policies are canceled, not renewed, or materially altered.

7. The Selected Respondent must agree not to actively recruit anyone then currently working for Pew during the term of the Agreement, and for twelve (12) months thereafter.

8. The Selected Respondent must agree that the Agreement will be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and that the state and federal courts in Philadelphia, Pennsylvania will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to the Agreement, and that the Selected Respondent shall submit to the personal jurisdictions of such courts.

9. The Selected Respondent must not use the names, logos, or any other marks owned by or associated with Pew, including any Pew department or project name, for marketing or

advertising purposes, or on any form of publicity (including in the Selected Respondent's publicly distributed client lists, on the Selected Respondent's websites, or in any of the Respondent's other promotional materials) without Pew's prior written consent in each instance which consent may be withheld by Pew in its sole and absolute discretion.

Other material terms and provisions will be set forth in the Agreement provided to the Selected Respondent.

Appendix B: Budget and Payment Schedule Template

Detailed budget information must be provided in each proposal. Please use the below template for providing budget information. **Please note that for salary-related information, there are two different formats – one for non-profit [501(c)(3)] organizations and one for for-profit organizations.**

Format for salary-related information for **non-profit [501(c)(3)] organizations**:

Salaries	
[insert name], [insert title], at [insert daily rate] per day for [insert number] days per month for [insert number] months. Total number of days: [insert number]. *[daily rate example]*	$
[insert name], [insert title], at [insert daily rate] per day for [insert number] days per month for [insert number] months. Total number of days: [insert number]. *[daily rate example]*	$
Salaries Subtotal	***$***
Employee Benefits	
Based on [insert number]% of total salaries	$
Employee Benefits Subtotal	***$***
Indirects	
Based on [insert percent]% of total salaries and benefits	$
Indirects Subtotal	***$***

Format for salary-related information for **for-profit organizations**:

Salaries	
[insert name], [insert title], at [insert daily rate] per day for [insert number] days per month for [insert number] months. Total number of days: [insert number]. *[daily rate example]*	$
[insert name], [insert title], at [insert daily rate] per day for [insert number] days per month for [insert number] months. Total number of days: [insert number]. *[daily rate example]*	$
Salaries Subtotal	***$***

All organizations must provide their additional costs in the following format:

Travel	
{when there is one traveler use this format} $[insert amount per trip] for [insert number] trip(s) from [insert departure location] to [insert arrival location] to [insert purpose] for ([insert name if there is more than one person listed in the fees section]). Each trip includes: *{when there is more than one traveler use this format}*	$

$[insert amount per trip] per trip per person for [insert number] people ([insert names or describe the group of people]) for [insert number] trips from [insert departure location] to [insert arrival location] to [insert purpose]. Each trip includes: *{complete the relevant categories}* · $[insert total amount for airfare per trip] for roundtrip airfare · $[insert total mileage amount per trip] for mileage at approximately [insert number] miles per trip at $[insert IRS mileage rate] per mile · $[insert total amount for lodging per trip] for lodging at $[insert nightly rate] per night for [insert number] night(s) · $[insert total amount for meals per trip] for meals at $[insert daily rate] per day for [insert number] day(s) · $[insert total amount for ground transportation per trip] for [insert ground transportation type, e.g. taxi, car rental, subway, etc.] at $[insert daily rate] per day for [insert number] day(s)	
{when there is one traveler use this format} $[insert amount per trip] for [insert number] trip(s) to [insert location] to [insert purpose] for ([insert name if there is more than one person listed in the fees section]). Each trip includes: *{when there is more than one traveler use this format}* $[insert amount per trip] per trip per person for [insert number] people ([insert names or describe the group of people]) for [insert number] trips from [insert departure location] to [insert arrival location] to [insert purpose]. Each trip includes: *{complete the relevant categories}* · $[insert total amount for airfare per trip] for roundtrip airfare · $[insert total mileage amount per trip] for mileage at approximately [insert number] miles per trip at $[insert IRS mileage rate] per mile · $[insert total amount for lodging per trip] for lodging at $[insert nightly rate] per night for [insert number] night(s) · $[insert total amount for meals per trip] for meals at $[insert daily rate] per day for [insert number] day(s) · $[insert total amount for ground transportation per trip] for [insert ground transportation type, e.g. taxi, car rental, subway, etc.] at $[insert daily rate] per day for [insert number] day(s)	$
Travel Subtotal	***$***
Subcontracts/Subgrants	
[insert name], [insert title] ([insert location]), [insert brief description of what they will do] *Fees: $[insert total fee amount]* [insert number] days at $[insert daily rate] per day (approximately [insert number] days for [insert number] months) *Travel: $[insert total amount for travel]* *{when there is one traveler use this format}* $[insert amount per trip] for [insert number] trip(s) from [insert departure location] to [insert arrival location] to [insert purpose] for ([insert name if there is more than one person listed in the fees section]). Each trip includes: *{when there is more than one traveler use this format}*	

$[insert amount per trip] per trip per person for [insert number] people ([insert names or describe the group of people]) for [insert number] trips from [insert departure location] to [insert arrival location] to [insert purpose]. Each trip includes: *{complete the relevant categories}* · $[insert total amount for airfare per trip] for roundtrip airfare · $[insert total mileage amount per trip] for mileage at approximately [insert number] miles per trip at $[insert IRS mileage rate] per mile · $[insert total amount for lodging per trip] for lodging at $[insert nightly rate] per night for [insert number] night(s) · $[insert total amount for meals per trip] for meals at $[insert daily rate] per day for [insert number] day(s) · $[insert total amount for ground transportation per trip] for [insert ground transportation type, e.g. taxi, car rental, subway, etc.] at $[insert daily rate] per day for [insert number] day(s) *Meetings: $[insert total amount for meetings]* $[insert amount per meeting] to [choose one: host or attend] [insert conference name] to [insert purpose for meeting] for [insert number of people] to be held in [insert location] on [insert dates]. Costs include: *Complete the relevant categories* · $[insert total amount for event space per meeting] for event space at $[insert daily rate] per day for [insert number] day(s) · $[insert total amount for A/V per meeting] for Audio/Visual at $[insert daily rate] per day for [insert number] day(s) · $[insert total amount for food & beverage per meeting] for food and beverages at $[insert daily rate] per person per day for [insert number] day(s) · $[insert total amount for supplies per meeting] for [insert supply name, e.g., flipcharts and nametags] · $[insert total amount for registration fee] for meeting registration fee to attend [insert meeting/conference name] on [insert dates] for [insert names]	
Subcontracts Subtotal	***$***
Conferences and Meetings	
$[insert amount per meeting] to [choose one: host or attend] [insert conference name] to [insert purpose for meeting] for [insert number of people] to be held in [insert location] on [insert dates]. Costs include: *Complete the relevant categories and then delete the others* · $[insert total amount for event space per meeting] for event space at $[insert daily rate] per day for [insert number] day(s) · $[insert total amount for A/V per meeting] for Audio/Visual at $[insert daily rate] per day for [insert number] day(s) · $[insert total amount for food & beverage per meeting] for food and beverages at $[insert daily rate] per person per day for [insert number] day(s) · $[insert total amount for honoraria] for honoraria at $[insert daily rate] per person per day for [insert number] people · $[insert total amount for supplies per meeting] for [insert supply name, e.g., flipcharts and nametags] · $[insert total amount for 3rd party travel] for third-party travel costs for [insert number of people and description (e.g., researchers)] at $[insert amount] per person	

o $[insert total amount for lodging per trip] for lodging at $[insert nightly rate] per night for [insert number] night(s) o See additional examples in the travel section · $[insert total amount for registration fee] for meeting registration fee to attend [insert meeting/conference name] on [insert dates] for [insert names]	
Conferences and Meetings Subtotal	***$***
Communications and Materials	
[Insert purpose]: (e.g., Production and printing of brochure, stickers and signs) · $[insert total amount for this line item] for [insert number] [insert name of item] at $[amount per piece] per [insert name of item] (e.g., $500 for 1,000 signs at $0.50 per sign)	$
Communications Subtotal	***$***
Equipment	
[Insert purpose]: (e.g., Data Storage for raw data) · $[insert total amount for this line item] for [insert number] [insert name of item] at $[amount per piece] per [insert name of item] (e.g., $100 for 2 external hard drives at $50 per hard drive)	$
Equipment Subtotal	***$***
TOTAL	**$**

Payment Schedule

Pew expects to make milestone payments in accordance with the delivery and acceptance of deliverables provided. Please fill in the sample chart below with any relevant details. The number of deliverables can be adjusted as needed by Respondent.

Deliverable/Milestone	Total Cost
Deliverable 1 (to be defined by Respondent)	
Deliverable 2 (to be defined by Respondent)	
Deliverable 3 (to be defined by Respondent)	
Deliverable 4 (to be defined by Respondent)	
Total	

Payments will be made upon successful completion of deliverables as outlined in the final Scope of Work. The final payment schedule will be developed with the Selected Respondent prior to the execution date of the definitive agreement.

Appendix C: Cover Letter for Proposals

For any proposal submitted in response to this RFP, the following letter must be placed on Respondent's letterhead and completed/signed by a representative authorized to sign on behalf of the Respondent:

To: The Pew Charitable Trusts
Attention: Tyler Ellis
901 E Street NW
Washington, DC 20004

Reference: Request for Proposals No. CLSM-2019-01

To Whom It May Concern:

We, the undersigned, hereby provide the attached proposal to perform all work required to complete the activities and requirements for The Pew Charitable Trusts, as described in the above-referenced Request for Proposals (RFP).

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFP.

We hereby certify that the enclosed representations and other statements are accurate, current, and complete.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Email Address: ______________________________

Telephone Number: ______________________________

Date: ______________________________

Full Organization Legal Name: ______________________________

Appendix D: Provider Summary Form

(Please see the attached document.)

Appendix E: Pilot LN Information

(Please see the attached document.)

For Pew Internal Use Only:

CAPS Approval: ___________________

Finance Approval: ___________________

Legal Approval: ___________________

Provider Summary Form

The purpose of this form is to collect basic information from a Provider of services or goods. **Please complete the fields and questions below as accurately as possible.** Pew recognizes the information contained herein is business sensitive, and will treat all information provided in this form as confidential. Please contact procure@pewtrusts.org with questions regarding this form. Sections A and B must be completed by all entities; Sections C, D, and E must only be completed by certain entity types.

A. Legal Entity Information

Organization/Entity Name: ___________________

Address: ___________________

Point of Contact and Title: ___________________

Email Address and Phone: ___________________

Legal Notices Recipient: ___________________

Email Address and Phone: ___________________

Number of Employees: ___________________

DUNS Number: ___________________

State of Incorporation or Legal Organization (if international, specify country): ___________________

Type of Provider (select one):

☐ Nonprofit ☐ For-Profit ☐ Government/ Tribe ☐ Inter-governmental / Multi-lateral / Regional Organization

Type of Entity (select one):

☐ LLC ☐ 501(c)(3) ☐ 501(c)(4) ☐ 501(c)(6)

☐ Corporation ☐ Regional Organization Other, Describe: ___________________

List any parent entities or affiliates, including state/country of incorporation:

____

B. Questions for <u>ALL PROVIDER TYPES</u>

(1) Apart from revenue received under this proposed agreement, will your Organization have access to unrestricted working capital throughout the term of this agreement to meet all its financial obligations in a timely manner? ☐ Yes ☐ No

If no, please explain:

(2) During the past two fiscal years, have you or your Organization been involved in any active or threatened litigation or government investigation that may negatively affect your/its ability to perform or fulfill your/its obligations under this proposed agreement? ☐ Yes ☐ No

If yes, please explain:

(3) During the past two fiscal years, have you or any principal, officer, or other person publicly associated with your Organization either (a) been the subject of any negative publicity about his/her/its financial, personal, and/or management integrity, or (b) been the focus of any other public scrutiny that either (1) negatively affects your ability to perform or fulfill your obligations under this proposed agreement, or (2) would be a potential concern to Pew? ☐ Yes ☐ No

If yes, please explain:

(4) Do you know of any actual or potential conflicts of interest in connection with you, your Organization's, or your Organization's personnel's performance under this proposed agreement? *(Note: A conflict of interest may arise in any situation in which the Organization or its personnel have a personal, financial, or other business relationship with Pew or its personnel or board.)* ☐ Yes ☐ No

If yes, please explain:

(5) Will Provider compensate (either directly or indirectly) any government officials or government employees in connection with any of its work funded by Pew?" ☐ Yes ☐ No

If yes, please explain:

C. Questions for <u>NONPROFITS ONLY</u>

(6) If you are a nonprofit entity, do you have any related entities? ☐ Yes ☐ No

If yes, please provide the names and descriptions of the related entities *(for example: a (c)(3) public charity, a (c)(4) social welfare organization, a (c)(6) association, or a Political Action Committee)*:

(7)(a) If you are a nonprofit entity, does an external auditor perform an independent annual audit of your Organization's financial statements? ☐ Yes ☐ No

(7)(b) If an external audit has been performed, did the Organization's two most recent audits receive unqualified (i.e., favorable) opinions? ☐ Yes ☐ No

If no, please explain:

(7)(c) If no external audit has been performed, has the Organization undergone an independent financial review? ☐ Yes ☐ No

(8) If you are a nonprofit entity, has your Organization experienced more than a 15% fluctuation in its total annual revenue in either of its past two fiscal years? ☐ Yes ☐ No

If yes, please identify the fluctuation (increase or decrease) and explain:

(9) If you are a nonprofit entity, has your Organization experienced an operating deficit (i.e., total operating expenses exceeded total operating revenue/income) in either of its past two fiscal years? ☐ Yes ☐ No

If yes, please explain:

D. Questions for <u>ORGANIZATIONS ONLY</u>

(Individuals, sole proprietors, and single-member LLCs or companies composed of only one employee do <u>not</u> need to complete this section.)

Fiscal Year Start Date: ____________________ Fiscal Year End Date: ________________________

<u>FY18 or Most Recently Completed</u> Fiscal Year's Gross Revenue: FY: ________ Revenue: _______________

<u>FY19 or Current/Next</u> Fiscal Year's **<u>Projected</u>** Gross Revenue: FY: ________ Revenue: _______________

** Please do not include expenses for which your organization was reimbursed in your gross revenue.*

E. Questions <u>ONLY FOR PROVIDERS WHO ARE INDIVIDUALS</u>

(Individuals, sole proprietors, single-member LLCs, and companies composed of only one employee <u>must</u> complete this section.)

(10) Have you ever been an employee of Pew? ☐ Yes ☐ No

If yes, please provide date employment ended:

(11) If you are working in your individual capacity, are you also legally considered an employee of another entity? ☐ Yes ☐ No

If yes, please provide name of the entity who employs you:

If yes and employed by a university or a government agency, please attach proof that you are authorized to moonlight *(engage in work not related to your employment)*:

(12)(a) How many clients (excluding Pew) have you had in the prior 12 months? ______________________

(12)(b) How many clients (excluding Pew) do you expect to have in the next 12 months? ______________________

(12)(c) Are you currently offering/advertising your services to other clients and/or the public? ☐ Yes ☐ No

(13) Please estimate what percentage of revenue Pew funds (including this proposed contract and any additional open contract(s) you have with Pew) will contribute to your or your entity's gross revenue during the current or next calendar year. ______________ % ______________

** Please do not include expenses for which you were reimbursed in your gross revenue.*

F. Vendor Data Privacy Notice

Do you acknowledge receipt of the accompanying Vendor Data Privacy Notice? ☐ Yes ☐ No

G. Certification

As an official representative of the above-named entity, by signing below I certify that, to the best of my knowledge and belief, all of the information above is complete and accurate.

Signature:	______________________	Title:	______________________
Name:	______________________	Date:	______________________

Appendix E. Pilot Legal Navigator Data Elements

Legal Services Corporation (LSC) is working with a vendor to build in metrics that the Legal Navigator (LN) in both Alaska and Hawaii will capture to help answer questions about LN user experience and engagement patterns. We anticipate these metrics (listed below) being built in by the time evaluators begin their study. Evaluators can access these data to help answer proposed research questions through a Memorandum of Understanding between the LSC and the evaluator. This data can be compared with data from service providers and courts, as well as census data and other external data sources.

Metrics

1) Number of returning users / rate of returning versus new visitors
2) Entrance and exit
   a) Legal Navigator in general:
      i) Page that users first enter
      ii) Referral source: where users are first coming from when they enter the site (search engine, etc.)
         (1) Specific search terms / keywords that led them to the site
      iii) Bounce rate
      iv) Exit page
   b) Particular to curated experiences:
      i) Internal events within curated experiences / Guided Assistant interviews
         (1) Leaving the interview to read an article that the interview
         (2) Moving backward in the interview.
      ii) Bounce rate from internal search results (exiting the site)
      iii) Bounce rate from initial question on a guided interview (exiting the site
   c) Particular to internal search:
      i) Search keyword
      ii) Search results destination
         (1) Particularly search results that result in no resources / information / curated experiences
   d) Exit to particular resources
3) Unique page views
4) Number of pages accessed per session
   a) Within a page, number of "read more" / drop-down / expanded text sections opened
5) Average session duration with date and time stamps
6) Average time spent per page, broken down by specific pages
7) Content grouping
   a) Percentage of visits by subject matter (taxonomy parent level / child level 1)
   b) Amount of content / resources (pages, interviews, topics / resources) in Legal Navigator by subject matter
8) Goal conversion within guided interviews: reaching personalized action plan
   a) *How far into a guided interview do people drop off?*

I. Individual (anonymous) user / session data

1) Unique session ID
2) Unique anonymous user ID
3) User device type
4) User browser
5) User geolocation data
6) Linking session data to content grouping / subject matter
7) User demographics that might be stored in the
    - Web analytics that determine basic user demographics (age and gender)
    - Responses to curated experience questions (e.g., “do you have minor children”)