



Request for Proposal (RFP): State-Level Analysis of Lifesaving Strategies Laws

April 21, 2025

Instructions for using this template:

October 2021

Template Updated:

- RFPs must be coordinated through the [CAPS Department](#). Contact CAPS as early as possible to begin planning any RFP.
- This template is a starting point only. It will be tailored to specific operational or TOP needs.
- **Delete this text box before finalizing the RFP.**

Request for Proposals for The Pew Charitable Trusts (Pew)

RFP No.: 2025-SUPTI-01

RFP Issue Date: April 21, 2025

RFP Title: State-Level Analysis of Lifesaving Strategies Laws

Point of Contact (POC): Patial Sherzai, senior associate, contracts and procurement services, substanceuserfp@pewtrusts.org

Key Dates:

Deadline for notification of Expression of Interest	May 05, 2025
Deadline for requests for clarifications	May 05, 2025
Anticipated release of Pew's responses to requests for clarifications	May 19, 2025
Deadline for submission of proposals	June 09, 2025
Anticipated date of Award	July 01, 2025
Anticipated start date of awarded agreement(s)	August 20, 2025

If you need assistance or accommodation to participate in the RFP process, please reach out to the Pew Point of Contact as soon as possible.

*All proposals, including pricing, must be valid for at least one hundred and twenty (120) calendar days from the date of submission.

RFP OVERVIEW

Through this RFP, Pew is soliciting proposals from organizations (Respondents) to provide research and analysis as further set forth herein and in the Scope of Work attached hereto as Appendix A (Scope of Work).

Lifesaving strategies (commonly known as harm reduction interventions), have a decades-long history and a well-established evidence base showing their contributions to decreasing overdose deaths and infectious disease transmission.¹ Throughout the years, organizations have documented and analyzed the wide variety of state-level policies and laws that focus on reducing deaths from overdose and harms associated with substance use in the U.S.² These analyses have been important for understanding the state of these laws and policies and their evolution over time. This RFP seeks to build upon this work by assessing the current state-level lifesaving strategies laws and policies, using evidence to establish a comparison point for these laws and policies, and determining what laws and policies each state should advance to be aligned with the evidence and expert recommendations on lifesaving strategies.

Pew seeks a contractor to: (1) complete a baseline assessment of state-level lifesaving strategies laws and policies in the U.S.; (2) develop an evidence-based comparison point for the baseline assessment; (3) identify priority areas for lifesaving strategies technical assistance and policy work within states, and develop policy recommendations and a list of states/jurisdictions that are ripe for lifesaving strategies policy change; (4) clearly and effectively present findings with user-friendly and accessible tools; and (5) center lived and living experience, lived and living expertise, and subject matter expertise throughout the project.

BACKGROUND ON PEW

Pew is a United States (U.S.) nonprofit organization and Section 501(c)(3) public charity. Pew is driven by the power of knowledge to solve today's most challenging problems in the U.S. and globally. Pew applies a rigorous, analytical approach to improving public policy, informing the public and invigorating 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. For more information about Pew, please see www.pewtrusts.org.

INSTRUCTIONS

All communications related to this RFP must be conducted via email with the Pew Point of Contact (POC) and by the Key Dates listed on Page 1 of this RFP. Questions must be submitted in writing via email; **phone calls will not be accepted**. Phone calls not initiated by Pew to discuss the RFP or ask questions **are not** permitted. **Pew reserves the right to modify or cancel this RFP, including Key Dates, at any time and to make all decisions respecting this RFP in its sole discretion.**

Expression of Interest. Any entity interested in submitting a proposal in response to this RFP must submit an Expression of Interest (EOI) via email by the date and to the POC listed on Page 1. Pew will only send additional materials, clarifications, and answers to questions to those entities that have submitted an EOI

¹ Substance Abuse and Mental Health Services Administration, Harm Reduction Framework, (2023), <https://www.samhsa.gov/sites/default/files/harm-reduction-framework.pdf>.

² Legislative Analysis and Public Policy Association, "Syringe Services Programs: Summary of State Laws," Legislative Analysis and Public Policy Association,, 2023, <https://legislativeanalysis.org/wp-content/uploads/2023/11/Syringe-Services-Programs-Summary-of-State-Laws.pdf>.; "Naloxone Overdose Prevention Laws," Prescription Drug Abuse Policy System, <https://pdaps.org/datasets/laws-regulating-administration-of-naloxone-1501695139>.; The Network for Public Health Law, "50-State Survey: Harm Reduction Laws in the United States," The Network for Public Health Law, 2023, <https://www.networkforphl.org/wp-content/uploads/2024/10/50-State-Survey-Harm-Reduction-Laws-in-the-United-States.pdf>.

by such date. EOIs are not binding; submission of an EOI does not obligate a Respondent to submit a proposal. Any EOI must include, at a minimum:

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

Requests for clarifications. All questions, and the responses thereto, that Pew believes may be of interest to other potential Respondents will be circulated to all Respondents who have submitted an EOI. Only written responses issued by Pew will be considered official. Any verbal information received from employees of Pew or any other entity should not be considered an official response to any requests for clarifications regarding this RFP.

Submission Instructions:

1. Proposals must be submitted via email to the POC by the date listed on the first page. Please reference the RFP number in the subject line of any response to this RFP. Pew reserves the right to accept or reject, without consideration, proposals that are received late or obtain proposals from, and negotiate with, third parties outside of this RFP at any time.
2. Pew will endeavor to confirm receipt of all properly submitted proposals. If Pew does not confirm receipt, Respondent should assume its proposal has not been received and resubmit before the deadline.

Proposal Requirements. Proposals must:

1. Be submitted in Adobe PDF or Microsoft Office format, using 8.5" x 11" sized layouts.
2. Not exceed ten (10) pages. This page limit does not include the following:
 - a. Resumes and or CVs
 - b. Past performance examples
 - c. References
 - d. Required Appendix forms (listed at the bottom of this RFP):
 - Completed budget template
 - Completed Respondent Summary Form
 - A detailed response of your organization's ability to comply with critical Conditions of Agreement that will govern the resulting agreement (Agreement) as further set forth in Appendix D.
3. Contain at a minimum the following information:
 - a. Description of Respondent's proposed project and/or services, including the methodology, approach, and timeline for implementing the Scope of Work attached in Appendix A, and if applicable, the specifics of how Respondent would perform the work and any limitations or assumptions.
 - b. Resumes/CVs, specific qualifications, and proposed role of key individuals, and any subcontractors, who will carry out the Scope of Work.
 - c. Brief description of Respondent's capabilities and past performance of completed projects of similar size and complexity.
 - d. Two (2) or three (3) references from clients to which Respondent provided a similar service or project of similar scope and complexity. Each reference must include:
 - the organization's name, address, contact person, current email address, and phone number
 - a brief description of the work performed
 - a reference to any key individuals involved that would be engaged under the Scope of Work
 - the duration (including the dates) of the work

- fees associated with the contract if not confidential

Pew reserves the right to obtain past performance information from other sources in addition to those identified in proposals.

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 in addition to this RFP, which is owned by Pew, 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 preexisting intellectual property rights contained in such submission), and Pew is not required to return the proposal, including any submitted materials, to any Respondent.

EVALUATION OF PROPOSALS.

Pew will review and evaluate proposals based on the following criteria:

1. Approach and methodology
2. Timeline
3. Staffing
4. Background and past performance
5. Cost and Budget
6. Agreement with Pew's Conditions of Agreement

Pew will review all proposals and recommend award allocation, with final selection made by Pew at its sole discretion.

AWARD

Upon completion of the review of all proposals, and a decision to proceed with the selected Respondent(s) (Selected Respondent(s)), Pew will contact each Respondent to advise whether or not its proposal has been accepted. This RFP, and any award resulting from it, does not constitute a binding agreement between Pew and the Selected Respondent. All future work with Pew is contingent upon Pew and the Selected Respondent(s) signing a mutually acceptable Agreement as further set forth in Conditions of Agreement described above. Selected Respondents who are notified that Pew is interested in their services/products/project shall not start any work for Pew, or incur any expense, before an Agreement between Pew and Selected Respondent is fully executed.

No Financial Liability for Proposal Preparation

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. By submitting a proposal, Respondent acknowledges and agrees it has read, understands, and accepts the RFP documents, including all appendixes and attachments (including, without limitation, the Conditions of Agreement). The person submitting the proposal on behalf of Respondent has all necessary authority to act on behalf of Recipient.

Best Offer

Best-offer proposals are requested. 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.

APPENDICES

Appendix A: Scope of Work

Appendix B: Price Proposal Template

Appendix C: Respondent Summary Form

Appendix D: Conditions of Agreement

Appendix E: Personal Data

Appendix F: Research Proposal Guidelines

APPENDIX A

Scope of Work

Proposed scope of work

Research questions:

1. What are the lifesaving strategies policies and laws in each state?
2. What is the latest evidence on the most effective lifesaving strategies and the most effective ways to implement them?
3. What specific lifesaving strategies policies and laws should each state pursue to be aligned with the latest evidence and expert recommendations?

Specific aims:

National analyses of state-level policies and laws that focus on reducing deaths from overdose and harms associated with substance use have been completed by various organizations throughout the years. **While these analyses have been incredibly important for understanding the state of these laws and policies and their evolution over time, these analyses have focused on describing the state of policy without making policy recommendations.** The central objective of this request for proposals will be to determine what laws and policies each state should advance to be aligned with the latest evidence and expert recommendations on lifesaving strategies. To accomplish this objective, the specific aims below are proposed.

Specific aim 1: To establish a baseline by conducting a comprehensive and current assessment of state-level lifesaving strategies policies and laws. To determine priority areas for policy change and develop specific policy recommendations within each state, a comprehensive baseline of the current state of lifesaving strategies laws and policies must be established. Existing analyses share many similarities—including a focus on the 50 states’ statutes, and their laws and policies on naloxone, drug checking equipment, and programs and interventions that reduce infectious disease transmission associated with substance use—and these existing analyses can be used to establish a baseline assessment. However, applicants may choose to update existing analyses to ensure currentness and/or address gaps in previous analyses by including other jurisdictions (e.g., Puerto Rico, etc.), other types of law and policy (e.g., case law, regulations, etc.), or other lifesaving strategies, including those for substances other than opioids, and related areas of law and policy (e.g., drug paraphernalia, zoning, nuisance, funding, etc.).

Specific aim 2: To establish a comparison point by synthesizing the evidence on the most effective lifesaving strategies and the most effective ways to implement them. To determine priority areas for policy change and develop specific policy recommendations within each state, a comparison point for the baseline assessment must be established. This can be achieved by collecting and summarizing research and evidence on best practices, effectiveness, implementation, availability, and barriers related to lifesaving strategies to create a comparison point rooted in evidence and expert recommendations.

Specific aim 3: To determine which specific lifesaving strategies policies and laws each state should pursue to be aligned with the latest evidence and expert recommendations. Using the baseline assessment and the comparison point, gaps between actual laws and policies and the evidence-based comparison point should emerge. These gaps should be used to determine priority areas for lifesaving strategies technical assistance and policy work within states and develop lifesaving strategies policy recommendations including specific lifesaving strategies policies and laws that each state should advance. A list of states/jurisdictions that are ripe for lifesaving strategies policy change should also be developed.

Contractor(s) will execute the following tasks:

Task 1: Baseline assessment of lifesaving strategies laws and policies

- Describe state-level lifesaving strategies laws and policies for all 50 states and Washington, D.C. Other jurisdictions (e.g., Puerto Rico, etc.) can be included.
- Describe state-level lifesaving strategies laws and policies, specifically statutes. Regulations and case law can be included.
- Describe state-level laws and policies on naloxone, drug checking equipment, and programs and interventions that reduce infectious disease transmission associated with substance use. Laws and policies related to other lifesaving strategies such as those for substances other than opioids (e.g., alcohol, stimulants, etc.) and related areas of law and policy (e.g., drug paraphernalia, zoning, nuisance, funding, etc.) can be included.

Task 2: Development of an evidence-based comparison point

- Develop an evidence-based comparison point for the baseline assessment by collecting and summarizing research and evidence on naloxone, drug checking equipment, and programs and interventions that reduce infectious disease transmission associated with substance use. Research and evidence related to other lifesaving strategies can be included. If the scope of Task 1 includes lifesaving strategies beyond naloxone, drug checking equipment, and programs and interventions that reduce infectious disease transmission associated with substance use, then the scope of Task 2 should include these other lifesaving strategies as well.
- To develop the evidence-based comparison point for each lifesaving strategy, collect and summarize research and evidence on best practices, effectiveness, reductions in overdose deaths, reductions in infectious disease transmission, changes in health behaviors, implementation, availability/accessibility/distribution, and barriers, as appropriate.

Task 3: Identification of priority areas and development of policy recommendations (central objective)

- Using the baseline assessment findings from Task 1 and the evidence-based comparison point from Task 2:
 - Identify priority areas for lifesaving strategies technical assistance and policy work within states.
 - Develop lifesaving strategies policy recommendations to be used for state technical assistance and policy work.
 - Develop a list of states/jurisdictions that are ripe for lifesaving strategies policy change.

Task 4: Presentation of findings

- Develop user-friendly and accessible tools (e.g., graphics, maps, reports, interactive tools, etc.) to clearly and effectively present findings from Task 1, 2, and 3 to policymakers and general audiences.

Task 5: Centering of lived and living experience, lived and living expertise, and subject matter expertise

- Incorporate lived and living experience, lived and living expertise, and subject matter expertise related to lifesaving strategies, substance use, and substance use disorder into Tasks 1, 2, 3, and 4.

Respondents can propose additional tasks or activities within tasks that this scope of work doesn't contemplate along with a supplemental budget for those tasks and activities.

The contractor(s) should plan to complete tasks 1-5 and any additional proposed tasks and activities no later than **August 31, 2026**.

APPENDIX B

Price Proposal Template

Please provide the proposed budget in the template provided.

(SEE ATTACHED)

APPENDIX C

Respondent Summary Form

Please complete the attached.

(SEE ATTACHED)

APPENDIX D

Conditions of Agreement

A summary of some critical Conditions of Agreement that will govern the resulting agreement (Agreement) are described below. As stated previously, these are not the actual provisions or an exhaustive summary of terms and conditions that will be included in the final Agreement. For example, different conditions may apply if Pew is funding the Selected Respondent's project through a grant and the project supports the Selected Respondent's own charitable work, as a nonprofit organization or university, as opposed to Pew purchasing a service. Also, Pew's funders may have additional requirements. In addition, if the Selected Respondent is organized outside of the United States or will be performing work in any country outside of the United States, additional terms and conditions may be required.

Any submitted proposal must indicate which condition(s) the Selected Respondent cannot agree to, an explanation as to why (including citations to any relevant statutes or Selected Respondent policies that may govern such position), and any proposed alternatives related to that condition. Selection of a Respondent that proposes alternative or revised conditions in its proposal shall not obligate Pew to consider or accept such revised or proposed conditions for inclusion in the Agreement.

1. Intellectual Property. Pew shall own the Work Product. "Work Product" consists of the deliverables and other materials, including drafts thereof, prepared by Selected Respondent and its personnel under the Agreement.
2. Datasets. Depending on the Scope of Work, Selected Respondent may be required to provide Pew, in a form satisfactory to Pew, a copy of datasets used in connection with the Work Product and grant Pew an unrestricted license to all such datasets.
3. Representations and Warranties. Selected Respondent is required to represent and warrant that its personnel are experienced, properly trained or otherwise qualified and capable of performing the work and that the Work Product and any applicable datasets shall not infringe any intellectual property right of any third party. This is not an exhaustive list of the representations and warranties in the Agreement.
4. No Campaign Intervention. Selected Respondent cannot use Pew funds to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
5. Ethics Requirements. Selected Respondent may not use funds provided under the Agreement to give anything of value to a government official or employee without prior written approval from Pew.
6. Insurance. Depending on the Scope of Work, Selected Respondent may be required to maintain insurance coverage including, but not limited to, General Liability (\$1,000,000 per

occurrence, \$2,000,000 aggregate, \$1,000,000 personal and advertising, \$2,000,000 aggregate); Workers Compensation and Employer's Liability (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); Professional Liability (with a minimum limit of \$3,000,000 each claim/aggregate); Umbrella Liability (with a \$3,000,000 limit). As a reminder, if for any reason, Respondent cannot meet Pew's insurance requirements (for example, if Respondent is self-insured or otherwise), Respondent should state the reasoning and its current insurance coverage in the proposal.

7. Indemnification. Selected Respondent is required to indemnify Pew and certain related parties for any costs or claims arising from (i) Selected Respondent's breach of the Agreement, (ii) performance under the Agreement, or (iii) intentional misconduct or negligent acts or omissions, of Selected Respondent or its personnel.
8. Pew Limitation of Liability. Recourse against Pew under the Agreement shall in no event include lost profits, incidental, consequential, special, punitive, or indirect damages, regardless of whether advised of the possibility of such damages. Selected Respondent's liability will not be limited under the Agreement.
9. Termination Rights. Each party may terminate the Agreement upon the other party's breach and failure to cure within the notice and cure period(s) set forth in the Agreement. Pew may terminate at any time, without cause, by giving 30 days' prior written notice to Selected Respondent, and if applicable, Selected Respondent shall cooperate with Pew in transitioning the Agreement to a new provider during the wind-down period. Termination remedies are specified in the Agreement.
10. Governing Law. The laws of the Commonwealth of Pennsylvania shall govern the Agreement, and the state and federal courts in Philadelphia, Pennsylvania, shall have exclusive jurisdiction over any disputes arising under the Agreement.
11. Best Rate Available. Selected Respondent must agree that as of the start date of the Agreement, the pricing (including all rates in which the pricing is based) reflects the best rate available. If, after the start date of the Agreement and before the services are performed, Selected Respondent charges another client a lower fee for the same or similar services, Selected Respondent agrees that this lower fee will apply to the Agreement (and the Agreement will be amended to reflect the lower pricing).
12. Right to Audit. Selected Respondent must agree, during the Agreement term and for three (3) years thereafter, to maintain complete and accurate books and records to substantiate the Selected Respondent's charges to Pew under the Agreement.
13. Personal Data. Selected Respondent must agree to comply with all applicable laws, regulations, and personal data requirements, which are attached as Appendix E to this RFP. Depending on the Scope of Work, additional requirements may be included in the Agreement.

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

APPENDIX E

Personal Data

Unless otherwise specified in the Agreement, Selected Respondent represents and warrants that no Personal Data (defined below) relating to non-U.S. residents shall be processed or transferred from the European Union or any other jurisdiction outside of the United States to the United States under an Agreement. Pew represents and warrants that Pew shall not knowingly transfer Personal Data relating to non-U.S. residents to Selected Respondent under any Agreement.

If processing, including transferring, of any Personal Data is performed under an Agreement, Selected Respondent shall comply with the Data Protection Law (defined below) in connection with the processing, including transfer, of Personal Data for purposes of the Agreement. Specifically, Selected Respondent represents and warrants that: (i) it shall not disclose any Personal Data except where it is lawful; (ii) it shall carry out the sharing of any Personal Data obtained from Data Subjects (defined below) pursuant to the Agreement in accordance with any notices supplied to, and consents obtained from, Data Subjects; (iii) it shall enter into any additional contractual clauses or addenda as may be necessary for compliance with the Data Protection Law; and (iv) it shall not process any Personal Data other than in accordance with (a) any applicable consents, (b) any applicable privacy policies or other conditions as notified to Selected Respondent by Pew, and (c) applicable law, including the Data Protection Law.

Selected Respondent agrees to provide Pew written notice of any reasonably suspected or actual information security or other incident that compromises the security, integrity, confidentiality, or availability of Personal Data, and any such incident shall be deemed a breach of the Agreement. Within seventy-two (72) hours of discovery of the data security incident, without waiver of any other rights and remedies available to Pew, including, but not limited to, Pew's rights under the indemnification section of the Agreement, Selected Respondent shall cooperate (and cause its Personnel to cooperate) with Pew on taking reasonable steps to ensure the security, integrity, confidentiality, and/or availability of the data.

Each Party shall also, upon request of the other Party, provide all such assistance as the other Party may reasonably request to comply with its obligations under Data Protection Law (including responding to any requests from a supervisory authority or Data Subject and providing copies of any and all notices and consents a Party has provided to Data Subjects) in relation to the transfer of the Personal Data to the other Party.

For the purposes of the Agreement:

- (i) "Data Protection Law" means any applicable data protection or privacy laws to which either Party, as applicable, is subject to in connection with the Agreement; and
- (ii) "Personal Data" means any information relating to an identified or identifiable natural person (a "Data Subject").

APPENDIX F

RESEARCH PROPOSAL GUIDELINES

Updated November 2024

The project proposal is a written statement that describes the project, its questions, methods, design, analysis, and scope. Proposals that carefully address the relevant categories below are generally stronger and require fewer revisions after submission to Pew.

- 1. Background:** Please describe the proposed research project, including how it fits into the current research and policy landscapes, the information gaps the research seeks to address, and the target audiences.
- 2. Research question(s):** Provide specific research question(s) the study will address and, if applicable, any associated hypotheses.
- 3. Research methods and analyses:** Describe, in detail, the proposed research methodologies, both quantitative and qualitative, and analyses. If there are multiple research questions, specify which methods and activities are associated with each research question. This section should also include details of other major activities that will be carried out as part of this contract or grant (e.g., hosting a workshop).
- 4. Data:** What are the data sources needed to answer the research questions? How will they be collected? Are they available? If proprietary source data will be used, please explain the rationale and limitations.
 - a. Surveys: Please state if you will be designing a new survey or using data from a previously conducted survey.
 - b. Sensitive data: Do you plan to use sensitive data (e.g., personally identifiable information that can be used to distinguish or trace an individual's identity, such as name, Social Security number, date/place of birth, or any other data linked to an individual such as medical, financial, educational, or employment information)? If so, please address plans for obtaining informed consent, engaging with an Institutional Review Board, chain of custody, and how Pew or the provider/grantee will ensure privacy (e.g., plans for cell suppression).
- 5. Challenges:** Describe potential scientific limitations to the proposed research and methods, and how the project design accounts for each. Also detail any potential for controversy or other considerations that may affect how the findings are received and interpreted.
- 6. Deliverables/milestones:** A deliverable (or milestone for grantees) is a specific result that the provider or grantee commits to producing within the funding period. A research deliverable or milestone can be an output (e.g., work products like reports, activities like hosted events, briefs, chartbooks, slide decks, etc.) or an outcome (e.g., a consequence

or payoff of the work, such as the uptake or use of findings by key audiences, policy change, etc.). Please provide a bulleted list of deliverables or milestones. Each should be distinct and phrased in plain language.

- 7. External review:** Briefly describe the plans for any external advisers and external peer reviewers. Note that external reviewers cannot be involved in earlier stages of the work, such as acting as an adviser on its design and development. Describe how the provider or grantee will accommodate external review.
- 8. Data and fact check:** Describe how the provider or grantee will complete data checks (verifying the accuracy of quantitative findings) and fact checks (verifying the factual accuracy of the product's content). Pew can provide data- and/or fact-checking services if the provider or grantee is unable.
- 9. Project timeline:** Please include estimated start and end dates for each deliverable or milestone and describe any external drivers for the timing of document release.
- 10. Works cited, bibliography, references (as appropriate):** Please list any works cited in the proposal.