



**Request for Proposal (RFP):
Stream Crossing Co-Benefits Research**

June 26, 2024

Request for Proposals for The Pew Charitable Trusts (Pew)

RFP No.: 2024-USCon-02

RFP Issue Date: June 26, 2024

RFP Title: Stream Crossing Co-Benefits Research

Point of Contact (POC): Chip Heil (StreamCrossing@pewtrusts.org)

Key Dates:

Deadline for requests for clarifications	July 10, 2024
Anticipated release of Pew's responses to requests for clarifications	July 19, 2024
Deadline for submission of proposals	August 16, 2024
Anticipated date of Award	August 30, 2024
Anticipated start date of awarded agreement(s)	September 27, 2024

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.

Introduction

RFP Overview:

Through this RFP, Pew is soliciting proposals from organizations (Respondents) to provide a policy and design assessment that identifies recommendations and opportunities for maximizing co-benefits that properly designed stream crossings (e.g., bridges and culverts) may provide for addressing (1) hydrologic-related climate change impacts and (2) aquatic and terrestrial species movement. The assessment will address how/if stream crossings currently consider hydrograph variation, fish passage, and terrestrial species passage together. The results will inform and support potential changes to the 2026 Surface Transportation Reauthorization Act as well as state-based policy reforms to incorporate multiple benefits into the design of stream crossing.

A detailed Project Description and Research Questions are further set forth herein and in the Scope of Work attached hereto as Appendix A (Scope of Work).

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.**

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.
 - Project Background (0.5 page): Briefly summarize any pertinent contextual information, in particular how it builds on and will leverage existing research.
 - Research Questions (RQ), Methods and Analyses (max 8 pages): For RQs 1-3, describe in detail the proposed research methodologies and analyses, and how they will address each question. Methods – including proposed sample sizes when applicable - and activities should be clearly associated with the research question they mean to address. This section should also include details for other major activities that may be necessary, and list and describe expected sources of data for each question. We encourage discussion of anticipated technical limitations and other risks to successful completion of the proposed research, and how the project design takes them into account, as well as schematics, figures, maps and/or tables.
 - Proposed Written Deliverables (0.5 page): Provide a bulleted list of proposed deliverables. These should be able to stand alone and phrased in plain language.
 - Project Timeline (0.5 page): Please include estimated start and end dates for each task and/or deliverable using an easy to follow, graphical format (e.g., Gantt chart).
 - References: Please list any references cited in the proposal.
 - 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.
 - Respondent Background (0.5 page): Please describe your organization and relevant experience for this work. Include your organization's full legal name, a brief business history, and a point of contact for all proposal-related correspondence. If you will rely on any subcontractors or non- employees to complete the project, please describe those entities here as well. If applicable, additional details on prior experience (e.g. resumes of key personnel, references of activities of similar technical scope and complexity) should be included as an attachment to the proposal.
 - d. Description of Respondent's commitment to diversity, equity, and inclusion and what specific steps it will take to ensure that commitment is demonstrated in its work with Pew in the Scope of Work.
 - e. 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:

- Approach and methodology
- Commitment to diversity, equity, and inclusion
- Timeline
- Staffing
- Background and past performance
- Cost and Budget
- 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 and Vendor Data Privacy Notification

Appendix D: Conditions of Agreement

Appendix E: Personal Data

APPENDIX A

Scope of Work

Project Description and Research Questions

Selected Respondent will be expected to:

1. Draw from a wide range of information sources and effectively synthesize that information to answer the research questions (RQs) below.
2. Prepare and publish a public-facing report or report for Pew that presents the results of RQ1 and RQ2 below, aimed at state and federal agency leadership and decision-makers who can incorporate or adopt best practices for maximizing co-benefits (including policy experts/advisers as well as agency leaders with expertise in the topic).
3. Coordinate with Pew and other partners to prepare limited outreach materials intended to augment the report and convey key findings in presentation format. Plan for 6-10 presentations for various audiences and contribute to and participate in 1-2 conference sessions.

RQ1. How do changing weather patterns affect stream crossing (e.g., bridge and culvert) design, and what opportunities exist for maximizing co-benefits to people and wildlife in new or retrofit stream crossing applications?

Key questions include:

1. How does changing variation in hydrographs affect stream crossing design and performance? What threats or risks exist to both people and wildlife of maintaining the status quo as opposed to updating stream crossing designs? Provide real-world examples/data of impacts/changes.
2. How do these new considerations affect opportunities for fish and wildlife passage and infrastructure resilience (e.g., to higher stream flow during flood events)?
3. To what degree is fish and wildlife passage currently considered together alongside the need for climate-proofed infrastructure? What are the potential co-benefits of doing so?

RQ2. How do existing state and federal statutes, rules, regulations, guidance, and other policies regarding stream crossings address aquatic or terrestrial wildlife passage or flood resilience for stream crossing infrastructure?

This analysis should:

1. Include the following states: CA, CT, DE, FL, GA, KY, MA, MD, ME, NC, NH, NJ, NY, OR, RI, SC, TN, VA, VT, WA, and WV, as well as any other states that have significantly addressed co-benefits in bridge/culvert design.
2. Characterize the types of policy involved (e.g., whether they are implemented in statute, promulgated regulations, nonbinding guidance, or some other form) and the agency or agencies to which it applies, and—if multiple agencies are involved—any interagency coordinating mechanisms that are in place.
3. Illustrate the extent to which those policies require funding for implementation (and, if so, the extent to which they receive it).
4. Describe the extent to which individual policies consider co-benefits (e.g., fish and wildlife connectivity and infrastructure resilience to flooding) and highlight any examples of where policy/guidance integrates these issues.
5. Identify the gaps between model “best practice” state policies and existing state policies and highlight opportunities for improvements in select states.
6. Highlight exemplars that could potentially be held up as models for maximizing co-benefits for fish and wildlife connectivity and infrastructure resilience or propose model policies based on the analysis. These exemplars should be effective and implementable.

RQ3. How do state and federal transportation infrastructure design manuals (or the equivalent) consider co-benefits for fish and wildlife connectivity and infrastructure resilience?

This analysis should:

1. Identify existing design components that consider co-benefits for fish and wildlife connectivity and infrastructure resilience.
2. Offer sample design criteria for such design manuals.

APPENDIX B

Price Proposal Template

Please complete the attached.

(SEE ATTACHED)

APPENDIX C

Provider Summary Form and Vendor Data Notification

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 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").