



**Request for Proposal (RFP):
Long-term Impacts of U.S. State and Local Courts on
Individuals and Communities**

January 6, 2025

Request for Proposals for The Pew Charitable Trusts (Pew)

RFP No.: 2025-COURTS-01
RFP Issue Date: January 6, 2025
RFP Title: Long-Term Impacts of U.S. State and Local Courts on Individuals and Communities
Point of Contact (POC): Troy Wise, contracts and procurement services; twise@pewtrusts.org

Key Dates:

Deadline for notification of Expression of Interest (not required to submit a proposal, but encouraged)	January 21, 2025
Deadline for requests for clarifications	January 21, 2025
Anticipated release of Pew’s responses to requests for clarifications	January 30, 2025
Deadline for submission of proposals	February 18, 2025
Anticipated date of Award	March 14, 2025
Anticipated start date of awarded agreement(s)	June 1, 2025

If you need assistance or accommodation to participate in the RFP process, please reach out to the Pew Point of Contact listed above 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 as further set forth herein and in the Scope of Work attached hereto as Appendix A (Scope of Work).

Through its courts and communities project (“C&C”), Pew seeks to engage with courts to become more open, effective, and equitable, in part by supporting research that elevates the public’s and decision-makers’ understanding of the long-term impacts of U.S. state and local court operations on individuals and communities. More information about the C&C project is available at <https://www.pewtrusts.org/en/projects/courts-and-communities>.

Respondents to this RFP should know that Pew expects the research to be published on at least one domain that is publicly accessible, and not behind a paywall.

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 individual or entity interested in submitting a proposal in response to this RFP is encouraged, **but not required**, to submit an Expression of Interest (EOI) via email by the date and to the POC listed on Page 1. 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 or sent an inquiry. 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 it before the deadline.

Proposal Requirements. Proposals must:

1. Be submitted in Adobe PDF or Microsoft Word format, using 8.5" x 11" sized layouts.
2. Not exceed ten (10) pages. This page limit does not include the following:
 - a. Resumes or CVs
 - b. Past performance examples
 - c. References
 - d. Required Appendix forms (listed at the bottom of this RFP):
 - Completed budget template
 - Completed Provider 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.
 - e. Citations
3. Contain at a minimum the following information:

- a. **Description of entity:** A description of your entity, its full legal name, a brief business history, staffing levels, and a point of contact for all proposal-related correspondence. If you will rely on any subcontractors to complete this project, please describe those entities as well.
- b. **Proposed research:** The research proposal should include all nine (9) components outlined in the Scope of Work attached in Appendix A.
- c. Resumes/CVs, specific qualifications, and proposed role of key individuals, and any subcontractors, who will carry out the Scope of Work.
- d. Brief description of Respondent's capabilities and past performance of completed projects of similar size and complexity.
- e. Two (2) or three (3) references from clients to which Respondent provided a project of similar scope and complexity or co-principal investigators that the Respondent previously collaborated with on a 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; and,
 - 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 internal evaluation and review. 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. Presents all nine (9) components outlined in the Scope of Work
2. Contributes new knowledge to the field
3. Approach and methodology
4. Includes diverse perspectives in the research
5. Timeline
6. Staffing
7. Background and past performance
8. Cost and Budget
9. 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: Budget Template

Appendix C: Provider Summary Form and Vendor Data Privacy Notification

Appendix D: Conditions of Agreement

Appendix E: Personal Data

Appendix F: Accessibility Requirements

Appendix G: Code of Ethics and Values

APPENDIX A

Scope of Work

By approximately October 15, 2026, the selected Respondents shall complete their research project (including **having findings available to share publicly**) on the impact of U.S. state and local court operations on the health, economic, housing, and/or family stability of individuals and communities. This should entail one or more of the following:

- Policies and practices that affect multiple dockets or courts across criminal, civil, and family courts (court assessments, data sharing, failure to appear, etc.).
- Policies and practices that affect certain populations (people with disabilities, people of color, rural communities, kinship families, emerging adults, etc.).
- Policies and practices about a specific case type (ideally the findings, or a novel approach to studying the issue, would transmit to other types of cases).

While respondents may propose examining other outcomes, such as case dispositions (e.g., default judgment rates) or procedural justice (e.g., rates of people who felt they were treated fairly), only proposals that **also include** studying one or more of the following outcomes will be considered: behavioral health, physical health, financial stability, employment, housing stability, or family stability (e.g., family reunification).

The proposed final product(s) must be practical and actionable—i.e., decision-makers, advocates, etc., should be able to easily understand and apply the findings toward real-world court reform. Proposals that include policy or practice recommendations, or next steps for addressing the effects of courts, will be prioritized.

Examples of research questions that meet these criteria and in which C&C has an interest include:

1. What are the effects of traffic misdemeanor plea agreements on long-term employment and financial stability?
2. How would eliminating bench warrants for failure to appear in non-felony cases affect the family and economic stability of individuals and their surrounding communities? How does this differ between urban and rural courts?
3. What would be the economic impact to courts, taxpayers, communities, and the state if uncollectable legal financial obligations were forgiven?
4. How does lack of data sharing between courts (e.g., civil and criminal courts), or between courts and other government entities (e.g., child welfare agencies), affect family, health, housing, or economic stability in communities?
5. What are the effects of court engagement on the likelihood of future interactions with the court—for example, from eviction to debt or from criminal misdemeanor to eviction?
6. How do policies on financial support for kinship caregivers affect family stability, and how does it vary by whether child welfare is involved?
7. How does family interaction with the court (e.g., child guardianship, divorce, parenting plans, dependency) impact longer-term family and financial stability?

Please note that given our previous investment related to these subjects, C&C is less likely to fund a project that is **solely** focused on debt collection, eviction, or juvenile legal justice.

Also, C&C is **not** seeking research proposals that examine:

- Non-U.S. courts, federal courts, state appellate courts, immigration courts, or state supreme courts.
- Administrative agency proceedings.
- Public confidence in the courts.
- Evaluations of specific programs, such as drug treatment courts. We would be interested, however, in evaluations of policies.
- Impacts of issues related to representation such as lack of attorneys, right to counsel, unlicensed practice of law, and justice workers.

For areas not listed above, C&C will consider proposals that are compelling and fill a critical research gap in how court operations impact individuals and communities in the U.S.

Components to include

In 10 pages or less, proposals should include:

1. **Background/problem statement.** Please describe the proposed research project, including the problem statement; the information gap(s) the research seeks to address and how it will contribute new knowledge to the field; and how policymakers, decision-makers, and other stakeholders could use the findings.
2. **Research question(s).** State the specific research question(s) the study will address and any associated hypotheses.
3. **Research methods and analysis.** Describe in detail the method(s) that would be used to answer the questions. If there are multiple research questions, specify which methods and activities are associated with each question. Please also include anticipated challenges and limitations of the methods and how they would be addressed. If applicable, indicate how approval of an institutional review board will be secured.
4. **Data.** Describe the data sources needed to answer the research questions. If court docket data is needed, please note whether you already have this data or what steps you'll take to access it (e.g., data-sharing agreement, scraping). If proprietary source data will be used, please explain the rationale and limitations. If the data involves personally identifiable information (PII), please refer to Appendix E for Pew's guidelines on PII.
5. **Inclusion.** Specify how your project will incorporate diverse perspectives across race/ethnicity, gender, disability, or other characteristics, such as within the research team, the study participants, or both.
6. **Quality control.** Explain how you will incorporate quality control and review into the research, such as verifying the accuracy of quantitative findings, the factual accuracy of a product's content, and peer review.
7. **Description of product(s).** Describe the type(s) of products that will come out of this study. Please note that we expect from grantees: 1) an interim nonpublished report to Pew on the project (on content agreed upon by grantee and Pew) approximately halfway through the grant cycle if no products are published until near the end of the grant cycle; 2) at least one product published on a public-facing domain—i.e., not behind a paywall (respondent doesn't need to specify the domain in their proposal); and 3) accessibility of all products to people with

disabilities. We welcome various product formats, including, but not limited to, white papers, interactive tools, chartbooks, and data visualizations.

8. **Project timeline.** Please include estimated time frames for the data collection, data analysis, product development, and publication. We anticipate a start date of approximately June 1, 2025, and projects must be completed by approximately October 15, 2026.
9. **Works cited, bibliography, references (as appropriate).** Please list any works cited in the proposal. This does not count toward the 10-page proposal limit.

Respondents should consult the instructions section on page 2 of the RFP for more details.

Budget

To maximize number of awards, we are seeking proposals with a proposed budget of no more than \$250,000, but there is flexibility on the upper end depending on the competitiveness, quality, number of research questions, number of products, etc. In addition to staffing, subcontracting, materials, etc., the proposed budget should be sufficient to cover the time and costs of:

- A virtual kickoff meeting and monthly virtual check-ins (~30-45 minutes) with Pew staff.
- Quality control processes, such as peer review.
- Product accessibility (see Appendix F).

APPENDIX B
Budget Template

Please provide the proposed budget in the template provided.

(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. Selected Respondent will own the Work Product. "Work Product" consists of the deliverables/milestones and other materials, including drafts thereof, prepared by Selected Respondent or its subcontractors to support the purpose (and funded) under the Agreement. Selected Respondent grants Pew an unrestricted license to the Work Product for non-commercial purposes.
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. 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.
4. 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, or (ii) intentional misconduct or negligent acts or omissions, of Selected Respondent or its personnel.
5. Termination Rights. Pew may terminate the Agreement upon Selected Respondent's breach and failure to cure within the notice and cure period(s) (if any) set forth in the Agreement. Pew may terminate at any time, without cause, by giving 30 days' prior written notice to Selected Respondent. Termination remedies are specified in the Agreement.

6. 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.
7. 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.
8. Code of Ethics and Values. Selected Respondent must agree that it has received, read, and understood Pew's Code of Ethics and Values, which is attached as Appendix G to this RFP and agrees to comply with its terms.

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

Accessibility Requirements

These requirements apply to all work products, draft and final, being completed; events; and presentations falling under this agreement.

Written and web-based products:

1. Whatever platform or file type will be used must, to the extent possible and applicable, follow all accessibility features listed on the product's website. Any document-sharing platform must be decided upon by both the Provider and Pew to ensure accessibility. For example:
 - a. Ensure compatibility with screen readers.
 - b. Provide descriptive alt-text for all visuals.
 - c. Provide headings to structure documents.
 - d. If colors are used, use high-contrast colors and ensure that this is not the only way of communicating information or differences.
 - e. When bulleted or numbered lists are included, ensure that they have been created using the software's built-in tool (e.g., no hyphens or other symbols) to ensure that screen readers will read them as a list.
 - f. If using tables, ensure that the header row is defined.

Spreadsheets:

1. Avoid using merged cells.
2. Avoid creating unnecessary spacing between columns and rows.
3. In Microsoft Excel, be sure that column and row titles are defined as follows:
 - a. Go to the first cell where there is a column title.
 - b. Right click on the cell and go to "define Name."
 - c. A dialogue box will appear, and in the box, you should type: "Title..Z500," then click Enter. This will allow screen readers through cells in the spreadsheet.

Web-based products:

1. Choose a content management system that supports accessibility.
2. Use headings correctly to organize the structure of your content.
3. Include proper alt-text for images.
4. Give your links unique and descriptive names.
5. Use color with care.
6. Design your forms for accessibility.
7. Use tables for tabular data, not for layout.
8. Ensure that all content can be accessed via the keyboard alone (in a logical way).
9. Use Aria roles and landmarks, but only when necessary.
10. Make dynamic content accessible.

Virtual events and presentations:

1. When the invitation is sent, share with all attendees the list of accommodations provided, along with a note about how to request additional/other accommodations, and include a specific point of contact.
2. Ensure that closed captioning, preferably via Communication Access Realtime Translation (CART) or real-time captioning, is available.
3. Share slides with attendees at least one day before the presentation.
4. Ask presenters to verbally describe materials (e.g., charts, tables, etc.).
5. Use a platform that is compatible with accessibility needs such as screen readers and live captions.
6. Consider general event design strategies, such as movement breaks, to maximize sustainability
7. Enable multi-pin so participants can better follow along (e.g., lip-reading multiple speakers, watching both speaker and sign language interpreter).

In-person events:

1. As early as possible, share with all attendees the list of accommodations in the invitation, along with a note about how to request additional/other accommodations, and provide a specific point of contact for those requests.
2. When selecting an event venue, consider whether the following are available: live captioning, assistive listening devices, reserved front-row seats, large print, wheelchair access throughout, scent-free room, lactation room, and gender-neutral bathroom.

APPENDIX G

Code of Ethics and Values

Pew is committed to demonstrating the highest level of integrity and professional standards; creating common ground; and promoting a respectful environment free from discrimination and harassment. These commitments reflect our institutional values.

We ask that Grantee join Pew in committing to operate and engage in accordance with law and the highest civil and ethical standards.

Pew' partners (Partners) are individuals or entities, including grantees, fellows/scholars (current, prospective, or former), collaborators, partners or contractors, with whom Pew is working or funding. Pew expects its Partners to abide by the following Code of Ethics in addition to complying with all applicable laws and regulations.

Integrity: Promoting an environment that values respect and promotes high standards of personal and professional conduct. Research must be conducted in an ethical, open-minded manner, guided and validated by applicable scientific and research standards and reported accurately and without bias.

Equity and Inclusion: Prohibiting discrimination based on age, race, color, sex (including pregnancy), nation of origin, ethnicity, religion, disability, marital status, sexual orientation, gender identity or expression, genetic information, military/veteran status, or any other basis prohibited by law (collectively "Protected Characteristics"). It is expected that those working with or accepting funding from Pew will operate from a perspective of mutual respect, ensuring that harassment of any form, including on the basis of Protected Characteristics, is not tolerated.

Innovation and Impact: Illuminating issues, creating common ground, and making tangible progress. To make durable, long-lasting change, it is critical that diverse experiences are welcomed with a focus on the communities we serve and support.

Humility and Nonpartisanship: Recognizing that positive change requires active collaboration and building bridges among different perspectives. To serve the common good, recommendations should be based on facts and evidence, not ideology or opinion. A commitment to expanding common ground necessitates civil debate, respectful dialogue, and thoughtful, informed compromise.

This Code of Ethics is, by necessity, general in outlining broad ethical principles. We will be guided by it as well as by other relevant standards for the charitable sector when responding to specific issues not explicitly mentioned above. Pew reserves the right to terminate its relationship with any Partner, to the extent permitted by law, if at any time Pew makes a determination that the Partner has engaged in behavior that contravenes the letter or spirit of this Code of Ethics.