



Heartland Alliance
Heartland Alliance International
Heartland Alliance Health
Heartland Housing
Heartland Human Care Services

REQUEST FOR PROPOSALS

RFP # 2018-105

ISSUE DATE: November 30, 2018

TO: Non-profit and civil legal aid human resource, technology and process improvement vendors

FROM: Heartland Alliance

PROGRAM NAME: National Immigrant Justice Center

RE: Solutions to Improve Delivery of Pro Bono Immigration Service

SUBMISSION RFP DEADLINE: Friday, December 14, 2018,
5:00 P.M CST

1 PURPOSE

The National Immigrant Justice Center (NIJC) is accepting proposals to recommend technology and/or human capital solutions (onboarding, training, etc.) to maximize the efficient use of pro bono immigration attorneys on behalf of NIJC clients. NIJC seeks recommendations to leverage best-in-class technology, process, training and management approaches to maximize the quality and efficiency of NIJC's pro bono legal services sustainability of these services.

For more than 30 years, NIJC has promoted human rights and access to justice for immigrants, refugees, and asylum seekers through legal services, policy reform, impact litigation, and public education. Thanks to the support of more than 1,600 *pro bono* attorneys from the nation's leading law firms, NIJC has made critical advances improving the lives of hundreds of thousands of individuals. NIJC provides legal services to more than 10,000 immigrants annually, including asylum seekers, detained immigrants, unaccompanied children, survivors of domestic violence and human trafficking, LGBT immigrants, and Dreamers who were brought to the U.S. as children. NIJC and its *pro bono* attorneys have been on the vanguard of federal impact litigation

and policy advocacy, setting positive precedents for those seeking human rights protections within our borders. In addition to its legal work, NIJC's policy analysis and issue-based reporting, hosted on the website, has helped to educate policymakers and journalists while holding the U.S. government accountable for its treatment of immigrants and gained traction for reforms within the system.

2 REQUEST FOR PROPOSALS

A. Technical or Other Specifications/Statement of Work

Vendors must submit proposals for the goods and services that meet the specifications listed below:

The primary objective of this project is to help NIJC strengthen its pro bono program and structures to build a sustainable and scalable program while also improving the quality of service delivered to clients and the experience provided to pro bono attorneys. To that end, NIJC seeks to hire a vendor with significant experience in working with legal aid organizations, as well as on issues directly related to pro bono attorney engagement and outsourcing. NIJC seeks a vendor who will assess NIJC's current systems, processes and materials related to pro bono engagement. The vendor should be prepared to address the following five issues, among others:

- Based on best practices and innovations adopted by other legal service providers and legal aid organizations, how can NIJC best leverage technology to enhance communication and case management processes with pro bono attorneys? What platforms provide the most effective delivery system for pro bono onboarding, training and development? Similarly, how can NIJC better leverage technology for registering potential clients for clinics, such as DACA or asylee/refugee benefits clinics?
- NIJC provides sample documents, practice advisories, and case resources for its pro bono attorneys upon request and via its attorney resources page on the NIJC website. What resource sharing or learning management platforms would best meet pro bono attorneys' needs? What case resources and samples would pro bono attorneys benefit from receiving more frequently?
- In recent years, NIJC has noticed a decrease in pro bono attorneys' basic lawyering skills, with many attorneys lacking experience in drafting of affidavits or legal briefs, strategize corroborating evidence, or preparing clients/witnesses for trial. Given the unique nature of the pro bono services that NIJC provides, how can NIJC best collaborate with law firms and corporate legal departments to ensure attorneys are equipped to handle pro bono matters without extensive supervision on basic trial skills?
- Increasingly, the personal histories of NIJC's clients involve very sensitive and traumatic circumstances, including sexual violence, gender violence, child abuse

and NIJC has found many pro bono attorneys ill equipped to navigate these client relationships. How can NIJC better position pro bono attorneys to work with and interview clients with these histories, and thereby position itself to better leverage pro bono engagement to respond to the needs of clients and potential clients?

- Pro bono attorneys tell NIJC that extensive adjudication delays often prevent them from taking on more pro bono matters. Although their initial case may need little ongoing work during the delayed period, the attorneys are reluctant to accept a new matter before the first is resolved. Is there a better strategy for communicating these realities to pro bono attorneys and explaining that they may have greater capacity to take on additional cases?

The consultant will utilize objective and subjective data sources to

- Interview NIJC Leadership Board members and *pro bono* attorneys to define the challenges they face representing clients.
- Interview NIJC staff to better define challenges they face working with *pro bono* attorneys and data they collect on *pro bono* program function.
- Quantify the value of *pro bono* attorneys on cases compared to the support cost so NIJC can effectively evaluate its various *pro bono* models.
- Make recommendations to resolve challenges, which may include changes in:
 - Structure of NIJC's *pro bono* program
 - Methods of communications, including recruitment of *pro bono* attorneys
 - Requirements from firms
 - Technology options

B. Submission Requirements

Proposals must include both a timeline and budget for proposed work. Time lines will be part of the contractual agreement; therefore, a realistic timeframe for completion is requested. Please indicate how many rounds of review are typically provided for projects of this scale and budget.

Please discuss the following elements in your proposal:

- At least three (3) deliverables that best reflect your work and relevancy to this project. Briefly list the role your firm played in each project.
- Describe your experience in producing deliverables for non-profit advocacy organizations.
- Provide current reference information for three former or current clients within the past three (3) years
- Provide a company profile including size of staff, length of time in business, and core competencies.

- Describe what type of team will be assigned to this project. What will each person’s role be? Please include a brief background summary for each key staff member assigned to this project.
- Briefly describe your firm’s approach or methodology for the way you work, including your project management process.
- Please discuss any planned mergers or acquisitions.
- Please discuss any hardware/software vendor partnerships.
- Provide a minimum of three (3) professional references.

Key RFP Information

1 .Introduction

Heartland Alliance will receive Proposals via email only until 5:00 P.M. (CST) on INSERT DATE HERE (“Proposal Due Date”) in accordance with this RFP must be received by Heartland Alliance at the address below:

Heartland Alliance
 Attn: Robyn Schuster
rschuster@heartlandalliance.org

Proposals submitted after the designated date and time will not be accepted for any reason and will be returned unopened to the originator.

2 RFP Timeline

RFP Issued	<i>Friday, Nov. 30, 2018</i>
Questions Due	<i>Friday, Dec. 7, 2018</i>
Answers to Questions	<i>Tuesday, Dec. 11, 2018</i>
Anticipated Award	<i>TBD</i>

3. Communication, Interpretation and Addenda

No respondent is entitled to rely upon any oral interpretation by Heartland Alliance or its representative concerning the meaning of this RFP. This RFP and any addenda will be available by contacting the designate person listed within this RFP. It is the Respondent’s obligation to obtain any addenda that may be subsequently issued.

All requests for interpretation must be made in writing and submitted to Robyn Schuster at rschuster@heartlandalliance.org no later than Friday, Dec. 7, 2018, 5:00p.m. CST.

Heartland Alliance may award one or more contracts based on the evaluation criteria contained

within this RFP to responsible and responsive respondents, provided their proposals are in the best interest of Heartland Alliance

C. Evaluation Criteria

Heartland Alliance will evaluate responses based on the criteria outlined below.

Evaluation Criteria	Maximum Points
Appropriateness of scope of work/ operation plan	30
Pricing and Fee Structure	30
Experience, Knowledge, Qualifications	20
Demonstrated and understanding of the scope of work and requirements	20

D. Insurance

Respondent must submit a current certificate of insurance in the form required by this RFP. At the time of contract award, the Selected Respondent will be required to provide an updated certificate of insurance, and all required endorsements adding Heartland Alliance and any other required party as an additional insured at contract award that meets Heartland Alliance minimum insurance requirements as set forth in Attachment A.

E. Payment Terms

Proposals should include payment terms.

F. Response

Responses to this RFP should be submitted no later than Friday, December 14, 2018, 5:00 P.M. CST by email as PDF files to the attention of:

Robyn Schuster
National Immigrant Justice Center
rschuster@heartlandalliance.org

The mandatory criteria must be met and include itemized cost proposals. The price proposal should be inclusive. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

If the execution of work to be performed by your company requires the hiring of sub-contractors, you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined. In your proposal please provide the name, address, and EIN of the subcontractor.

G. Contracting Mechanism

A contract will awarded in U.S. Dollars (USD). In the event delivery terms need to be shifted during the time-period between the signature of the agreement with the selected vendor and delivery, Heartland Alliance will modify the contract.

H. Award

Heartland Alliance may award one or more contracts based on the evaluation criteria contained in this RFP to responsible and responsive respondents, provided their proposals are in the best interest of Heartland Alliance.

3 FALSE STATEMENTS IN OFFER

Vendors must provide full, accurate, and complete information as required by this solicitation and its attachments.

4 CONFLICT OF INTEREST

Vendors must provide disclosure of any past, present, or future relationships with any parties associated with the issuance, review, or management of this solicitation and anticipated award. Failure to provide full and open disclosure may result in Heartland Alliance having to re-evaluate selection of a potential vendor.

5 DISCLAIMERS

1. Heartland Alliance will not compensate vendors for preparation of their response to this RFP.
2. Issuing this RFP is not a guarantee that Heartland Alliance will award a purchase order/contract. Heartland Alliance has no contractual obligations with any vendor based upon the issuance of this RFP.
3. Heartland Alliance reserves the right to issue a purchase order/contract based on the initial evaluation of offers without discussion.
4. Heartland Alliance may choose to award a purchase order/contract for part of the activities in the RFP.
5. Heartland Alliance may request from short-listed vendors a second or third round of written responses to a more specific and detailed scope of work that is based on a general

scope of work in the original.

6. Heartland Alliance has the right to rescind and, or rescind an award prior to the signing of a purchase order/contract due to any unforeseen changes in the direction of Heartland Alliance's client (the U.S. Government), be it funding or programmatic.
7. Heartland Alliance reserves the right to waive any deviations by vendors from the requirements of this solicitation that Heartland Alliance's opinion are considered not to be material defects requiring rejection or disqualification; or where such a waiver will promote increased competition.

Appendix 1 –RFP # 2018-105

Cost Proposal

Provide all relevant pricing information and total cost:

Description	Cost
<i>Total Cost Proposal</i>	

Appendix 2 – CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The vendor certifies that—

(a) (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other vendor, including but not limited to subsidiaries or other entities in which vendor has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the vendor, directly or indirectly, to any other vendor, including but not limited to subsidiaries or other entities in which vendor has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the vendor to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the vendor's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the vendor in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;

(ii) As an authorized agent, does certify that the principals of the vendor have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) Vendor understands and agrees that –

(1) violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) discovery of any violation after award to the vendor will result in the termination of the award for default.

CERTIFIED BY:

RFP/RFQ No. _____

Name of Vendor Organization:

Signature of Authorized Official:

Date: _____

Title: _____

Printed Name: _____

Appendix 3 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; [This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and [This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) [This paragraph (a)(1)(ii) is stayed indefinitely.] The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and c) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and (iii) The Offeror has [] has not [], within a three-year

period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Insurance Requirements for Vendors – Attachment A

The following minimum insurance requirements apply to all vendors. If the service or work represents an unusual or high risk, such as construction, additional insurance may be required. For more information, consult with the Enterprise Risk Management department.

Certificates of Insurance and Additional Insured

All Vendors shall furnish Heartland Alliance with an original Certificate of Insurance listing “Heartland Alliance, 208 S. La Salle, Suite 1300 Chicago, IL 60604” as the certificate holder.

The Commercial General Liability and Auto Liability shall name Heartland Alliance, all subsidiaries and related entities, employees, officers, board of directors, agents and volunteers as additional insured by way of endorsement. Vendor shall require the same additional insured endorsements from Subcontractors.

Coverage and Policy Limits

Vendors must maintain commercial general liability, auto liability, excess/umbrella liability, worker’s compensation and employer’s liability insurance policies issued by a company or companies rated at least “A” in A.M. Bests Key rating guide.

The vendor shall provide a 30-day notice of cancellation or non-renewal of coverage to Heartland Alliance. Such insurance must be primary as to any other valid and collectible insurance.

Commercial General Liability:

- Each occurrence \$1,000,000
- General aggregate \$2,000,000 for bodily injury, personal injury and property damage liability.
- Coverage shall include all premises and operations, products/completed operations, separation of insureds, and contractual liability.

Automobile Liability:

- Combined single limit \$1,000,000 for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

Umbrella/Excess Liability:

- Not less than \$2,000,000 per occurrence and in the aggregate.

Workers' Compensation

- Statutory limits

Employers Liability:

- \$500,000 per each accident or illness

Other insurance that may be required

Professional Liability: If vendor is engaged for professional services by a professional on staff or under a consulting agreement, vendor must secure, acquire and maintain, or require its independent consultant or Subcontractor to acquire and maintain, Professional Liability insurance in limits not less than \$1,000,000 each occurrence and \$2,000,000 policy aggregate covering the professional services performed in connection with the project and continuing in force by renewal or extended reporting provision for not less than three years after completion of the Services.