Digital Trust & Safety Partnership

CALL FOR PROPOSALS

To be Eligible to Conduct Third-Party Assessments as a Third-Party Assessor

Project: Third-Party Assessment of Partner Companies' Implementation of DTSP's Best Practices Framework

---

Introduction and Background	3
Administrative	4
Evaluation Factors for Award	6
General Information	7
Assessor Independence Requirements	9

Introduction and Background

Background

The Digital Trust & Safety Partnership (DTSP) is seeking qualified and experienced respondents to submit a written proposal in response to this Request for Proposals (RFP) to provide a private Third-Party Assessment as a Third-Party Assessor.

Scope and Expectations

This RFP seeks qualified entities who can deliver a Third-Party Assessment for the selected DTSP Partner Companies.

Independent assessors must adhere to the highest professional standards for Third-Party Assessments. Assessors must meet the independence requirements set forth in this RFP. Due to the complexity and rapidly changing nature of the industry, a variety of skill sets are required of DTSP assessors; qualified individuals and organizations are encouraged to form teams of assessors.

Given the unique nature of Trust & Safety in an ever-evolving environment, coupled with the fact that DTSP is a pioneer in building this Third-Party Assessment program, selected assessors must have experience in the Trust & Safety space. Experience with Trust & Safety will be a priority over any relevant experience conducting independent third-party assessments. As such, the following requirements are critical:

1. Each chosen assessor team should have expertise with at least three of the five DTSP Commitments as found in the DTSP Best Practices Framework.
2. Given the limited set of experienced assessors in the Trust & Safety realm, all assessors will be expected to attend the Trust & Safety Assessor Academy, as developed by DTSP and its expert consultants.
3. Such an Assessor Academy will include the following components:
    a. An Assessor Academy will provide insight into the following areas of the DTSP Best Practices Framework: product development, product governance, product enforcement, product improvement, and product transparency.
    b. The Assessor Academy will be at a minimum two days long, utilizing expertise within each DTSP Commitment area. Trainers may be member company experts along with other industry experts as identified by DTSP.

The scope of the assessment would include three distinct phases to a Third-Party Assessment.

1. The initial phase will consist of the DTSP member company answering a set of questions surrounding their products and the overall ability for threat actors to exploit the company. The answers to these questions will inform the Assessor of the company's Risk Profile. Depending on the outcome, each company will undergo various levels of assessments.
2. The second phase of the Third-Party Assessment will be reliant on specific examples that showcase how risks are mitigated within the company. These summaries will be verified by the Assessor in varying manners, depending on the overall risk. Higher Risk Profile companies may result in

interviews with the company employees by the Assessor, while lower Risk Profile companies may have their answers validated by the Assessor through documentation.

3. The third phase of the Third-Party Assessment will be composed of the artifacts that support the second phase "examples'' provided by each company.

The assessment should be anywhere from 30 days and may last up to six months.

Deliverables

Third-Party Assessors will be expected to produce the following deliverables:

Deliverable #	Deliverable Name	Description
1	**Initial Request List**	Initial list of policies, procedures, and artifacts required by the Assessor to aid in its preparation of the assessment.
2	**Project Plan**	Project plan that describes the project timeline, dependencies, percent complete, milestones, tasks, due dates, and resources assigned, covering the full scope of the project.
3	**Current State Assessment**	A report that provides in-depth detail about the findings from assessment of technical and operational processes.
4	**Gap Analysis and Recommendations**	The consolidated report that describes the gaps identified in the Current State Assessment, and recommendations on how each gap can be remediated.
5	**Executive summary report and closing meeting**	A report that provides an executive-level overview of the project scope, key findings, business risks and impacts, associated root causes and recommendations.

Administrative

Proposal Inquiries

Respondents may make written inquiries regarding this RFP any time during the inquiry period listed in the Schedule of Events. DTSP may not respond to any improperly formatted inquiries and will not respond to any verbal inquiries. DTSP will try to respond to all proper inquiries within 24 hours, excluding weekends and public holidays. DTSP will not respond to any inquiries received after the due date set forth below for questions. DTSP may extend the proposal due date. Any inquiry and DTSP's response will be made available publicly.

Inquiries should be emailed to dtsp@dtspartnership.org.

Due Dates

All proposals are due by 5:00pm, ET, on March 20, 2023. Any proposals received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late proposals will not be evaluated for award.

Schedule of Events

Event (all times listed are Eastern Time)		Date
1	**RFP Distribution to Vendors**	February 16, 2023
2	**Questions from Vendors Due**	March 2, 2023
3	**Answers Published to Questions Received by March 2, 2023**	March 9, 2023
4	**Proposal Due Date**	March 20, 2023
5	**Interview of Candidates, if needed**	April 3, 2023
6	**Anticipated Committee Recommendation of Vendor(s)**	April 20, 2023
7	**Anticipated Board Approval of Vendor(s)**	April 28, 2023
8	**Anticipated Work Commencement Date**	As soon as May 2023

Proposal Submittal

Each Respondent must submit signed copies of its proposal to dtsp@dtspartnership.org.

Proposals submitted will be reviewed by DTSP and its Board Members. Respondents may receive requests for additional information before an acceptance or rejection decision is made. All decisions are final. Each proposal will follow this format:

- Cover Letter (Include phone number and email contact);
- Respondent Information:
    - Respondent References (3 minimum);
    - Respondent Resumes of individual who will work on assessment;
    - Additional Respondent Information (optional);
- Respondents agree to an Hourly Rate for Work provided on a time and materials basis. All rates will be based on the Respondents' rate cards; and
- Conflict of Interest Statement disclosing any relationship or financial interest between Respondent or its officers or directors or 10% or greater shareholders and DTSP or its members, or any other relationship or financial interest that could reasonably be seen as creating a conflict of interest between Respondent and DTSP in connection with its performance under this RFP if it is awarded the contract.

DTSP will not be liable for any costs incurred by any offer or in responding to this RFP, even if DTSP does not award a contract through this process.

DTSP may reject late proposals regardless of the cause for the delay. DTSP may also reject any proposal that it believes is not in its interest to accept and may decide not to do business with any of the Respondents.

Assessors must meet all requirements of this RFP before any consideration is given. Completion of all requirements does not guarantee selection.

Selected Assessors must enter into a Master Services Agreement with DTSP.

Evaluation Factors for Award

Requirements

The following will be considered in determining the Respondent to be selected for this engagement, according to a standardized scoring methodology:

- Adherence to the stated requirements and technical proposal response;
- Relevant experience in content moderation and Trust & Safety;
- Relevant experience of the proposed team; and
- Relevant experience performing assessments.

The successful Respondent to this RFP will have demonstrated experience in content moderation and the Trust & Safety space: product development, product governance, product enforcement, product improvement, and product transparency. The successful Respondent may be required to pass a background check.

In response to this RFP, please provide a minimum of three references with contact information for each reference. Reference contacts must be from a client who managed or supervised you or your firm's work or who had oversight responsibility for you or your firm's performance for that work experience. The reference contact must be available to validate the experience provided on the dates specified in the submission Include the following information for each reference:

1. Engagement Name;
2. Brief Description of the Engagement;
3. Contact Name and Title; and
4. Contact Phone Numbers and Email Address.

Respondents should also briefly describe their understanding of the services needed and the activities the Respondent will perform. Respondents should include expectations of all entities outside their own team and how Respondents would initially engage with DTSP and its stakeholders to perform this work. The successful Respondents to this RFP must be qualified, and must have the demonstrated ability to provide similar services for other projects similar in size and complexity to the solutions project.

General Information

General Terms

This RFP does not commit DTSP to enter into an agreement, to pay any costs incurred in the preparation of this proposal or in subsequent negotiations, or to procure or contract any Services.

Revisions to RFP

In the event that it is necessary to revise or amend any part of the RFP, timely addenda will be issued by email to those firms that respond to the RFP.

Reservation of Rights by DTSP

The issuance of this RFP does not constitute an assurance by DTSP that any contract will be entered into by DTSP and DTSP expressly reserves the right to:

- Reject any and all proposals;
- Request additional information and data from any or all Respondents;
- Supplement, amend, or otherwise modify this RFP or cancel this RFP with or without the substitution of another RFP;
- Disqualify any Respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data;
- Disqualify any Respondent on the basis of any real or apparent conflict of interest;
- Disqualify any Respondent on the basis of past performance on other projects;
- Prior to the response time, DTSP may meet with and consult with some or all of the potential Respondents to this request;
- Assessed companies may negotiate with any Respondent to this RFP and shall have the sole discretion to choose the best combination of qualifications and price for the Project and Services; and
- DTSP shall have the sole discretion to select one, none or several different Respondents to provide the Services, or portions thereof.

By responding to this RFP, each Respondent agrees that any finding by DTSP regarding any fact in dispute as to this RFP or proposals received by DTSP under this RFP shall be final and conclusive except as provided herein.

Evaluation

An Evaluation Committee will evaluate and determine the individual and comparative merits of each of the proposals received. It is the responsibility of the Respondent to ensure that the proposal complies with this RFP, demonstrates qualifications, and provides the information requested. If the Respondent fails to provide any information requested in this RFP, such failure may result in either non-qualification of a

particular category of service or rejection of the proposal. The Evaluation Committee may choose to interview some, none, or all Respondents.

Proprietary Material

DTSP assumes no liability for disclosure of proprietary material submitted by Respondents. Proposal submittals may be considered public documents under applicable state law except to the extent portions of the proposal are otherwise protected under applicable law. Any specific item of information that Respondent asserts is a trade secret, and which is included in a proposal shall be segregated by Respondent from the other portions of the proposal and labeled as such. Respondent shall not label an entire document as a "trade secret," merely because a portion of that document is or may be a trade secret. If any information claimed by Respondent to be a trade secret becomes the subject of a public records or other such request for production, DTSP will notify the Respondent and, upon the execution of an agreement to defend and indemnify DTSP, will allow the Respondent to address the public records or other requests on behalf of DTSP in the appropriate forum.

Disposition of Proposals

All Proposals received by DTSP shall upon receipt become and remain the property of DTSP. DTSP shall have the right to use all concepts contained in any Proposal and this right will not affect the solicitation or rejection of any Proposal.

Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against DTSP based on:

1. Any misunderstanding concerning the information provided herein;
2. Concerning DTSP's failure, negligent or otherwise, to provide the Respondent with pertinent information as intended by this RFP; or
3. DTSP's decision to select a different party as the Assessor vendor.

Subcontractors

In the event a Proposal is submitted that involves more than one organization, one organization shall be designated as the Respondent. All other participants shall be designated as subcontractors. All subcontractors shall be identified by name and for each proposed subcontractor, background information along with a description of the functions or tasks the subcontractor(s) would perform under this RFP must be included consistent with instructions found elsewhere in this RFP. The Respondent shall be wholly responsible for the entire performance whether or not subcontractors are used. The project leader (Project Manager) shall be an employee of the Respondent and meet all the relevant requirements.

The Respondent must acknowledge a binding agreement between the Respondent and any subcontractors have been executed. DTSP reserves the right to review any subcontracting agreements.

Award

Notification of intended contract award, if any, shall be provided to the selected Respondent on or about the date specified in this RFP. Such notification shall be subsequently confirmed in writing. The contract award is subject to availability of funding. Until DTSP returns a countersigned Master Services Agreement there is no binding agreement and DTSP retains the freedom to determine how to proceed, notwithstanding any notification of intended contract award it may have provided.

DTSP is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the vendor(s) prior to the official starting date, and contract work prior to this date may result in no payment. DTSP reserves the right to modify this policy; any modification will be made in a written statement and signed by both DTSP and the vendor.

Assessor Independence Requirements

Introduction

Organizations seeking to perform Third-Party Assessments of digital products and services using the DTSP Best Practices Framework must be independent and impartial, and perceived to be independent and impartial. This means that the assessor must be able to perform the assessment free from influences that would compromise the assessor's professional judgment, objectivity and integrity.

It is recognized that a source of revenue for the assessor is the fee paid by the company it is assessing, and that this is a potential threat to impartiality.

It is essential that the assessor's decisions be based on objective evidence, and that its decisions are not influenced by other interests or by other parties.

Threats to impartiality may include but are not limited to the following:

1. Self-interest: threats that arise from a person or body acting in their own interest. A concern related to the assessment, as a threat to impartiality, is financial self-interest;
2. Self-review: threats that arise from a person or body reviewing the work done by themselves. Assessing the Trust & Safety practices of a client to whom the assessor provided Trust & Safety consultancy would be a self-review threat;
3. Familiarity (or trust): threats that arise from a person or body being too familiar with or trusting of another person instead of seeking evidence; and
4. Intimidation: threats that arise from a person or body having a perception of being coerced openly or secretly, such as a threat to be replaced or reported to a supervisor.

The assessor shall be responsible for the impartiality of the assessment activities and shall not allow commercial, financial or other pressures to compromise impartiality.

The assessor shall have top management commitment to independence and impartiality in the assessment activities, including policies and procedures aligned with this document as disclosed to DTSP as follows.

Disclosure Form

Third-Party Assessors shall complete a disclosure form addressing the below criteria and submit it to the DTSP Executive Director. This form shall be updated annually, or as a result of any material changes.

Previous and future work

The following criteria regarding previous and future work shall be disclosed and are mandatory to be eligible to conduct the assessment:

- The assessor shall not have provided any non-assessment or audit services related to Trust & Safety to the company concerned, or any legal person connected to that company, in the 12 month period before the beginning of the assessment;
- Any individual within an organization selected to conduct the assessment shall not have been employed or appointed as a director, officer, or trustee of the company being assessed during the past five years;
- The assessing organization will confirm that it is not currently subject to any NDA or legal or commercial constraint resulting from prior on-going work that might restrict the ability or willingness of the assessor to conduct a comprehensive assessment;
- The assessor shall commit to not providing them such services, in the 12 months' period after the completion of the assessment;
- Any individual or team within an organization selected to conduct an assessment shall commit to being barred from seeking or accepting employment with the company assessed for 12 months from the close of the assessment;
- This does not prohibit the individual, team, or organization seeking advisory, assessment, or consulting work from the company, subject to the prohibition on non-assessment services related to Trust & Safety.

If it is unclear whether work is related to Trust & Safety, the parties will consult with DTSP's Executive Director.

Repeat Assessments

The assessor shall commit to not providing assessments to a company, or any legal person connected to that company, for a period longer than 10 consecutive years.

Compensation and Non-Contingent Fees

Compensation for independent assessors shall be limited to usual and customary fees and expenses. The assessor shall not perform the assessment against fees which are contingent on the result of the assessment.

Gifts

Assessors shall not use their relationship with a company for inappropriate personal gain. Assessors may not give or receive gifts from the companies they assess. Nominal gifts shall be exempt; gifts are considered nominal if their value does not exceed $100 per every calendar year and no single gift exceeds $25 in value. A reasonable level of expenses for meals during assessments is permitted.

Conflict of Interest

Assessors must be free of actual or potential conflicts of interest in order to conduct DTSP assessments. Assessors shall provide evidence to DTSP evidence that internal structural and procedural safeguards are in place to address potential and actual conflicts of interest. Such safeguards shall include:

- Written policies for disclosure of potential conflicts of interest and withdrawal from particular engagements as appropriate;
- Written policies governing the separation of personnel handling assessment functions from personnel handling sales and consulting functions; and
- Written policies for internal review of potential conflicts of interest with companies being assessed.

The following factors, as well as any other situations that could present the assessor with a conflict of interest, shall be disclosed to DTSP as part of the disclosure form:

- Any immediate family members that are employed by the company being assessed (or any of its wholly owned subsidiaries);
- Details of any consulting services the individual or team that will conduct the assessment has performed for the company being assessed, during the last five years;
- Details of any significant transactions between the individual or team that will conduct the assessment and the company being assessed during the last five years, where a significant transaction is a transaction more than 20% of the annual Income of the individual or entity;
- Whether the annual income received by the individual or team that will conduct the assessment from the company being assessed currently equals or exceeds 20% of their annual revenues;
- Investments in the company being assessed, other than through a mutual fund;
- Any employment negotiations within the last 12 months with the company being assessed;
- Any previous employment of immediate family members by the company being assessed (or any of its wholly-owned subsidiaries); and
- A former partner, principal, shareholder or professional employee of the assessment company who has accepted employment with the company that it seeks to assess provided that he or she has a continuing financial interest in the assessment company or is in a position to influence the assessment firm's operations or financial policies.

DTSP shall make a specific determination, considering all facts and circumstances, including but not limited to the factors outlined above as to whether the assessor is able to provide an independent assessment.

The above conflict of interest rules are to be reviewed by the DTSP Board on an annual basis.