

REQUEST FOR PROPOSALS

National Association of County and City Health Officials (NACCHO)

Communications Support

Release Date: February 20, 2024

Due Date: Thursday, March 7, 2024

REQUEST FOR PROPOSALS

Communications Support

Applications must be submitted electronically by **Thursday, March 7, 2024 by 11:59 pm Eastern Standard Time**

Background

The National Association of County and City Health Officials (NACCHO) represents over 3,300 local health departments across the United States. NACCHO's vision is health, equity, and security for all people in their communities through public health policies and services. NACCHO's mission is to be a leader, partner, catalyst, and voice for local health departments to ensure the conditions that promote health equity, combat disease, and improve the quality and length of all lives.

NACCHO builds the capacity of local health departments through providing training, developing resources, convening members for peer-to-peer learning, and delivering technical assistance. NACCHO staff deliver this support through projects funded by federal and private sector grants. NACCHO is seeking one or more communications firms to augment our internal communications team to ensure deliverables from these projects are high-quality, timely, and culturally sensitive.

Ideally, the communications firms and consultancies will employ talent who have knowledge and experience working with public health organizations. Excellent communications and marketing activities contribute to the advancement of local public health practice by helping public health leaders develop a variety of resources designed to bolster local public health outreach and deliver effective, fact-based messaging that advances favorable health outcomes and/or learning. Effective outreach to NACCHO members, organizational partners, grantees, and communities is central to our mission.

Description of the Opportunity

NACCHO will enter into a Master Services Agreement (MSA) with up to five firms to provide communications services to support certain project deliverables. Services will include creative and technical writing, editing, copyediting, and layout and graphic design. Other services may include project management and the development of print and electronic publications, website, video, and social media content. Firms may choose to apply to provide all services, or a subset. NACCHO encourages both specialty and full-service firms to submit proposals in any or all areas of expertise.

Under this MSA, NACCHO program leaders will issue the necessary project background, context, and scope in individual Statement of Work submissions that outline project goals, deliverables, communication expectations, and timelines.

Deliverables

NACCHO staff members will work with selected firms and consultants to provide subject matter expertise in specific program areas. In turn, firms will work with NACCHO staff and subject matter experts to produce effective deliverables that meet program goals and objectives. Examples of the types of deliverables NACCHO may request from selected firms over the next year include:

- A variety of guides
- Blog posts/blog series
- Booklets
- Case studies
- Communications toolkits
- Course content, including introductions and glossaries
- Fact sheets
- Formatting/graphic design assignments
- Infographics
- Large and small copyediting assignments
- News articles
- One pagers
- Publications
- Reports
- Social media content
- Training curricula
- Training toolkits
- Worksheets

In addition, future Statement of Work submissions could include the creation of a comprehensive crisis communications and messaging strategy, the development of communications plans for marketing NACCHO events, and the identification of new activities to widen NACCHO messaging opportunities. Anticipated future deliverables could include:

- Communications plans
- Crisis communications strategies, including talking points/organizational messaging
- Editorial materials, such as newsletters
- Event marketing plans
- Issue briefs
- Marketing materials, such as ads

- Meeting collateral, including creative and graphic design deliverables, such as website banners, logo design, app graphics, etc.
- Press releases
- Promotional materials, such as brochures
- Promotional plans
- Videos/video series
- White papers

When NACCHO needs external communications support, NACCHO program leaders will develop short Statements of Work (SoW) that describe the potential opportunity and will share the SoW with the relevant contracted firm. The firm will have one to two weeks to respond with a one-page price quote that includes specific staff proposed to carry out the SoW, their credentials, their hours and rates, and a short description of how the work will be completed within NACCHO's requested timeframe. If NACCHO has entered into an MSA with more than one firm for the same type of service, NACCHO will use its best efforts to rotate work among those firms qualified to meet the Statement of Work.

NACCHO will pay the firms in exchange for completion of the assigned scope of work via accepted deliverables.

Eligibility and Desired Qualifications

Since communications firms or consultants can apply to provide all services or a subset, the desired qualifications and eligibility of the firms or consultants may vary based on identified areas of expertise. Additional requirements will be identified in Statements of Work for specific services.

The ideal communications firms, marketing firms, and consultants would have:

- Credentials and track records in working with diverse groups of health professionals and health organizations to support health brands.
- Demonstrated experience in communications, marketing, and/or promotions to help clients take actions to improve health in local, national, or global communities.
- Experience performing similar work or services, where comparability can be measured
 by size, type, and complexity of work. For example, if crisis management is a part of a
 communications firm or consultants' expertise, then there should be demonstrated
 experiences in helping clients minimize risk, manage issues, and maximize crisis
 preparedness.

The ideal brand, creative, and graphic design firms and consultants would have:

- Long-standing credentials and track records in brand strategy or graphic design excellence. Familiarity with user-centered design preferred.
- Extensive experiences performing similar work or services, where comparability can be measured by size, type, and complexity of work.
- Solid experience with graphic arts software, including but not limited to, Adobe InDesign, Photoshop, and Illustrator, or other page layout programs.
- Experience with data visualization software/tools, including but not limited to, Tableau, PowerBI, Flourish, Datawrapper, and/or ArcGIS could prove useful.
- Familiarity with creating interactive graphics using HTML, CSS, and/or Javascript (including the D3 visualization library) preferred.

The ideal video firms or consultants should have:

- Demonstrated experience in the development of creative videos.
- Ability to coordinate and communicate project updates with NACCHO.
- A portfolio that shows strong strategic and conceptual creative thinking applied across a range of deliverables in filming and editing.
- Solid experience with digital technology and editing software packages, including but not limited to, Avid Media Composer, Edius, Lightworks, Premiere Pro, After Effects and Final Cut, etc.
- Proven understanding of fundamental storytelling through the video medium, including design, sense of color, typography, and composition.

Experience in the public health space would be a plus for any of the capability areas listed above.

Instructions to Apply

Qualified firms or consultancies should apply by email with proposals in .pdf format and include:

- 1. Cover sheet with the following information:
 - a) Contact name, email address, phone number, and website (if relevant)
 - b) Answer to the following question to facilitate the contracting process: Does your organization have prior experience in federal contracting?
- 2. Statement of purpose that outlines the firms' capabilities, including:
 - a) A list of specific services the firm proposes to offer NACCHO
 - b) How the firm meets the desired qualifications in the areas specified
 - c) Firm background and experience, including areas of deep expertise
 - d) The names and roles of the primary staff who might be engaged in work for NACCHO, including qualifications (resume/ CV or short bio)
 - e) A description of the firm's or consultant's knowledge and experience in public health, if any
 - f) A summary of processes in any applicable areas of expertise. For example, if reports, publications, or videos, then the firm's production and revision process.
- 3. Provide concise descriptions of three similar work products or deliverables that the firm has completed that reflects the firm's work and that are deliverables relevant to NACCHO's request. Please provide links/copies as appropriate.
- 4. Rate sheet that specifies proposed staff and associated hourly rates.
- 5. Submission of supporting documentation required by NACCHO for contracting:
 - a) Vendor Information Form
 - b) W-9
 - c) Certification of Non-Debarment
 - d) <u>FFATA form</u> (If you are not able to complete this by the application deadline, you may submit it one week after you have been selected.)

Agreement with NACCHO standard contract terms and conditions (Appendix A) is a requirement. Appendix A follows. Applicants should review all terms and conditions to determine whether or not they are appropriate for submitting a proposal. **No modifications to the terms and contract language will be made. Contractors that cannot agree to NACCHO's contract language should not apply for this Master Service Agreement initiative**. If you are an applicant from Florida, please contact NACCHO immediately for a copy of the Florida standard contract.

Selected organization(s) **must be registered with SAM.gov** and able to provide proof of completion by sharing a Unique Entity ID generated by SAM.gov.

Allowable Expenses (Federal Contracting Limitations)

Per HHS requirements, funds awarded under this MSA are prohibited from being used to pay the direct salary of an individual at a rate in excess of the current Federal Executive Schedule Level II salary cap.

In addition, the following items are not allowable expenses:

- A. Alcoholic beverages
- B. Bad debts
- C. Contributions and donations
- D. Entertainment costs
- E. Fines and penalties
- F. Goods and services for personal use
- G. Lobbying
- H. Losses on other awards
- I. Capital equipment
- J. Supplies or purchases from manufacturers/service providers that are banned under Section 889(b) of the National Defense Authorization Act.

NACCHO Responsibilities

Individual NACCHO staff leaders will submit individual Statements of Work, oversee the deliverables required in each Statement of Work, and serve as the primary SoW contact for the selected firm or consultant. Other responsibilities include:

- Provide background information and subject matter expertise, as appropriate.
- Review all materials, in draft form, and recommend revisions.
- Host pre-production planning calls and other meetings on Zoom or Teams.
- Provide review for rough and final edits in a pre-determined time, as outlined in individual Statements of Work.

Selection Process

Each proposal will be reviewed and rated on the following elements:

Firm Capabilities: Firm expertise and prior experience, including the relevant items under "Eligibility and Desired Qualifications" above.

Relevant Personnel Experience: Proposed project staff have clearly documented evidence of their subject matter expertise and experience in developing and implementing effective and thorough communication and marketing products and services.

Quality/Relevance of Similar Work Products/Deliverables: Examples provided demonstrate effective communication of the subject matter to target audiences.

Budget: Reasonableness of proposed hourly rates.

Any work products created under this Master Services Agreement will be owned by NACCHO.

Please note that submission of a proposal is a statement of acceptance of NACCHO's standard MSA agreement attached as reference to the email soliciting your application to this opportunity.

Deadline/ Staff Contact

Submissions must be electronic, in pdf format. Proposals must be submitted no later than **Thursday, March 7, 2024 by 11:59 pm EST** as a PDF file emailed to Phyllis Johnson, NACCHO Director of Communications at pdjohnson@naccho.org. Applicants may pose individual questions to NACCHO at any point during the application process by emailing pdjohnson@naccho.org.

Appendix A

NΔ	CCHO	CONTRACT # 202	24_
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MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into, effective as of the date of the later signature indicated below ("Effective Date"), by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and *[insert name of Contractor]* (hereinafter referred to as "Contractor"), with its principal place of business at *[insert mailing address of Contractor]*.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

- 1. PURPOSE OF AGREEMENT: (a) This Agreement shall act as a base agreement under which Contractor agrees to provide the goods and/or services and deliverables, that shall be outlined in one or more Statement of Work ("SOW"). Each SOW will be attached to this Agreement and incorporated herein upon execution by both parties in accordance herewith. The terms of each SOW shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry. (b) Changes in the scope of the services (but not changes in the manner of performing the services) being performed under this Agreement and each applicable SOW will be made only if agreed to in writing in the form of an amendment to such SOW executed by authorized representatives of both parties. In the event of any inconsistency between the provisions of any SOW and the provisions of this Agreement, the provisions of this Agreement will control.
- 2. <u>TERM OF AGREEMENT</u>: The term of this Agreement shall be effective from the Effective Date until terminated by either party per the termination policy contained herein; provided, however, that this Agreement shall survive with respect to any outstanding SOWs until they expire or are terminated. Each SOW may consist of its own term of agreement or period of performance and may not be related to one another.

3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount consisting of the fees, expenses and any other compensation arrangements that will be as set forth in any SOW and are the sole compensation for access to and use of the tasks specified in SOWs and the performance of Services under this Agreement. All fees are inclusive of any applicable sales, use and other taxes, which shall be Contractor's responsibility for reporting and paying. <u>Unless otherwise</u> expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 23 of this Agreement. Any changes of payment method would require a modification signed by both parties. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on the SOW. NACCHO award number must be included on all invoices. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

- 1. <u>INDEPENDENT CONTRACTOR</u>: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
- 2. <u>PAYMENT OF TAXES AND OTHER LEVIES</u>: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
- 3. <u>LIABILITY</u>: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such

liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

- 4. <u>REVISIONS AND AMENDMENTS</u>: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
- 5. <u>ASSIGNMENT</u>: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
- 6. <u>CONTINGENCY CLAUSE</u>: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
- 7. <u>INTERFERING CONDITIONS</u>: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
- 8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.
- 9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be

entered in any court of competent jurisdiction.

- 10. TERMINATION: (a) For Cause. In the event that either party shall fail to perform or otherwise default in the performance of its obligations contained in this Agreement or any SOW, the non-defaulting party shall provide the defaulting party with written notice outlining such failure or default in reasonable detail; provided that, other than failure to pay amounts when due, such notice shall be delivered to the defaulting party within seven (7) days of the non-defaulting party becoming aware of such failure or default. For failures to pay amounts when due and other material failures and defaults, the defaulting party shall have thirty (30) days from its receipt of such notice to cure said failure or default. If the defaulting party cannot or does not cure the failure or default within the prescribed time period, the non-defaulting party may terminate the Agreement or any applicable SOW upon the expiration of such period by written notice to the defaulting party. (b) For Convenience. Notwithstanding the aforementioned, either party may terminate this Agreement or any SOW hereunder for convenience with at least fifteen (15) days written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
- 11. <u>ENTIRE AGREEMENT</u>: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
- 12. <u>PARTIAL INVALIDITY</u>: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
- 13. <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
- 14. <u>ADDITIONAL FUNDING:</u> Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
- 15. <u>REMEDIES FOR MISTAKES</u>: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
- 16. <u>COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS</u>: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
- 17. <u>EQUAL EMPLOYMENT OPPORTUNITY:</u> Pursuant to 2 CFR 200 Subpart D, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending

Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 18. <u>DEBARRED OR SUSPENDED CONTRACTORS:</u> Pursuant to 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
- 19. <u>LOBBYING RESTRICTIONS AND DISCLOSURES:</u> Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 20. <u>COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS:</u> Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 21. <u>WHISTLEBLOWER PROTECTION:</u> Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
- 22. <u>EXECUTION AND DELIVERY:</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
- 23. <u>NOTICE</u>: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:	
FOR NACCHO:	With a copy to:
National Association of County and City Health Officials Attn:	National Association of County and City Health Officials Attn: Ade Hutapea, LL.M., CFCM

[Name of Program Staff]
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202)
Fax (202) 783-1583
Email: @naccho.org

Lead Contracts Administrator 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 Tel. (202) 507-4272 Fax (202) 783-1583 Email: ahutapea@naccho.org

FOR CONTRACTOR:

(Name and address of Contractor's Contract Officer or Designee, including telephone and fax.)

24. <u>AUTHORITY TO BIND:</u> Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:		CONTRACTOR:
Ву:		Ву:
Name: <u>Jerome Chester</u>		Name:
Title: Chief Financial Officer	Title:	
Date:		Date:
		Federal Tax ID No.:
		DUNS No.:

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

STATEMENT OF WORK