

REQUEST FOR PROPOSALS

Technical Assistance Consultant: Strengthening Capacity in Overdose, Suicide, and Adverse Childhood Experiences Prevention

The application period has been extended to 11:59 pm Eastern Standard Time on Wednesday, February 24, 2021. All applications must be submitted electronically by this new deadline.

Overview

Purpose

The National Association of County and City Health Officials (NACCHO) is seeking consultants to provide technical assistance (TA) to selected communities participating in the pilot process for the Overdose, Suicide Prevention, and Adverse Childhood Experiences Capacity Assessment Tool (O-SPACECAT). NACCHO is supporting the Association for State and Territorial Health Officials (ASTHO) on the development of this new tool, with funding from the Centers for Disease Control and Prevention (CDC).

In both the immediate and long-term, the COVID-19 pandemic is poised to increase rates of overdose, suicide, and Adverse Childhood Experiences (ACEs), with low-income, already marginalized groups, and individuals with pre-existing behavioral health conditions especially at increased risk. O-SPACECAT will assess capacity in health departments across these three domains via a single tool. This tool may help state and territorial health agencies and local health departments (LHDs) better understand the impact of COVID-19 on their capacity to address shared risk and protective factors for social and behavioral health outcomes.

NACCHO will be piloting O-SPACECAT with four LHDs to assess the usability of this tool, gathering feedback on barriers or challenges experienced, and recommendations for improvement. After completion of the pilot test, NACCHO will offer additional support to those participating LHDs, including the provision of TA by the consultant(s).

Funding for this Request for Proposal (RFP) is supported by the CDC cooperative agreement NU38OT000306-02-01 entitled Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health.

Background

NACCHO is a membership association representing the nearly 3,000 LHDs 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 improve the health of communities by strengthening and advocating for LHDs. Since its inception, NACCHO has sought to improve the public's health while adhering to a set of core values: equity, excellence, participation, respect, integrity, leadership, science & innovation. For more information on NACCHO, please visit www.naccho.org.

Eligibility and Contract Terms

Through this RFP, NACCHO is seeking consultants with proven experience in local public health as well as expertise in prevention of overdose, suicide, and ACEs and virtual delivery of TA to strengthen LHD capacity.

The period of performance shall begin upon execution of the contract (mid-March) and run through June 15, 2021. All deliverables must be completed by the end of the project period.

NACCHO will award up to a total of \$40,000 to TA consultant(s) to support LHDs participating in the pilot process. This will be a fixed-price, deliverables-based consultant contract. The consultant may work with other consultants or firms to complete the work. However, NACCHO will only contract with and provide funds to one consultant.

Agreement with NACCHO standard contract terms and conditions is a requirement (Appendix A). No modifications to the terms or contract language will be made. Applicants that cannot agree to NACCHO's contract language should not apply for this opportunity.

Scope of Work

Through this project, NACCHO will provide TA to the four selected LHDs participating in the O-SPACECAT pilot process.

While the applicant should propose their own approach to the delivery of this TA, at a minimum, the consultant will:

- 1. Identify the needs and priorities for TA (up to 4 sites)**
 - a. Review of the O-SPACECAT results for each participating health department and conduct a consultation call led by the selected consultant for each participating health department.
 - b. Develop key recommendations for each participating LHD based on the results of the O-SPACECAT and identified priority areas of the LHD, including suggestions for short- and intermediate- next steps to strengthen capacity.
- 2. Provide one-on-one TA based on the opportunities and areas of unmet need identified through O-SPACECAT (up to 4 sites)**
 - a. Develop a product for each participating LHD that highlights the strengths and areas of improvement related to their programs and services for ACEs, suicide, and overdose prevention. This product should be tailored or formatted in such a way that it would be appropriate to be used to gain leadership buy-in and/or apply for funding opportunities.
 - b. Provide appropriate tools and resources to each site to support future implementation of key recommendations and priority areas.
- 3. Hold virtual workshop**

- a. Conduct a virtual workshop for participating LHDs and their team members to help strengthen capacity and promote peer-to-peer learning. The specific focus of the workshop may be tailored to cross-cutting needs identified through the participants' O-SPACECAT results.

Deliverables

Selected consultant will enter into a contractual agreement with NACCHO to complete the deliverables specified below. NACCHO will disburse funds according to completion of the assigned deliverables. NACCHO will provide a payment schedule in accordance with the assigned completion percentage. Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

The following outlines the deliverables to be produced by the consultant; however, a finalized scope of work will be agreed upon post consultant selection.

Primary Task/Deliverable	Documentation	Payment Schedule	
1a. Consultation calls	Agenda and notes from consultation calls with each of the four sites.	10% of funding <i>(up to \$4,000 total or \$1,000 per site)</i>	Invoice #1 due by or before April 30 th , 2021
1b. Key recommendations	Summaries of key recommendations for each of the four sites.	20% of funding <i>(up to \$8,000 total or \$2,000 per site)</i>	
2a. Strengths and areas for improvement	Summaries of strengths and areas for improvement for each of the four sites.	20% of funding <i>(up to \$8,000 total or \$2,000 per site)</i>	Invoice #2 due by or before June 15, 2021
2b. Tools and resources	Lists of tools/resources for each of the four sites.	20% of funding <i>(up to \$8,000 total or \$2,000 per site)</i>	
3c. Virtual workshop	Final slides and meeting evaluation results from one virtual workshop with all participating sites.	30% of funding <i>(up to \$12,000 total)</i>	

Content Area Expertise

Applicants should indicate any expertise in broad content areas related to strengthening capacity in health department infrastructure, such as:

- Strategic planning;
- Cross-sector partnerships;
- Leadership and stakeholder buy-in;
- Surveillance and data-driven decision making;
- Workforce development and training; and
- Sustainability planning.

Applicants submitting proposals should demonstrate topical knowledge in evidence-based strategies to prevent overdose, suicide, and ACEs, as well as experience specific to local public health. **While NACCHO will contract directly with one consultant, the consultant may work with other consultants or firms with additional expertise needed to complete the work.**

Proposal

Proposal Response Format

In order to be considered for this project, proposals must be in PDF format, including the following:

- A. **Project narrative** (not to exceed 5 pages) that includes:
 - a. A description of the methodology proposed to meet each of the deliverables listed above.
 - b. A capability statement that demonstrates the consultant/organization's experience and ability to deliver subject matter expertise in the identified content areas.
 - c. A description of any other consultants/firms that will be engaged on this project and their relevant expertise.
 - d. The name of the primary staff and other significant contributors, including qualifications and role. (*Resume/CV not included in page limit*)
- B. **Line-item budget and narrative**, not to exceed \$40,000:
 - a. Budget proposal and accompanying budget narrative that explains each line-item, including the cost breakdown and justification as to how it will support project goals and objectives. A budget and narrative template can be found in section F Attachments.
 - i. Respond to the following two questions at the end of the budget narrative:
 1. Do you have prior experience in Federal Contracting?
 2. Have you completed a Single Audit?
 - b. Funding restrictions specified in the NOA are attached below as Appendix B. In addition, telecommunication expenses; food and beverages; or incentives are also unallowed.
- C. **Project deliverables and timeline:**
 - a. A realistic work plan and timeline that includes expected deliverables to be completed over a 3-month project period (approx. mid-March 2021 – June 2021).
- D. **References and/or links to examples of work.**
- E. **Attachments** (not included in page count)
 - Required: Complete and submit the [Budget](#) and [Budget Narrative](#) templates
 - Required: Complete and submit the [Vendor Information Form](#)
 - Required: Complete and submit the [Certification of Non-Debarment](#)
 - Required: Submit a [W-9](#)

- Required: Complete and submit the [FFATA data collection form](#) (*This form will be required for all contracts over \$25,000, but if you are not able to complete the form in time for the application deadline, this form can be submitted up to three weeks after the application deadline.*)
- Optional: Letters of support, partnership agreements

If awarded, the organization must be registered with SAM.gov and will provide proof of completion by sharing a DUNS number.

NACCHO Contact and Responsibilities

NACCHO staff will oversee the contract and serve as the contact for the consultant. Other responsibilities include:

- Providing background information, as appropriate.
- Reviewing all materials in draft form and recommend revisions.

Selection Process

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

- **Understanding of Project Purpose and Goals:** Applicant has a clear understanding of the project goals and deliverables.
- **Relevant Personnel Experience:** Applicant has clearly documented evidence of his/her (and that of the proposed project staff) subject matter expertise and experience in the proposed content areas.
- **Proposed Approach:** The proposal includes a clear, feasible, and appropriate plan to effectively meet the goals and deliverables of the project. The proposal includes a reasonable timeline with all deliverables completed within the project period.
- **Budget:** The proposal includes a detailed, line-item budget justifying the proposed expenses, and the expenses are appropriate for the purposes of the deliverables. **Any work products created by this contract will be co-owned by NACCHO and Consultant.**

Please note that submission of a proposal is a statement of acceptance of NACCHO's standard form contract (Appendix A). If any items cannot be accepted, these issues need to be resolved prior to submitting a proposal.

Deadline/Staff Contact

The extended deadline for submission is **February 24th, 2021 by 11:59 pm ET.**

Proposals should be submitted electronically, in PDF format, via e-mail to:
Caroline Snyder, Senior Program Analyst, Injury & Violence Prevention
CSnyder@naccho.org

APPENDIX A

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, 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:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of ___ GRANT # ___, CFDA # ____, as described in Attachment I. The terms of Attachment I 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.

2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on (insert date) and shall continue in effect until (insert date), unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.00 (enter amount to be paid, either as a flat rate or hourly rate. You should also insert here the time schedule on which the consultant will be paid. 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 Attachment I. Three invoices must be submitted as follows:

Invoice No. Amount Deliverable Due date

Invoice I

Invoice II

Invoice III

(insert time increment). (May be “monthly” or after completion of specific activities, etc. The fewer payment invoices to process the better and the more you can pay later the better!).

NACCHO award number must be included on all invoices. Unless otherwise 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. 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. **INDEPENDENT CONTRACTOR:** Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. **PAYMENT OF TAXES AND OTHER LEVIES:** 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. **LIABILITY:** 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. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. **ASSIGNMENT:** Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.

6. **CONTINGENCY CLAUSE:** 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. **INTERFERING CONDITIONS:** 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:** Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.

11. ENTIRE AGREEMENT: 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. PARTIAL INVALIDITY: 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. GOVERNING LAW: 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. ADDITIONAL FUNDING: 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. REMEDIES FOR MISTAKES: 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. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: 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. EQUAL EMPLOYMENT OPPORTUNITY: 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. DEBARRED OR SUSPENDED CONTRACTORS: 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. LOBBYING RESTRICTIONS AND DISCLOSURES: 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



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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. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: 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. WHISTLEBLOWER PROTECTION: 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. EXECUTION AND DELIVERY: 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. NOTICE: 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:

National Association of County and City
Health Officials

Attn: _____

[Name of Program Staff]

1201 (I) Eye Street NW 4th Fl.,

Washington, DC 20005

Tel. (202) _____

Fax (202) 783-1583

Email: _____@naccho.org

With a copy to:

National Association of County and City Health Officials

Attn: Ade Hutapea, LL.M., CFCM

Lead Contracts Administrator

1201 (I) Eye Street NW 4th Fl.,

Washington, DC 20005

NACCHO

National Association of County & City Health Officials

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.)

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:

By: _____ By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: Date: _____

Federal Tax ID No.:

DUNS No.: _____

APPENDIX B

Funding Restrictions

Funding Restrictions:

Restrictions, which must be taken into account while writing the budget, are as follows: In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>).

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care.
- Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- Recipients may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. Any such proposed spending must be identified in the budget.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.

Other than for normal and recognized executive-legislative relationships, no funds may be used for: publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).

Regarding Purchase of General (i.e. non-specialized) and Specialized Equipment

Requests to use awarded funding to purchase general equipment (excluding vehicles) on behalf of Jurisdictional Health Departments or other beneficiary organizations outlined and approved in the associated Work Plan may be considered. Such spending must be identified and itemized

in the budget narrative, explained and justified in the Work Plan and is subject to review and approval by the Grants Management Official. Costs for purchase of general equipment (excluding vehicles) without approval by the Grants Management Official may be disallowed. Costs for the purchase of general vehicles are not allowed.

Requests to use awarded funding to purchase specialized equipment (including specialized vehicles) on behalf of Jurisdictional Health Departments or other beneficiary organizations outlined and approved in the associated Work Plan may be considered. Such spending must be identified and itemized in the budget narrative, explained and justified in the Work Plan and is subject to review and approval by the Grants Management Official. Costs for purchase of specialized equipment (including specialized vehicles) without approval by the Grants Management Official may be disallowed.

The recipient can obtain guidance for completing a detailed justified budget on the CDC website, at the following Internet address:

<http://www.cdc.gov/grants/interestedinapplying/applicationprocess.html>