

REQUEST FOR PROPOSALS

IOPSSL TA Program Consultant

Due by January 25, 2021

Purpose

The National Association of County and City Health Officials (NACCHO) is seeking consultants to provide technical assistance (TA) to selected communities participating in NACCHO's Implementing Overdose Prevention Strategies at the Local Level (IOPSSL) demonstration program. IOPSSL demonstration sites are implementing public health strategies to reduce overdose deaths in their community through prevention and response.

The NACCHO IOPSSL TA Program intends to improve the ability of Local Health Departments (LHDs) to conduct overdose prevention and response programs and services. Funding for this RFP is supported by the Centers for Disease Control and Prevention (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 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 improve the health of communities by strengthening and advocating for local health departments. 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 Request for Proposal (RFP), NACCHO is seeking consultants with proven experience in local public health as well as expertise in overdose prevention and response and virtual delivery of technical assistance in a community setting to build local health department (LHD) capacity.

The period of performance shall begin upon execution of the contract and run through July 31, 2021. Contingent upon extension approval from CDC, there will be an opportunity to extend the period of performance through July 31, 2022. If extension is approved, a modification to the contract will be issued to extend the period of performance.

Organizations submitting proposals will be asked to demonstrate the areas of expertise they are applying to support (see Content Area Expertise section below). While applicants need not cover every area of expertise in their proposal, strong applications will address at least 5 domains of technical assistance.

In addition to demonstrated experience in providing consultation/analyses in the selected areas of expertise, applicants should also speak to experience specific to local public health and local public health departments. LHDs that are currently receiving funding through IOPSSL are not eligible.

NACCHO will award up to a total of \$400,000 to TA consultant(s) to support NACCHO and local health departments for 18 months of technical assistance. This work will be split into two parts. Part I will be between February 1, 2021 – July 31, 2021 and Part II will be between August 1, 2021 – July 31, 2022. Execution of Part II will be contingent upon extension approval from CDC.

Scope of Work

Through IOPSSL, NACCHO provides funding and direct technical assistance (TA) to select local health departments demonstrating high overdose burden.

NACCHO will collaborate with a team of content experts to provide direct TA to LHD demonstration sites in order to improve programmatic capacity. The desired services will be identified broadly through a pre-assessment (Overdose Prevention Capacity Assessment Tool (OPCAT)) and a consultation call led by the NACCHO Program Coordinator assigned to each demonstration site. TA requests may also be submitted by a demonstration on an ongoing basis in collaboration with NACCHO. NACCHO's Program Coordinators will identify and ultimately assign a consultant(s) with the expertise that best aligns with the needs of the LHD.

There may be multiple experts (internal NACCHO and CDC staff or external consultants) working on a TA assignment and demonstration site. Consultants may be expected to collaborate, if appropriate, as determined by NACCHO's Program Coordinator.

Content Area Expertise

Local public health and overdose prevention expertise and consultation is sought in, but not limited to, the broad content areas listed below. Applicants may also indicate specific expertise in the sub-topic areas:

1. Media campaigns
2. Overdose prevention and response education
3. Harm reduction programs
4. Naloxone provision and training
5. Medication assisted treatment (MAT) programs
6. Overdose response teams
7. Peer-to-peer counseling and navigation
8. Linkages to care
9. Overdose surveillance

Deliverables

Selected consultant will enter a contract with NACCHO to complete the deliverables specified in the table below. NACCHO will pay consultant payments in exchange for completion of the assigned scope of work and accepted deliverables. NACCHO will work with the selected consultant to determine exact invoice schedule and format of deliverables.

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

Part I (February 1, 2021 – July 31, 2021)		
Invoice	Deliverables	Amount
Invoice #1 Upon Contract Execution and Receipt of Deliverables	<ol style="list-style-type: none"> 1. Fully signed and executed contract 2. Scheduled introductory calls with each participating sites 3. Drafted TA tracking document for each participating site 	25% of funding (up to \$100,000)
Invoice #2 July 31, 2021	<ol style="list-style-type: none"> 1. Ongoing email correspondence with participating sites 2. Participation in monthly check-ins with participating sites 3. At least one presentation on selected TA topics during monthly group 4. Ad hoc meetings as needed by participating sites 5. Updated TA tracking document 6. TA plan for each participating site for each participating site 	25% of funding (up to \$100,000)
Part II (August 1, 2021 – July 31, 2022)		
Invoice	Deliverables	Amount
Invoice #3 January 31, 2022	<ol style="list-style-type: none"> 1. Ongoing email correspondence with participating sites 2. Participation in monthly check-ins with participating sites 3. Ad hoc meetings as needed by participating sites 4. Updated TA tracking document for each participating site 	25% of funding (up to \$100,000)
Invoice #4 July 31, 2022	<ol style="list-style-type: none"> 1. Ongoing email correspondence with participating sites 2. Participation in monthly check-ins with participating sites 3. Ad hoc meetings as needed by participating sites 4. Updated TA tracking document for each participating site 5. After action report for each participating site 6. Participation in NACCHO's project evaluation 	25% of funding (up to \$100,000)

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. NACCHO reserves the right to accept or decline any proposed changes to the terms and conditions. Significant proposed changes, which could affect the agreement's timely execution, may impact your selection as a successful applicant.

Proposal Response Format

To be considered for this project, proposals must be in a single PDF document, including the following:

1. Project Narrative that includes (not to exceed 5 pages):
 - Detail what your approach will be for providing direction technical assistance in at least 5 or more of the proposed content area(s), including a description of any conceptual framework/theory/model that informs the methodology. Rank your selected area(s) in order of preference: "1" being the strongest preference, "2" being second, etc. For the content area(s) you are not selecting, place "NA" next to them.
 - A capability statement that demonstrates your/your organization's ability to deliver subject matter expertise and content services in your selected content

- area(s), specifically:
- i. Evidence of successful and effective technical assistance preparation and delivery in the selected content area to the targeted audience(s), as appropriate.
2. Curriculum Vitae (CV) or resume for principal TA provider/subject matter expert, including role(s). (Resume/CV not included in page limit)
 - Provide a description of any other consultants/firms that you wish to engage on this project.
 3. Line-item Budget and narrative, not to exceed \$400,000, must clearly outline:
 - Budget proposal should be divided into the following schedule: Part I will be between February 1, 2021 – July 31, 2021, Part II will be between August 1, 2021 – July 31, 2022. A budget template can be found in section 6.
 - Personnel (number of staff, percent effort to the project and salary wages or hourly fees).
 - Funds to be provided to other consultants/firms working on the project, if applicable.
 - Funds may not be used to purchase equipment, pay for food and beverages, or support lobbying of any kind. A list of allowable cost is included as guidance in the budget template.
 4. Project Deliverables and Timeline:
 - A realistic work plan and timeline that includes expected activities that will be completed over an 18-month project period. Please divide work plan into Parts I and II. (Part I: February 2020 – July 2021, Part II: August 2021 – July 2022).
 - Provide a description of the specific deliverables that include all costs and general details, and estimated delivery dates.
 5. Work Sample or Reference:
 - One sample presentation or a final report, summarizing developed and delivered technical assistance by applicant that demonstrates understanding of the LHD environment and a specific subject matter topic, as described in this RFP (page limit: 10 pages).
 - One reference letter from a LHD or local organization addressing drug overdoses OR results from a summary of an evaluation where you have performed technical assistance for LHD or local organization. (Note: the letter of reference should speak to the quality of the technical assistance provided and not the confidential details of the engagement.)
 6. Attachments
 - Required: Complete and submit the [Budget](#)
 - Required: Complete and submit the [Vendor Information Form](#).
 - Required: Active proof of SAM Registration.
 - 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.*)

Selection Criteria

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 area.
- **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.**

Deadline/Staff Contact

The deadline for submission is **January 25th, 2021 by 11:59 p.m. Eastern Standard Time.**

Proposals should be submitted electronically, in pdf format, via e-mail to:

Kabaye Diriba
Senior Program Analyst, Injury & Violence Prevention
kdiriba@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 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

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.: _____