

# Request for Proposals NACCHO Strategic Planning for Workforce Development Applications due December 20, 2023

#### **Summary Information**

Project Title: Workforce Development Strategic Planning
Proposal Due Date and Time: December 20, 2023
Selection Announcement Date: January 3, 2024
Maximum Funding Amount: \$10,000
Estimated Period of Performance: January 15, 2024 to March 15, 2024
Point of Contact for Questions Regarding this Application: Ashley Edmiston, aedmiston@naccho.org

# Purpose

The National Association of County and City Health Officials (NACCHO) is seeking a qualified consultant to plan and facilitate a one day in-person workshop that will support NACCHO's workforce development programmatic work. The workshop will take place at NACCHO's office in Washington, DC on February 21, 2024. The consultant will engage with NACCHO staff and work closely to develop a workshop agenda that aligns with NACCHO's strategic priorities as well as the goals of the programmatic teams. This includes meeting with NACCHO staff, planning components of the full-day workshop, creating and finalizing materials including the agenda, delivering the workshop speaking and facilitating), participating in post-workshop debrief and providing summary materials. Consultants should have experience with facilitating organizational strategic planning workshops, preferably for public health and association audiences.

# **Overview**

NACCHO is the voice of nearly 3,000 local health departments across the country. These city, county, metropolitan, district, and tribal departments work to protect and improve the health of all people and all communities. NACCHO provides resources to help LHD leaders develop public health policies and programs to ensure that communities have access to the vital programs

and services people need to keep them protected from disease and disaster. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

With support from national funders, including the Center for Disease Control and Prevention, NACCHO is committed to supporting the governmental public health workforce and LHDs to recruit, retain, develop, and grow their staff, so that they may better serve their communities.

The topic under consideration for the workshop includes but is not limited to:

- 1. Identify strategic priority areas across NACCHO programs to support the LHD workforce
- 2. Consider existing and planned work to identify resource gaps
- 3. Discuss approaches for internal coordination and collaboration across projects

# Eligibility

Consultants with demonstrated experience strategic planning, speaking, and facilitating workshops and creating materials/resources for local health department and public health leaders. Consultants who have the proven ability to 1) Provide subject matter expertise in strategic planning skills, 2) Lead large group workshops to public health leaders, and 3) Work closely with the project team members to create a successful workshop.

# **Funding Overview and Timeline**

NACCHO will issue an award **up to \$10,000** in the form of a fixed priced contract. Applications must be submitted by Wednesday, December 20, 23 and selections will occur on or around January 4, 2024.

While the intent is to hold the workshop in person, if circumstances necessitate otherwise, the content will be delivered to the participants in an interactive webinar format.

Selected consultant will enter into a contract with NACCHO to complete the deliverables specified in the application. 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.

# **Key Dates**

Event	Date
Release of RFP	December 7, 2023
Application period closes	December 20, 2023
Anticipated notice of award	January 4, 2024
Period of Performance beginns	January 15, 2024
Strategic Planning workshop	February 21, 2024

Period of Performance ends	March 15, 2024
----------------------------	----------------

# **Activities and Deliverables**

This consultant will assist in designing a 6 hour in-person workshop for NACCHO programs staff. The consultant will focus on the preparation for and facilitation of the workshop to address and identify strategic priorities in governmental workforce development space.

## **Scope of Work**

The selected consultant will be expected to undertake the following tasks:

- 1. Hold up to 3 meetings with the project team to plan workshop
  - a. Assess design needs and goals of the workshop
  - b. Review draft text format of materials
  - c. Final logistical meeting prior to the workshop
- 2. Develop facilitator agenda, slides, and activity materials for in person workshop
- 3. Present and facilitate 6 hour workshop on February 21, 2024
- 4. Create product deliverables that summarize workshop content

#### 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.

Invoice	Primary Task/Deliverable	Documentation	Pa	yment Schedule
1	Assess needs and meet with project team	Draft workshop agenda that outlines goals and content areas	20% of funding	Due by January 31, 2024
2	Present and	Workshop slides and	50% of	Due by February 28,
	facilitate workshop	agenda	funding	2024
3	Deliver final	Final summary	30% of	Due by March 15, 2024
	products that summarizes	products	funding	<i>Due of March</i> 10, 2021

# **Requirements for Financial Award**

#### **Allowable Expenses**

Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (currently \$197,300).

#### The following items are not allowable expenses:

- Telecommunication Ban in accordance with FAR 52.204-24 and FAR 52.204-25
- Alcoholic Beverages
- Bad Debts
- Contributions and donations
- Entertainment Costs
- Fines and penalties
- Goods and services for personal use
- Lobbying
- Losses on other awards

## **Required Grant Activities to be Covered by Award**

- 1. Design and development of finalized materials to be used in the Adaptive Leadership Academy Closing Workshop
- 2. Presentation and facilitation of workshop in Atlanta, GA on July 18, 2022
- 3. Travel and lodging (including meals) for in-person workshop (between July 17-18, 2022)

#### **Period of Performance**

The period of performance for the contract will be January 15, 2024 – March 15, 2024.

# **Proposal**

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

#### A. Applicant information/Cover page (Not included in page count)

- a. Organization Name, Street Address, City/State/Territory, Zip
- b. Lead project contact (agency-designated project contact for all matters pertaining to the project): Name, email, phone
- c. Lead finance contact (agency-designated finance contact for all matters pertaining to processing contracts and invoices): Name, email, phone

- B. **Project narrative** (not to exceed 4 pages) that includes:
  - a. A description of the approach proposed to undertake the activities noted above and meet the deliverables.
  - b. A capability statement that demonstrates the consultant/organization's experience and ability to deliver subject matter expertise required for successful execution of the activities.
  - 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)

# C. Line-item budget and narrative, not to exceed \$10,000:

- 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?
  - ii. Funding restrictions specified in the NOA are attached below as Appendix B. In addition, telecommunication expenses; food and beverages; or incentives are also unallowed

## D. Examples of work

- E. Attachments (not included in page count)
  - Required: Complete and submit a <u>Budget Template</u> and <u>Budget Narrative</u>.
  - Required: Complete and submit the <u>Vendor Information Form</u>. The form should include the organization's DUNS number (to register, go to SAM.gov)
  - Required: Complete and submit the <u>Certification of Non-Debarment</u>
  - Required: Submit a <u>W-9</u>
  - Required: Proof of active DUNS number and active registration with SAM.gov.

# **Selection Process**

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

• **Proposed approach to meet project goals**: Applicant has a clear understanding of the project goals and deliverables and is able to describe a clear and relevant approach to meeting them

• **Relevant Personnel Experience**: Applicant has clearly documented evidence of his/her experience planning and facilitating a workshop for public health leaders

• **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 deadline for submission is **Wednesday**, **December 20**, **2023** by 11:59 pm Eastern Standard Time.

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

Ashley Edmiston

Director, Workforce and Leadership Development

aedmiston@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. <u>PURPOSE OF AGREEMENT</u>: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of GRANT #, 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. <u>TERM OF AGREEMENT</u>: The term of the Agreement shall begin on and shall continue in effect until, 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. <u>PAYMENT FOR SERVICES</u>: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ 10,000 in two invoices: . 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. Two invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date	
Invoice I	\$5,000	Meeting minutes and workshop facilitator agenda, slides, and materials		
Invoice II	\$5,000	Presentation at workshop and minutes from debrief meetings		

NACCHO award number must be included on all invoices. <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. 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. <u>OWNERSHIP OF MATERIALS:</u> 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. <u>RESOLUTION OF DISPUTES</u>: 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. <u>TERMINATION</u>: 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. <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 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:

National Association of County and City Health Officials Attn: \_\_\_\_\_\_ Kathleen Semansky 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 Tel. (202) 800-6439 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: <u>ksemansky@naccho.org</u> Fax (202) 783-1583 Email: <u>ahutapea@naccho.org</u>

#### 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**

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 NGO's that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the sources of fund, 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).

- Recipient may not use funds for research
- Recipients may not use funds for clinical care
- Recipients may only expend funds for reasonable program purpose 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 our project objectives and not merely serve as a conduit for an award to another party or provide 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 <u>Additional Requirement (AR) 12</u> for detailed guidance on this prohibition and <u>additional guidance on</u> <u>lobbying for CDC recipients</u>.

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

Requests to use awarded funding to purchase <u>general</u> equipment (excluding vehicles) on behalf of Jurisdiction 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 narrative 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. <u>Costs for purchase of general vehicles are not allowed.</u>

Requests to use awarded funding to purchase <u>specialized</u> equipment (including specialized vehicles) on behalf of Jurisdictional Health Departments or other beneficiary organizations outlined and approved in the associated narrative 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 Officials may be disallowed.

The recipient can obtain guidance for completing a detailed justified budget on the CDC website at the following Internet address: <u>http://www.cdc.gov/grants/interestedinapplying/applicationprocess.html</u>