

**Request for Proposals**

**Technical Assistance Consultant for the**

**Addressing Needs of People with Disabilities in COVID-19 Local**

**Preparedness Planning, Mitigation and Recovery Efforts Project**

**Applications due January 11, 2021 by** **11:59pm ET**

**Purpose**

The National Association of County and City Health Officials (NACCHO) is seeking a qualified consultant to provide technical support and guidance to local health department awardees for the [Addressing Needs of People with Disabilities in COVID-19 Local Preparedness Planning, Mitigation, and Recovery Efforts Project](https://www.naccho.org/uploads/full-width-images/COVID-19-and-Disability-RFA-FINAL.pdf). The consultant will engage with NACCHO staff and awarded sites to provide tailored technical assistance on the inclusion of people with disabilities in emergency preparedness efforts, particularly within COVID-19 response activities. The consultant should have knowledge and experience within the disability and emergency public health preparedness field.

**Background**

NACCHO is the voice of nearly 3,000 local health departments (LHDs) 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.

NACCHO, with support from the Centers for Disease Control and Prevention (CDC), Division of Human Development and Disability, has provided funding to 10 local health departments to address the needs of people with disabilities in COVID-19 planning, mitigation, and recovery efforts. The local health departments are funded to embed disability specialists, who will serve as subject matter experts, in local public health emergency preparedness planning and response programs and update local emergency response plans to better serve the needs of people with disabilities during outbreaks, pandemics, and other national emergencies. NACCHO is seeking applications for an experienced consultant to provide tailored technical assistance to awardees throughout the project period.

**Funding Overview and Timeline**

NACCHO will issue one award in the form of a fixed priced contract up to $55,000 to complete the required activities. Applications must be submitted by January 11, 2021 at 11:59PM ET and selections will occur on or around January 20, 2021. The project period shall begin upon both parties’ full execution of the contract and will end July 31, 2021. Contingent on CDC approving a no cost extension, the project will continue (with a contract modification) to end on June 30, 2022.

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 8, 2020 |
| Application period closes | January 11, 2021 |
| Anticipated notice of award | January 20, 2021 |
| Contract execution | February 2021 |
| One-on-one technical assistance calls | March 2021 through March 2022 |
| Disability Specialist Learning Community meetings (3 led by consultant) | January-March 2022 |
| End of project awardee meeting | Estimated May/June 2022 |

**Description of Activities**

The Technical Assistance Consultant will:

1. Lead one-on-one technical assistance calls with all 10 local health department awardees. The expectation is that there will be a minimum of three (3) technical assistance calls with each awardee throughout the project period (February 2021-June 2022)
2. Provide guidance to local health department awardees efforts to address the needs of people with disabilities in COVID-19 local public health preparedness, planning, mitigation and recovery efforts. Activities may include reviewing baseline assessment results to identify areas of improvement among COVID-19 response activities, providing feedback on local emergency response plans, and providing guidance on strengthening partnerships with local organizations that serve people with disabilities.
3. Participate in at least four Disability Specialist Learning Community meetings in the 2021 project year (led by ASTHO).
4. Lead three Disability Specialist Learning Community meetings (January-March 2022) on relevant project-related topics.
5. Facilitate end of project virtual meeting (Spring 2022) with all awardees, CDC and NACCHO.
6. Communicate progress of activities with NACCHO staff through monthly check-in calls (February 2021-June 2022)

**Deliverables**

1. Written recommendation and guidance to awardees on addressing the needs of people with disabilities in COVID-19 response activities throughout the project period.
2. Attendance of at least four Disability Specialist Learning Community meetings in the 2021 project year.
3. Detailed agendas for three Disability Specialist Learning Community meetings (January-March 2022).
4. Detailed agenda for end of project virtual meeting (to occur in Spring 2022), which the consultant will facilitate with support from NACCHO staff.
5. Summary of lessons learned from end of project meeting that will inform NACCHO’s final project report.
6. Monthly check-in notes for meetings with NACCHO staff.

**Proposal Outline**

1. Project Narrative that includes:
   * A description of the consultant’s knowledge and experience of the disability and public health preparedness field.
   * The name of the primary staff and other significant contributors, including qualifications (resume of CV) and role.
2. Line item budget, **not to exceed $55,000** that clearly outlines:
   * Personnel (number of staff, percent effort to the project and salary wages or hourly fees).
   * Other costs associated with providing technical assistance. NOTE: Funds may not be used to purchase large equipment, pay for food and beverages, or support lobbying of any kind.
   * Please use [the budget template](https://www.naccho.org/uploads/downloadable-resources/Budget-Template-and-Instructions_updated.xlsx) to complete budget.
3. Project Deliverables and Timeline:

A realistic work plan and timeline that includes expected product deliverables that will be completed over the project period (February 2021 – June 2022).

1. References and/or links to examples of work
2. Submission of supporting documentation (not included in page limit)
   * [Vendor Information Form](https://www.naccho.org/uploads/downloadable-resources/Vendor-Form.pdf), [W-9](https://www.naccho.org/uploads/downloadable-resources/W-9-Blank.pdf), and [Certification of Non-Debarment](https://www.naccho.org/uploads/downloadable-resources/Certification-of-Non-Debarment.pdf).

**NACCHO Responsibilities:**

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

* Provide background information, as appropriate.
* Review all materials, in draft form, and recommend revisions.
* Support planning efforts of one-on-one technical assistance calls and end of project meeting.

**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 their (and that of the proposed project staff) subject matter expertise and experience in the proposed content area.
* **Operational Plan:** The proposal includes a clear, feasible, appropriate, detailed and supportable methodology and plan to effectively meet the goals and deliverables of the project.
* **Project Timeline:** The proposal includes a detailed timeline for the project period with all deliverables completed by the timeline referenced with each task/activity described above.
* **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**

Submissions must be electronic in PDF format. The deadline for submission is **11:59pm EST on** **Monday January 11, 2021.**

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

Sara Lyons, MPH

Senior Program Analyst, Health and Disability

[slyons@naccho.org](mailto:slyons@naccho.org)

**Resources**

NACCHO’s Health and Disability Webpage <https://www.naccho.org/programs/community-health/disability>

Local Health Department Funding Opportunity Announcement: <https://www.naccho.org/uploads/full-width-images/COVID-19-and-Disability-RFA-FINAL.pdf>

Press Release Announcing Project Awardees: <https://www.naccho.org/blog/articles/naccho-awards-funding-to-address-the-needs-of-people-with-disabilities-in-covid-19-local-preparedness-planning-mitigation-and-recovery-efforts>

**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](https://www.lawinsider.com/clause/payment-method)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](https://www.lawinsider.com/clause/payment-method) 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.

1. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
2. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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).
11. 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.
12. 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.
13. 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.
14. 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."
15. 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.”
16. 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.
17. 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.).
18. 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.”
19. 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.
20. 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.

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| 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](mailto:___________@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](mailto: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.:

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