

REQUEST FOR PROPOSALS Advocacy and Strategic Consulting Services

I. Summary Information

Purpose: The Association of State and Territorial Health Officials (ASTHO) seeks responses from individuals or firms with expertise in advocacy and strategic consulting to assist in successfully implementing ASTHO's federal legislative agenda.

Questions and Guidance Conference Call: January 21, 2020, 11-11:30 a.m. EST

Proposal Due Date and Time: February 27, 2020 by 5 p.m. EST

Anticipated Selection Announcement Date: March 16, 2020

Funding Amount: Award between \$10,000 - \$15,000 (monthly)

Estimated Period of Performance: One year with the option of a one-year extension, upon mutual agreement of both parties. The extension period is capped at four years, after the initial period of performance.

ASTHO Point of Contact: Carolyn Mullen, senior vice president, government affairs and public relations

II. Description of Request for Proposals

Purpose

ASTHO is requesting proposals from qualified individuals or firms with experience in advocacy and strategic consulting to assist in implementing ASTHO's [federal legislative agenda](#).

Background

ASTHO is the national nonprofit organization representing public health agencies in the United States, the U.S. territories, freely associated states, and the District of Columbia, as well as the more than 100,000 public health professionals these agencies employ. ASTHO members, the chief health officials of these jurisdictions, are dedicated to formulating and influencing sound public health policy and ensuring excellence in public health practice.

ASTHO supports strengthening and preserving all programs that are effective to advancing the public's health and well-being. Federal, state, and local public health programs have been historically underfunded and undervalued. ASTHO supports addressing the social determinants of health and preserving current federal investments for all these efforts, including programs that ensure access to healthcare services. ASTHO also supports providing supplementary increases in funding without cutting other public health programs.

Federal Government Affairs

ASTHO's Government Affairs team advocates on behalf of state and territorial public health before the U.S. Congress and the presidential administration to inform federal policy to achieve better health outcomes. The team provides congressional leaders with key information regarding public health activities in their state or district; supports ASTHO members' advocacy efforts, federal testimony, and participation in congressional hearings briefings; and educates ASTHO members and state health agency staff on key budget and public health policy issues. The federal legislative agenda guides the team's work and is updated on an annual basis.

ASTHO is looking for a firm or individual who will serve as an extension of the Government Affairs team by implementing the legislative agenda and supporting efforts of state public health agencies across the U.S. and U.S. territories, freely associated states, and the District of Columbia.

Project Activities

The selected firm or individual will be required to provide and participate in the following activities:

- Lead the cultivation of at least four congressional champions for ASTHO's [22% by FY22 campaign](#) to increase CDC's overall budget by \$1.5 billion by FY22. This includes:
 - Increasing the number of organizations supporting 22 by 22.
 - Planning and executing a congressional hill launch event.
 - Identifying opportunities to engage the media and Congress.
 - Creating additional collateral supporting materials and documents.
- Initiate and lead weekly touch-base conference calls. The firm or individual will be responsible for drafting an agenda and sharing any pertinent meeting notes with detailed deliverables.
- Provide monthly written reports, in a mutually agreed-upon format, that include:
 - Detailed updates on priority items, including items included in weekly touch-base conference calls.
 - A schedule of relevant upcoming legislative hearings.
 - Bill tracking.
 - Reporting information for all legislation determined by staff to potentially impact ASTHO members.
- Participate in the planning and execution of ASTHO's legislative hill day(s)
- Provide monitoring and analysis on pertinent legislation and regulation that is identified by the firm or individual or is of interest to ASTHO.
- Prepare briefing memos on issues of interest to ASTHO members, such as congressional hearings, as requested.
- Provide current and accurate information on appropriation timelines and various associated deadlines.
- Provide strategic and programmatic consultation to the ASTHO Government Affairs team.
- Coordinate and or participate in meetings with federal legislators and their staff, as well as committee and agency staff.
- Participate in and help develop agendas for the ASTHO-organized Public Health Leader Roundtable meetings.
- Attend and lead annual planning meetings with ASTHO's Government Affairs team.
- Provide personnel support, as needed, with ASTHO's legislative alert drafting, especially on annual appropriations analysis and legislation.
- Attend two ASTHO-led ASTHO member training events, conferences, and meetings, as necessary.

The precise scope and extent of services shall be determined on an ongoing basis, with consultation from both ASTHO and the firm or individual.

Project Duration

The agreement is valid for up to one year with the option of a one-year extension, upon mutual agreement of both parties. The extension period is capped at four years, after the initial period of performance.

Evaluators

Each proposal will be reviewed by a panel of ASTHO staff, including:
Carolyn Mullen, senior vice president, government affairs and public relations
Carolyn McCoy, senior director, government affairs
Jeffrey Ekoma, director, government affairs
Emma Lange, analyst, government affairs and public relations
Jane Esworthy, senior director, public relations

IV. Required Proposal Content and Selection Criteria

Qualified firms or individuals are invited to submit proposals that address the selection criteria below. Proposals may not exceed 6 pages in length, excluding resumes or CVs and a budget, and should be single-spaced in 12-point font.

Required sections include Cover Letter(s), Proposed Approach, Prior Experience and Performance, Organization Capacity, Budget and Narrative, and Response to Draft Contract.

- A. Part 1: Cover Letter (5 Points):** Include a contact person's name, title, mailing address, email address, and telephone number.
- B. Part 2: Proposed Approach (25 Points):** Provide a brief outline of the firm or individual's planned approach and strategy for accomplishing the requested project activities. Detail a work plan that includes activities, timeline, goals, and milestones to achieve the deliverables and meet the expectations noted above.
- C. Prior Experience and Performance (30 Points):** Describe the firm or individual's experience and quality of performance on recent work completed with a similar scope. Include information about familiarity with and understanding of the federal appropriations process as it relates to public health, public health background and understanding, experience with state-level leaders, and experience with high-profile organizations representing prominent public leaders. Describe the firm or individual's ability to represent ASTHO well in interactions with state and territorial health agency staff and other governmental, private sector, and nonprofit stakeholders. Describe the firm or individual's previous experience navigating sensitive policy areas while still maintaining the best interest of a client.
- D. Organization Capacity (25 Points):** Include information that addresses the firm or individual's ability and capacity to perform the services required within the specified timeframe. Describe staff qualifications and provide a CV for key personnel or a staff lead.
- E. Budget and Budget Narrative (5 Points):** Provide a detailed budget, including detailed projected costs for the ongoing monthly engagement.
- F. Response to ASTHO Contract Terms and Conditions (10 Points):** ASTHO and the selected applicant will enter into a fixed price agreement. A copy of ASTHO's agreement General Terms and Conditions is available in Attachment A. The selected applicant should review the terms and conditions with a contracts officer or firm's legal counsel, as appropriate, and confirm that, if selected, the firm or individual will enter into an agreement and agree to these terms, or identify and include any proposed changes with your proposal application for consideration. ASTHO 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.

V. Submission Information

Application Procedure

Interested applicants are encouraged to email a brief letter expressing their intent to apply to Carolyn Mullen at cmullen@astho.org by 5 p.m. EST on January 13, 2020. (To note, a letter of intent is **not required** to submit a formal proposal.)

Please email the completed application to Carolyn Mullen at cmullen@astho.org by 5 p.m. EST on February 27, 2020. Incomplete applications or applications received after the deadline will not be considered.

Applicant Questions and Guidance

ASTHO will support interested applicants to offer guidance and address specific questions about the request for proposals (RFP). Representatives from ASTHO will be available to speak to potential applicants on *January 14, 2020 from 11-11:30 a.m. EST* to discuss technical or administrative questions. Interested firms or individuals should email Carolyn Mullen at cmullen@astho.org for details on how to join the conference call or with any questions pertaining to the RFP. All questions and answers will be made available to all potential applicants upon request.

Timeline

- **RFP Released:** January 6, 2020 at 9 a.m. EST
- **Letter of Intent Due (*optional*):** January 13, 2019 by 5 p.m. EST
- **Questions and Guidance Conference Call:** January 21, 2020 from 11-11:30 a.m. EST
- **Proposal Submission Deadline:** February 27, 2020 by 5 p.m. EST
- **Potential Interview Dates (*if needed*):** March 2-6, 2020
- **Anticipated Selection Announcement Date:** March 16, 2020
- **Contract Renewal:** Option of a one-year extension, upon mutual agreement of both parties. The extension period is capped at four years, after the initial period of performance.

Disclaimer Notice

This RFP is not binding on ASTHO, nor does it constitute a contractual offer. Without limiting the foregoing, ASTHO reserves the right, in its sole discretion, to reject any or all proposals; to modify, supplement, or cancel the RFP; to waive any deviation from the RFP; to negotiate regarding any proposal; and to negotiate final terms and conditions that may differ from those stated in the RFP. Under no circumstances shall ASTHO be liable for any costs incurred by any person in connection with the preparation and submission of a response to this RFP.

Attachment A

ASTHO GENERAL TERMS AND CONDITIONS

1. Definitions

A. *Agreement* shall mean the Master Agreement entered between Contractor and ASTHO, including the Scope of Work, these General Terms and Conditions, and any other Addendums, attachments and exhibits.

B. *Services* shall mean those services Contractor is to provide pursuant to the Agreement, including any Scope of Work.

C. *Work* shall mean all work, deliverables, documents, data, goods, and other materials produced, developed, collected, or authored by Contractor pursuant to the Agreement.

D. *Concerned Funding Agency* means the U.S. Department of Health and Human Services or any other governmental entity providing funding, in whole or in part, related to the Agreement.

2. Relationship

The Contractor is an independent contractor, and the relationship between ASTHO and the Contractor shall be solely contractual and not in the nature of a partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.

3. Ownership Rights

The services provided by the Contractor pursuant to the Agreement shall be “work for hire,” and therefore all Work shall be sole and exclusive property of ASTHO. To the extent that the Services, or any part of them, may not constitute work for hire under the law, Contractor hereby transfers to ASTHO all right, title, and interest in and to the Work.

Notwithstanding the foregoing, should the Work incorporate pre-existing materials owned by Contractor, Contractor shall retain all ownership rights to those materials, and ASTHO shall have a perpetual, irrevocable, royalty-free license to utilize the pre-existing materials as incorporated in the Work. Without limiting the foregoing, ASTHO shall have access to the Work at any time during the term of the Agreement.

4. Warranties and Representations

The Contractor warrants and represents that: (a) the Services shall conform to the Scope of Work in all respects; (b) the Work shall be original to the Contractor and shall not infringe the copyright or other rights of any party; (c) the Contractor possesses, and shall employ, the resources necessary to perform the Services in conformance with the Agreement; (d) the Services shall be performed, and the Work produced, in accordance with high standards of expertise, quality, diligence, professionalism, integrity, and timeliness; and (e) the Contractor has no interest, relationship, or bias that could present a financial, philosophical, business, or other conflict with the performance of the Work or create a perception of a conflict or a lack of independence or objectivity in performing the Work.

5. Time of the Essence

Time is of the essence in respect of the Services to be performed and Work to be produced by the Contractor.

6. Compliance with the Law

The Contractor shall at all times act in accordance with all applicable governmental laws and regulations.

7. Key Personnel

Any personnel identified in the Scope of Work as individuals who will be performing the Services or producing the Work may not be changed without the written approval of ASTHO.

8. Publicity and Media

The Contractor shall not make any public statements or communications relating to the existence or performance of the Agreement, including the Services and the Work, or conduct any interviews or respond to any inquiries, concerning the same, without the express written consent of ASTHO. All media inquiries shall be directed to ASTHO's Public Relations team at pr@astho.org.

9. Assignment and Subcontracting

The Contractor shall not assign or subcontract any portion of the Agreement, or its obligations or rights thereunder, without the prior written consent of ASTHO. Any attempted assignment or subcontracting in violation of this provision shall be void.

10. Review and Coordination

To ensure adequate review and evaluation of the Services and Work, and proper coordination among interested parties, ASTHO shall be kept fully informed concerning the progress of the Work and Services to be performed hereunder, and, further, ASTHO may require the Contractor to meet with designated officials of ASTHO from time to time to review the same.

11. Inspection of Work

The Contractor shall comply with any request to make the Work available, in its then current status, to authorized representatives of ASTHO and/or of any Concerned Funding Agency for inspection and review in order to assess compliance with, and progress toward completion of, the Agreement. The Contractor shall fully cooperate in any such inspection and review.

12. Confidential Information

Any information regarding ASTHO that is not generally publicly known or available, whether or not such information would constitute a trade secret under statutory or common law, that is disclosed to or discovered by the Contractor during the course of the Agreement (hereinafter, "Confidential Information") shall be considered confidential and proprietary to ASTHO, and the Contractor shall maintain all Confidential Information in confidence; shall employ reasonable efforts to ensure the security of the Confidential Information; and shall not disclose the Confidential Information to any third party or use the Confidential Information except as necessary to perform the Services or produce the Work.

Should the Contractor receive a subpoena directing disclosure of any Confidential Information, the Contractor shall immediately inform ASTHO and cooperate fully with ASTHO in responding to the subpoena.

13. Financial Record Keeping and Inspection

The Contractor warrants that it shall, during the term of the Agreement and for a period of three (3) years following the date of submission of the final expenditure report, maintain accurate and complete financial records, including accounts, books, and other records related to charges, costs, disbursements, and expenses, in accordance with generally accepted accounting principles and practices, consistently applied. ASTHO, directly or through its authorized agents, auditors, or other independent accounting firm, at its own expense, and the Concerned Funding Agency directly or through its duly authorized representatives, shall have the right, from

time to time, upon at least ten (10) days' notice, to audit, inspect, and copy the Contractor's records. The Contractor shall fully cooperate, including by making available such of its personnel, records, and facilities as are reasonably requested by ASTHO or the Concerned Funding Agency. This Section shall remain in force during the term of the Agreement and for the three (3) years following the termination or expiration of the Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Contractor agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

The Contractor further acknowledges and agrees that in the event the Contractor has expenditures of \$750,000 or more in total federal awards, including this Agreement, Contractor shall be subject to audit by the federal government as provided for under OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Omni Circular). Contractor further agrees to cooperate and to promptly furnish any requested information in the course of any audit of ASTHO by the federal government under the Omni Circular.

14. Remedies

The Contractor acknowledges that monetary damages alone will not adequately compensate ASTHO in the event of a breach by the Contractor of the restrictions imposed and set forth in Sections paragraph 12 and 13, and therefore the Contractor hereby agrees that in addition to all remedies available to ASTHO at law or in equity, including any applicable State trade secrets law, ASTHO shall be entitled to interim restraints and permanent injunctive relief for enforcement thereof, and to an accounting and payment of all receipts realized by the Contractor as a result of such breach.

15. Allowable Costs

ASTHO must preapprove any non-local travel reimbursement requests and will not reimburse for local travel in the metropolitan Washington, D.C. region. The Contractor is responsible for reimbursing ASTHO in a timely and prompt manner for any payment made under this subcontract which is subsequently determined to be unallowable by ASTHO.

16. Term and Termination

The Agreement shall be for such term as is set forth in the Agreement. The Agreement may be terminated by ASTHO prior to the end of any term on fifteen (15) days written notice. In addition, this Agreement may be terminated by either party on written notice should the other party: (a) fail to cure a material breach within ten (10) days of delivery of written notice; (b) become insolvent; (c) be the subject of a bankruptcy filing; or (d) cease doing business.

Upon termination, the Contractor shall deliver to ASTHO: all Work, whether in final or draft form, that has been produced as of the date of termination; all Confidential Information; and any materials or items previously provided to the Contractor by ASTHO. Upon receipt thereof by ASTHO, the Contractor shall be paid for work performed through the date of termination. In all instances of terminations, the Contractor shall use best efforts to not incur new costs and expenses after the notice of termination and shall cancel as many outstanding obligations as possible.

17. Indemnification

Should one party (the "Indemnified Party") incur or suffer any liability, damage, or expense, including reasonable attorney's fees, in connection with the defense of a legal proceeding brought by a third party arising

out of the negligent or other wrongful actions of the other party (the “Indemnifying Party”), then the Indemnifying Party shall indemnify and hold harmless the Indemnified Party for such liability, damage, or expense. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually obligating itself to provide indemnification, this Section shall be void.

18. Special Damages

Neither party shall be liable to the other for consequential or indirect damages, including lost profits, or for punitive damages, arising from breach of the Agreement.

19. Limitation of Liability

Notwithstanding any other provision of the Agreement, under no circumstances shall the liability of ASTHO to the Contractor exceed the total amount of compensation to be paid to the Contractor.

20. Insurance

The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of coverage in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of the Agreement, in respect of death or personal injury, or loss of or damage to property. The Contractor shall produce to ASTHO, on request, copies of all insurance policies referred to in this condition or other evidence confirming the existence and extent of the coverage given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually obligating itself to obtain insurance coverage as required above, this Section shall be void.

20. Governing Law; Forum Selection.

This contract is deemed made in the Commonwealth of Virginia and shall be governed by, subject to, and construed in accordance with the laws of the Commonwealth of Virginia (without giving effect to its conflict of law rules). All actions, suits or proceedings between the parties hereto with respect to the Agreement shall be litigated in the State or federal courts located in the Commonwealth of Virginia. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually designating the law of any other State as being controlling, then this Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of residence of the Contractor, and the forum selection provision shall be void.

21. Waiver

No failure or delay by either party to exercise any right, power, or remedy will operate as a waiver of the same, nor will any partial exercise preclude any further exercise of the same or some other right, power, or remedy.

22. Entire Agreement

The Agreement constitutes the entire agreement between the parties relating to the subject matter of the contract. The Agreement supersedes all prior negotiations, representations, and undertakings, whether written or oral.

23. Modification

The Agreement may not be modified except by further written agreement signed by the parties. The parties may enter into a change letter that modifies any aspect of the Agreement or any Addendum or Attachment, including the Scope or Services, rather than issuing a new version of the affected document.

24. Severability

If for any reason any part of the Agreement is held to be unenforceable, illegal, or invalid, that unenforceability, illegality, or invalidity will not affect any other provisions, which will continue in full force and effect.

25. Successors and Assigns

The Agreement shall be binding on the parties' respective successors, heirs, and permitted assigns.

26. Survival

Those provisions that logically would survive termination or that impose requirements beyond the stated term, and this Section 26, shall survive termination of this the Agreement.

27. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Specifically, no employee of Contractor may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to those federal employees and other persons listed in 41 U.S.C. 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (currently \$150,000) as described in section 2.101 of FAR.