



## **Request for Proposal (RFP) – Contract Services**

This RFP is published in support of ongoing programs, directed by the National Fallen Firefighters Foundation (NFFF). All potential respondents to this RFP are urged to read the entire document for clarity and understanding of the request. All submissions received by the NFFF in reference to this request will be considered to have been tendered with full knowledge and understanding of the specifics of the RFP.

**RFP#:** NFFF-18-FED-0099

**Requirement:** Contract Services for Fire Service Support – Advocate Co-Manager

**Date Issued:** April 11, 2018

**Submissions Due:** April 26, 2018

**Anticipated Term:** May 1, 2018

All submissions will be received at either [vstagnaro@firehero.org](mailto:vstagnaro@firehero.org) (electronic submission) or mailed to:

National Fallen Firefighters Foundation  
Attention Victor Stagnaro  
2130 Priest Bridge Drive Suite #6  
Crofton, Md 21114

**Any submissions received after April 26, 2018 will not be evaluated.**

This solicitation adheres to all federal procurement procedures and protocols, as detailed in OBM Circular A-122 & A-133; in confirmation to all rules and regulations detailed under the “super circular” protocols released in 2014, the Foundation intends to conduct this RFP under these federally mandated guidelines.

## **Scope of Services Sought**

**Project Narrative:** The National Fallen Firefighters Foundation is seeking two individuals to serve as the Everyone Goes Home Advocate Manager. One manager will oversee the activities of the eastern United States and the other will oversee the activities of the western United States. These two grant-funded positions manage the Foundation's National Advocate programs. The selected contractor will be responsible to develop goals and objectives for the regional and state advocates to promote the best practices within the 16 firefighter life safety initiatives of the Everyone Goes Home® (EGH) program. Furthermore, they will be responsible to work with Foundation staff and other contractors to promote developed and developing programs at the state and local level. The Advocate Manager(s) coordinate the activities of the regional and state advocates, coordinate the delivery of EGH materials for local trade shows and support the Foundation's efforts at all major fire service trade shows.

The selected contractor will be responsible to oversee the Advocate program, select volunteer regional advocates and state lead advocated. They will review advocate applications and ensure that all selected advocates are performing under the concepts of the 16 firefighter life safety initiatives. Advocate Managers are expected to host regular conference calls/webinars to maintain contact, as well as stay informed of all developed and developing programs.

The selected contractor will be responsible to complete the following tasks:

- Development of an agenda and execution of a National Advocate Meeting
- Make presentations on the Everyone Goes Home® program as deemed necessary
- Deliver EGH training programs as deemed necessary
- Participate and assist with the coordination of a Regional and State Everyone Goes Home Advocates
- Participate and assist with 6 to 8 National Trade Shows
- Coordinate and have local Advocates assist at activities related to all the major fire service trade shows
- Host regular conference calls/webinars with regional and state advocates to keep them informed of EGH activities
- Coordinate the delivery of EGH materials as required by regional and state advocates

The selected candidate will require basic knowledge of the following

- Basic Budgeting
- Fire Service course development and/or review
- Currently serving in good standings as an Advocate Manager, Regional Advocate or State Advocate
- Successfully completed all the online NFFF programs on the Firehero Learning Network
- Hold a minimum of Fire Service Instructor Level 2
- Have a minimum of Fire Officer 2 or a College Degree
- Incident safety officer credentials or an equivalent as deemed by the NFFF
- Health and safety officer credentials or an equivalent as deemed by the NFFF
- Have the availability to represent the NFFF on NFPA technical committees
- Have the ability to utilize Facebook to communicate with the Advocate group
- Have the ability to attend travel a minimum of 4 days a month if needed.

Project Term: The term of the contract will be for one-year and/or the length of the Period of Performance as indicated in the grant(s) funding the position. The award will have a five-year option included.

Project Reporting Parameters: Reporting will be determined as outlined in a finalized Scope of Work. However, reporting is customarily completed on a monthly basis and/or as deemed necessary by the grant award.

Detail of Credentials for Respondent: The final contract will be awarded to the most qualified individual, as deemed by the National Fallen Firefighters Foundation who has excellent organizational skills, and who can demonstrate a thorough knowledge of the Everyone Goes Home® program and has participated as an Advocate as a manager, regional coordinator or state lead.

Respondent: Please see following a template of the contract under which the Foundation would intend to engage for the preceding highlighted services:

### **CONSULTING AGREEMENT**

This Consulting Agreement ("Agreement") is made this \_\_\_\_\_ ("Effective Date"), by and between the National Fallen Firefighters Foundation, a non-profit corporation organized and existing under the laws of the State of Maryland ("Client"), and \_\_\_\_\_ ("Consultant"), and sets forth the terms of the Consultant's consulting relationship with Client as follows:

1. Consulting Services. Effective \_\_\_\_\_, Client shall retain Consultant and Consultant shall provide Client with certain consulting services (hereinafter described as the "Consulting Services"), such services which shall include, without limitation, services described in the attached Scope of Work (Attachment #1). The nature of the Consulting Services may be modified by Client in writing at any time, with the written agreement of Consultant.
2. Term. This Agreement shall remain in effect from the Effective Date until \_\_\_\_\_, (the "Term"), unless terminated earlier by one or both of the parties as set forth herein.
3. Fees and Payment. In consideration of the performance of the Consulting Services, Client shall pay Consultant a fee of \$ \_\_\_\_\_, as negotiated with the NFFF, unless previously agreed upon and reflected in a modification to this agreement. Final payment will be made when the scope of work is deemed completed by the National Fallen Firefighters Foundation or its designee. Payment will include an additional amount for all travel costs related to trips as described below. The per diem rate allowable under Federal travel regulations for meals and incidentals will apply for all travel days. To request payments and/or reimbursements, the consultant shall submit an electronic invoice once per month to \_\_\_\_\_. The invoice shall show the agreement number, costs including per diem rates. In order to obtain reimbursement, the consultant must provide all receipts for out of pocket expenses.
4. Lodging and Airfare. Whenever possible, hotel accommodations for consultants will be made by the Foundation at hotels where rates do not exceed amounts stated in the Federal travel regulations for the area. Consultants will be advised of the lodging arrangements at least one week in advance of the travel. If a consultant decides to change his/her reservation for lodging that exceeds this amount, they will be responsible for paying the difference between the actual amount paid for the lodging and the allowable Federal amount. Consultants are also required to advise Foundation staff of the change in advance so that reservations made by Foundation staff can be cancelled without penalty. The consultant may choose

to make their own travel arrangements at their personal expense. In order for the client to cover the costs of travel the consultant will make Airline reservation by utilizing the Foundations managed travel service.

5. Termination. Client may terminate this Agreement with or without cause upon ten (10) days' written notice to Consultant. Consultant may terminate this Agreement for Client's material breach of this Agreement that remains uncured thirty (30) days following Client's receipt of written notice of such breach. Upon termination of the Agreement, Client's obligation to pay the fees described in Paragraph 3 herein and to reimburse Consultant for the expenses described in Paragraph 6 herein shall cease, effective as of the date of termination; provided, however, that Client shall remain obligated to pay such fees and/or reimburse such expenses as have already been properly incurred prior to the date of termination.

6. Subcontractors. Consultant shall not use any subcontractors without the prior written consent of Client. This Agreement shall apply in its entirety to any and all authorized subcontractors of Consultant, and Consultant shall remain responsible for its subcontractors' actions and omissions, including without limitation its subcontractors' failure to comply with this Agreement, as if such actions and omissions were those of Consultant.

7. Equipment and Materials, Expenses and Insurance. Consultant shall furnish all equipment, materials and labor used to perform the Consulting Services. Consultant shall pay all ordinary and necessary expenses arising from its performance of the Consulting Services. Client shall, however, upon the submission by Consultant of appropriate written substantiation as set forth below and pursuant to the following terms and conditions, reimburse Consultant for ordinary and necessary business expenses, including travel and communication costs (e.g., telephone, fax, computer, printer) and other materials and equipment costs, reasonably incurred by Consultant in connection with the provision of Consulting Services, as reasonably allocable to the provision of Consulting Services. As a precondition to reimbursement of any such expenses, Consultant shall provide Client with detailed documentation regarding such expenses, including receipts, itineraries, reasons for the expenses, and such other documentation as Client may require. Client shall not provide insurance coverage of any kind for Consultant or name Consultant as an additional insured on any of its insurance policies. Additionally, Consultant agrees to furnish Client with a Certificate of Insurance, for all issues of Workman's Compensation and Professional Liability in proportion to MD state minimum coverage.

8. Independent Contractor Status. The Parties agree and acknowledge that Consultant is an independent contractor. Nothing herein shall be construed to create any partnership, joint venture or agency relationship of any kind between the parties. Client shall not be responsible to Consultant or to any governmental authority, for the payment or withholding of any federal, state or local income, unemployment or other employment-related taxes in connection with the performance of the Consulting Services. It is understood that Client shall not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay and Consultant warrants and agrees to pay all federal, state and local taxes incurred and chargeable to it in connection with the performance of the Consulting Services. Consultant further warrants and agrees to file all required forms and make all federal, state or local tax payments appropriate and necessary to the status of Consultant as an independent contractor and shall not claim any other status. Consultant further warrants and agrees to file all other required forms, registrations, reports, and other filings, and to pay all corresponding fees or other charges, as may be required of Consultant, at the federal, state and/or local levels, as a consequence of activities being conducted by Consultant for or on behalf of Client.

9. Indemnification. Consultant agrees to indemnify, save and hold harmless Client from and against any and all losses, expenses (including, but not limited to, payroll and income taxes and attorneys' fees),

damages, claims, suits, demands, judgments, and causes of action of any nature arising from or as a result of (i) the performance of Consultant's obligations under this Agreement, (ii) the failure of Consultant to comply with any term or condition of this Agreement, (iii) the breach of any representation or warranty given or made by Consultant, and/or (iv) the reclassification of Consultant as an employee of Client.

10. Property of Client. During the course of performing the Consulting Services, Consultant may, independently or in conjunction with Client, develop information, produce work product, or achieve other results for Client in connection with the Consulting Services it performs for Client. Consultant agrees that such information, work product, and other results, systems and information developed by Consultant and/or Client in connection with such Consulting Services (hereinafter referred to collectively as the "Work Product") shall, to the extent permitted by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. § 101), and shall remain the sole and exclusive property of Client. To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Consultant with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to Client all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed there under, and all other intellectual property rights, including all extensions and renewals thereof. Consultant further agrees to provide all assistance reasonably requested by Client, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of Client's rights in the Work Product. Upon the termination of this Agreement, Consultant agrees to deliver promptly to Client all printed, electronic, audio-visual, and other tangible manifestations of the Work Product, including all originals and copies thereof. Consultant also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.

11. Limited License. The name National Fallen Firefighters Foundation and all other trademarks, service marks, copyrights, and other intellectual property of Client (collectively, the "Intellectual Property") are the property of Client, but may be used by Consultant in strict accordance with the terms and conditions set forth below:

a. The Intellectual Property is the sole and exclusive property of Client. The Intellectual Property may be used by Consultant if and only if such use is made strictly pursuant to the terms and conditions of this limited and revocable license. Any failure by Consultant to comply with the terms and conditions contained herein may result in the immediate revocation of this license. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by Client in its sole discretion.

b. The Intellectual Property may be used by Consultant solely in furtherance of the obligations of Consultant hereunder; provided, however, that the Intellectual Property may not be used in any manner that, in the sole discretion of Client: discredits Client or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between Client and Consultant, including but not limited to any use of the Intellectual Property that might be reasonably construed as an endorsement, approval, sponsorship, or certification by Client of Consultant or Consultant's services, or that might be reasonably construed as support or encouragement by Client to purchase or utilize Consultant's services.

c. Use of the Intellectual Property shall create no rights for Consultant in or to the Intellectual Property beyond the terms and conditions of this limited and revocable license. Client shall have the right, from time to time, to request samples of use of the Intellectual Property by Consultant from which it may determine compliance with these terms and conditions. Without further notice, Client

reserves the right to prohibit use of the Intellectual Property if it determines, in its sole discretion, that Consultant's usage thereof, whether willful or negligent, is not in strict accordance with the terms and conditions of this license or otherwise could discredit Client or tarnish its reputation and goodwill. Upon the termination or expiration of this Agreement, all rights of Consultant to use the Intellectual Property shall immediately terminate.

12. Reporting and Inspection. During the Term of this Agreement, Consultant shall report in writing to Client with whatever frequency and regarding whatever subject matter Client shall hereinafter require of Consultant in order for Client to stay apprised of Consultant's activities under this Agreement. Furthermore, during the Term of this Agreement, upon reasonable notice and during regular business hours, Client shall have the right to inspect all books and records of Consultant relating to the subject matter of this Agreement.

13. Conflict of Interest. Consultant represents and warrants that it has no business, professional, personal, or other interest, including but not limited to the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises during the Term of this Agreement, Consultant shall immediately inform Client in writing of such conflict. If, in the reasonable judgment of Client, such conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then Client may terminate the Agreement immediately upon written notice to Consultant; such termination of the Agreement shall be effective upon the receipt of such notice by Consultant. Nothing herein shall preclude Consultant from engaging in other business activities, so long as such other activities do not violate or are not inconsistent with the terms and conditions of this Agreement, or do not otherwise pose a conflict of interest with Consultant's obligations under this Agreement.

14. Nondisclosure of Confidential and Proprietary Information.

a. Through its performance of the Consulting Services, Consultant may have access to certain confidential and proprietary information concerning Client's organization, employees, members, and otherwise, including but not limited to, information concerning Client's organization and structure, business and marketing plans, financial data, the identity of present and prospective members of Client, Client's current and prospective contracts, and policies, standards, procedures, and practices of Client (hereinafter referred to collectively as "Confidential Information"). Confidential Information shall not include information that is or becomes public through no breach of any obligation of confidentiality. The use of Confidential Information for the benefit of any person or entity other than Client and the disclosure of such information to any person outside of Client would cause severe competitive and financial damage to Client.

b. Unless expressly authorized by Client, both during and after the Term of this Agreement, Consultant shall not use Confidential Information for its own benefit or for the benefit of anyone other than Client, or disclose such information to anyone outside of Client, except in the proper course of Client's business. Consultant shall use all reasonable efforts to keep this information confidential. This provision shall survive termination of this Agreement.

c. Upon the termination of this Agreement, or at any time upon the request of Client, Consultant shall return to Client all printed, audio-visual and electronic documents, data and other materials, including all originals, copies and extracts thereof, containing or referencing any Confidential Information or otherwise relating to Client's organization or operations, and all other property of Client then in its possession.

15. Miscellaneous.

a. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between them. This Agreement shall not be modified or waived except by written instrument signed by both parties.

b. In the event that any part of this Agreement shall be declared unenforceable or invalid, the remaining parts shall continue to be valid and enforceable.

c. This Agreement shall inure to the benefit of and be binding upon the parties and their respective executors, administrators, personal representatives, heirs, assigns, and successors in interest.

d. This Agreement may not be assigned by Consultant or the rights granted to or obligations imposed upon Consultant transferred or sublicensed by Consultant, without the express prior written consent of Client.

e. Either party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

f. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

g. Consultant covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement.

h. Consultant shall comply with any applicable federal and state laws governing solicitations and individual privacy information, including but not limited to, the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act, the federal Telephone Consumer Protection Act, and the California Online Privacy Protection Act, and all rules and regulations there under, in promoting Consultant's products and services and in otherwise carrying out Consultant's obligations under this Agreement. Consultant shall indemnify and hold harmless Client, its officers, directors, affiliates, agents, and employees from and against any third-party claims arising out of any alleged or actual violations of such laws, rules and regulations, including but not limited to damages, liabilities, losses, judgments, settlements, costs, and attorneys' fees and expenses.

i. All notices and demands of any kind or nature which either party may be required or desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by telecopier, by certified mail, or by commercial overnight delivery (e.g., Federal Express), with constructive receipt deemed to have occurred one (1) calendar day after the mailing, sending or transmitting of such notice, to the following addresses or telecopier numbers:

If to Client:

National Fallen Firefighters Foundation  
2130 Priest Bridge Dr., Ste. 6  
Crofton, MD 21114-2457  
Attn.: Victor Stagnaro  
Fax: (410) 721-6213

If to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_

j. Consultant acknowledges that this Agreement shall be governed and enforced in accordance with the laws of the State of Maryland without effect to its conflict of law provisions. Consultant acknowledges that the state and federal courts located in the State of Maryland shall be the exclusive forums for the resolution of any disputes concerning this Agreement or Consultant's provision of Consulting Services to Client, and Consultant agrees to submit to the jurisdiction of such courts.

k. Consultant acknowledges that, if it breaches any provision of this Agreement, Client would be irreparably harmed, that monetary damages alone may not be sufficient to adequately protect Client from or compensate Client for such breach, and that, in addition to any other remedy, Client shall be entitled to recover all expenses incurred in enforcing these provisions, including but not limited to attorneys' fees and expenses, court costs, and to a preliminary and permanent injunction enjoining such breach.

l. The individual executing this Agreement on behalf of Consultant hereby represents and warrants to Client that he or she is duly authorized to bind Consultant to the terms and conditions of this Agreement.

m. Both parties have read the foregoing Agreement in its entirety and voluntarily agree to each of its terms with full knowledge thereof.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

**CONSULTANT**

**NATIONAL FALLEN FIREFIGHTERS FOUNDATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
NFFF

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_