

# Request for Bids

## Purpose and Scope

Vital Strategies seeks a consultant to offer key recommendations and action steps to make digital content more accessible to persons with disabilities. The anticipated internal review start date is June 1, 2022, and anticipated end-date is August 1, 2022. The internal review is anticipated to take a total of 50 workhours.

## Vital Strategies Organizational Background

Vital Strategies is an international public health organization headquartered in New York City. Vital Strategies develops and oversees programs that strengthen public health systems and address leading causes of morbidity and mortality worldwide, providing expertise in project implementation and management, strategic communications, and other core public health capabilities to guide policy and decision-making. Specific programs include road safety, obesity prevention, overdose prevention, and data for health. Activities take place in a range of low- and middle-income cities in over 60 countries.

Our experts provide technical and professional guidance to partners and government agencies. Vital Strategies combines evidence-based strategies with innovation to help develop and implement sound public health policies, manage programs efficiently, strengthen data systems, conduct research and design strategic communication campaigns for policy and behavior change. Vital Strategies is working with community partners and stakeholders in eight states to expand access to evidence-based harm reduction services in response to this crisis. Our team does not accept gifts or funds from industries related to tobacco, sugary drinks and alcoholic drinks. We actively seek to engage with stakeholders who share our values and seeks to work with partners who endorse and encourage the highest ethical work practices and standards.

## Objective/s

Vital Strategies seeks to improve accessibility of its publications – chiefly digital materials such as PDFs and websites – to reach communities of difference such as those with visual or hearing differences. Towards that end, Vital is seeking competitive proposals from qualified service providers to provide services to Vital Strategies as described in the project overview and appended sections below.

The selected consultant will demonstrate:

- Required: Expertise in accessibility guidelines such as those published for the Americans with Disabilities Act or other best practice model, with a digital material (e.g., PDFs, websites, social media)
- Required: Track record of consulting with organizations to improve accessibility of their publications

- Preferred: Understanding of social issues, intersectional justice and equity issues such as drug policy, criminal justice, harm reduction and/or other racial and social justice issues.
- Preferred: Demonstrated understanding of lived experiences of marginalized communities, particularly those with visually/hearing difference.

## Project Overview

Through our Overdose Prevention Program, Vital Strategies has co-produced and funded the creation of toolkits, resources, multi-media campaigns and e-documents that advance harm reduction and evidence-based drug overdose prevention strategies. Vital Strategies is launching an internal review to make digital content materials more accessible to persons with disabilities based on best practices and accessibility guidelines, such as those set forth by the ADA.

The selected consultant will be tasked with reviewing and redesigning one specific product previously published through our program – the [“Survival Strategies for People Who Use Drugs”](#) PDF document – and with providing general design feedback and recommendations for future products based on review of this document. This guide was created by Project SAFE, a Philadelphia-based mutual aid harm reduction collective for women, queer, and trans people who use drugs and do sex work. The e-toolkit, published in 2021, is a guide for service providers and harm reduction programs that work with people who use drugs; it offers suggestions for effective harm reduction and public health messaging on this topic of using drugs alone. Revising this guide will ensure equitable access for persons with disabilities who use drugs.

This review will be internal to Vital Strategies. Key recommendations provided by the consultant during this review will be utilized to revise and redesign other existing external-facing e-documents to make them more accessible to people with disabilities. Key recommendations and accessibility guidelines will also serve as an ongoing resource for Vital staff to reference when co-producing or creating future publications.

## Services Requested

Vital Strategies seeks a consultant to redesign Vital Strategies’ Survival Strategies for People Who Use Drugs guide based on accessibility guidelines, offering key recommendations and feedback Vital Strategies can utilize to make digital content materials more accessible to persons with disabilities.

### Specific activities of this effort will include:

- Review the Survival Strategies for People Who Use Drugs guide and provide a list of written feedback and recommendations regarding accessibility of the document for persons with disabilities
- Coordinate with Vital Strategies to draft a sample document based on the identified accessibility guidelines and best practices.
- Provide feedback and key recommendations on how to make e-documents and digital materials more inclusive of persons with disabilities.

- Research and identify accessibility guidelines or models that Vital Strategies can utilize to produce more inclusive content materials, e-documents, and external-facing resources in the future.
- Co-develop, with Vital staff, a final 3-5 page Vital Strategies internal standards, guidelines and resources document for publishing accessible digital materials that meet ADA standards.

Anticipated total work-hours: 50

Anticipated project start-date: June 15

Anticipated project end-date: August 1

## Instructions for Respondents

1. **Contact Person.** Service providers shall send their notification of intent to bid, refer any questions, and submit their proposals via email to [overdose@vitalstrategies.org](mailto:overdose@vitalstrategies.org).
2. **Due Date.** Proposals must be submitted in PDF format by JUNE 24, 2022, 5.00 PM EST.
3. **Proposal Submission.** Proposals shall include respondent information, all supporting documentation outlined in Annex B, and be emailed in PDF format, together with any relevant supporting documentation, to:  
[overdose@vitalstrategies.org](mailto:overdose@vitalstrategies.org)  
 with **RE Accessibility Consultant** in the subject line, **by 5.00 PM EST on JUNE 24, 2022.**
4. **Standard Agreement Terms:** Our standard agreement terms can be found in Annex C. If the bidder disagrees with any components, please return with any comments outlined in red with the bid.

## Vital Strategies and Respondent Contact Information

VITAL STRATEGIES Contact Information	
Company Name	Vital Strategies
Company Address	100 Broadway, 4 <sup>th</sup> Floor, New York, NY 10005
Company Website	<a href="http://www.vitalstrategies.org">www.vitalstrategies.org</a>
Contract Manager	
Contract Manager Email Address	<a href="mailto:overdose@vitalstrategies.org">overdose@vitalstrategies.org</a>
RESPONDENT Information	
Respondent/ Company Name	
Respondent/ Company Address	



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New York, NY 10005, USA

+1 212 500 5720  
[vitalstrategies.org](http://vitalstrategies.org)

**Offices**  
New York | Paris | Singapore | Jinan | São Paulo

<b>Respondent Address/Company Website &amp; Address</b>	
<b>Primary Contact</b>	
<b>Primary Contact Email</b>	
<b>Authorized Signatory Name</b>	
<b>Authorized Signatory Title</b>	
<b>Existing Contract Information</b>	
<b>Current Contract with Vital Strategies?</b>	Yes / No
<b>If Yes, Name of Vital Strategies Contract Manager</b>	
<b>Implementation Timeline of Existing Contract</b>	

## Annex A

### Scope of Work

**Effective Date: June 1, 2022**

**Termination Date: August 1, 2022**

**Site of work (City): N/A**

**Site of work (Country): USA**

**Project Overview:**

1. Background for requesting the service;

Through our Overdose Prevention Program, Vital Strategies has co-produced and funded the creation of toolkits, resources, multi-media campaigns and e-documents that advance harm reduction and evidence-based drug overdose prevention strategies. Vital Strategies is launching an internal review to make digital content materials more accessible to persons with disabilities based on best practices and accessibility guidelines, such as those set forth by the ADA.

The selected consultant will be tasked with reviewing and redesigning one specific product previously published through our program – the “[Survival Strategies for People Who Use Drugs](#)” PDF document – and with providing general design feedback and recommendations for future products based on review of this document. This guide was created by Project SAFE, a Philadelphia-based mutual aid harm reduction collective for women, queer, and trans people who use drugs and do sex work. The e-toolkit, published in 2021, is a guide for service providers and harm reduction programs that work with people who use drugs; it offers suggestions for effective harm reduction and public health messaging on this topic of using drugs alone. Revising this guide will ensure equitable access for persons with disabilities who use drugs.

This review will be internal to Vital Strategies. Key recommendations provided by the consultant during this review will be utilized to revise and redesign other existing external-facing e-documents to make them more accessible to people with disabilities. Key recommendations and accessibility guidelines will also serve as an ongoing resource for Vital staff to reference when co-producing or creating future publications.

2. Price/remuneration information

- All payments shall be made in U.S. dollars based on a fixed hourly rate
- The proposal shall include a breakdown of proposed hourly rates for the requested services, including individual tasks, costs, and expenditures incorporated into those rates.

### 3. Deliverables

Specific deliverables and activities of this effort will include:

- Coordinate with Vital Strategies to draft and/or redesign a revised version of the Survival Strategies for People Who Use Drugs guide based on accessibility guidelines and best practices.
- Provide general feedback and key recommendations on how to make e-documents and digital materials more inclusive of persons with disabilities.
- Research and identify accessibility guidelines or models that Vital Strategies can utilize to produce more inclusive content materials, e-documents, and external-facing resources in the future.

## **Annex B**

**To be considered for this consultancy, please submit the following items:**

1. Letter of interest, including relevant work experience, link and brief description (two sentences) of relevant project experiences, and total requested fee for project.
2. Proposed budget/cost estimate, including include a breakdown of proposed fixed hourly rates for the requested services, including individual tasks, costs, and expenditures incorporated into those rates.
3. Detailed outline of one or two prior consulting experiences (case studies) with similar scope that detail: Activities performed by your firm and outcomes
4. Two recent samples of work: Media kits, e-documents, or websites
5. Two professional references for similar work (including email/telephone contact info)

## ANNEX C

# SERVICE PROVIDER AGREEMENT

This agreement is dated as of \_\_\_\_\_ (“**Effective Date**”) between Vital Strategies, Inc. (“**Vital Strategies**”) a not-for-profit corporation organized under the laws of the State of New Jersey with authority to do business in the State of New York with business address at 100 Broadway, 4<sup>th</sup> Floor, New York, New York 10005, and \_\_\_\_\_ (the “**Service Provider**”) whose address is \_\_\_\_\_.

Vital Strategies is engaging the Service Provider to provide the services set forth in this agreement pursuant to its work and mission.

### **Vital Strategies and the Service Provider therefore agree as follows:**

1. **DURATION:** This agreement shall commence on the Effective Date and shall end on \_\_\_\_\_.
2. **CONTRACT MANAGER:** \_\_\_\_\_, an employee of Vital Strategies (“**Contract Manager**”), shall be the primary person responsible for ensuring Vital Strategies fulfillment of its obligations under this agreement and monitoring the Service Provider’s fulfillment of the terms of this agreement.
3. **SCOPE OF WORK:** The Service Provider will perform work commissioned by Vital Strategies (the “**Scope of Work**”) in accordance with the general description of the project in Annex A and detailed plan and description in Annex B.

Site of work: \_\_\_\_\_.

### **4. CONSIDERATIONS AND PAYMENTS:**

- 4.1 The total maximum amount of the agreement shall not exceed U.S. \$ \_\_\_\_\_.
- 4.2 All payments shall be made in accordance with the approved budget found in Annex D and according to the payment schedule found in Annex E.
- 4.3 **Right to Audit:** The Service Provider shall establish and maintain a reasonable accounting system that enables Vital Strategies to readily identify the Service Provider’s assets, expenses, costs of goods, and use of funds. Vital Strategies and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from records relating to this agreement kept by or under the control of the Service Provider. Such records shall be made available to Vital Strategies during normal business hours at the Service Provider’s office or place of business and subject to a five day written notice.

### **5. NOTICES AND COMMUNICATION:**

- 5.1 Where in this agreement any communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or sent by e-mail to the address or addresses noted in Section 5.2. All communications sent by mail must also include an email specifying that notice by mail has been sent. The address of either party may be changed by notice in the manner set out in this provision.



5.2 All notices and communications concerning this agreement shall be addressed to the respective contact people as follows:

For Agreement-related Communications:	
<b>For Vital Strategies:</b> Name: Daliah Heller Title: Director, Drug Use Initiatives Vital Strategies 100 Broadway, 4 <sup>th</sup> Floor New York, New York 10005 Email: DHeller@vitalstrategies.org	<b>For the Service Provider:</b> Name: Title: Company Name: Company Address: Email:
For Project-related Communications:	
<b>For Vital Strategies:</b> Name: Overdose Prevention Program Vital Strategies 100 Broadway, 4 <sup>th</sup> Floor New York, New York 10005 Email: overdose@vitalstrategies.org.	<b>For the Service Provider:</b> Name: Title: Company Name: Company Address: Email:

5.3 The Service Provider agrees to reasonable project-related communications by e-mail, phone or other means that are mutually agreeable to the parties and in accordance with the requirements found in Annex F.

## 6. SERVICES:

6.1 The Service Provider shall promptly inform Vital Strategies of any possible change from the Scope of Work or any cause which may render the Service Provider unable to perform its obligations under this agreement. Any change from the Scope of Work shall be subject to prior written approval by Vital Strategies.

6.2 Except as explicitly provided in this agreement, the Service Provider shall furnish and pay for all labor, materials, services, facilities, equipment, and computer resources (including the Service Provider's intellectual property rights) necessary to meet its obligations under this agreement.

## 7. DELIVERABLES:

7.1 **Related Documentation:** The Service Provider shall provide Vital Strategies with all related documentation that is customarily provided with the type of work described in the Scope of Work (that documentation, the "**Related Documentation**"). Related Documentation shall be accurate, current, complete, and sufficient to enable an individual reasonably skilled in the applicable subject matter to use and maintain the Related Documentation without reference to any other person or materials.

7.2 **Acceptance of Deliverables:** Vital Strategies shall review all deliverables under the Scope of Work as they are submitted (that review, the "**Acceptance Review**"). The Acceptance Review shall

determine if the deliverables meet all relevant criteria established in the Scope of Work and in Section 3 of this agreement (these criteria, the “**Acceptance Criteria**”). If the work does not meet the Acceptance Criteria, Vital Strategies shall notify the Service Provider of any nonconformity and may request that the Service Provider remedy the nonconformity within a timeframe agreed upon with the Contract Manager. Payment under this agreement shall be withheld until the Acceptance Criteria are met.

## **8. INTELLECTUAL PROPERTY:**

- 8.1** Vital Strategies is not transferring its intellectual property or any rights therein to the Service Provider or any of its collaborators or subcontractors.
- 8.2** Upon completion of all payments provided herein, all work described in the Scope of Work shall be the property of Vital Strategies freely and without encumbrance.
- 8.3** Notwithstanding this Section, the parties may agree in writing to authorized uses by the Service Provider of the work described in the Scope of Work and Annex B.

- 9. WARRANTIES AND REPRESENTATIONS:** The Service Provider warrants and represents that it has full right, power, legal capacity, and authority to enter into this agreement and to carry out all of its terms. The Service Provider further warrants and represents that the signatory is a duly authorized representative with full powers to sign this agreement on its behalf. The Service Provider will ensure all aspects of the work to be performed pursuant to this agreement will conform to professional standards reasonably expected for the work provided and meet all deadlines specified in this agreement.

## **10. LIABILITY AND INDEMNIFICATION:**

- 10.1** Vital Strategies, its officers, employees, and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Service Provider or of anyone else, occasioned by, or in any way attributable to the Service Provider under this agreement unless such injury, loss, or damage is caused by the negligence of an officer, employee, or agent of Vital Strategies acting within the scope of their employment.
- 10.2** The parties will mutually defend and forever hold each other and their officers, employees, and agents harmless against and from any and all third-party claims, lawsuits, judgments, and expenses arising out of any breach by the other party of any provision of this agreement or any misrepresentation made by the other party and its officers, employees, or agents. This paragraph shall survive the termination of this agreement.
- 10.3** SARS-CoV-2/COVID-19: The parties acknowledge that there are inherent risks due to the ongoing pandemic of COVID-19. The Service Provider assumes all COVID-19 related risks in completing the Scope of Work and shall hold harmless and indemnify Vital Strategies from any COVID-19 related claim arising out of the completion of the Scope of Work.

## **11. DEFAULT AND TERMINATION:**

- 11.1** This agreement may be terminated by either party at any time upon 30 days prior written notice of termination to the other party. If a party wishes to only terminate certain portions of this agreement or alter the Scope of Work, that must be done consistent with Section 20.

- 11.2** Upon termination and settlement of payment for work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants, or liabilities of whatsoever kind or nature in law or otherwise arising out of or in connection with this agreement.
- 11.3** If a party breaches this agreement, then the other party may terminate this agreement, at their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach seven days' notice in writing, specifying the breach. Notwithstanding, if a conflict of interest is discovered, Vital Strategies may immediately terminate this agreement consistent with Section 13.
- 11.4** If a party becomes insolvent or suspends its operations or files a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or makes an assignment for the benefit of creditors, then the other party may immediately terminate this agreement by giving written notice of termination to the other party or its receiver.
- 11.5** If this agreement is terminated by Vital Strategies pursuant to any of the paragraphs of this Section, the Service Provider is entitled to reimbursement for amounts expended or obligations duly incurred for a period no longer than 30 days following the date of termination that cannot be cancelled after the Service Provider has used its reasonable efforts to do so.
- 11.6** Upon termination of this agreement, Vital Strategies shall cease to have any obligation to make any payment to the Service Provider in respect of the costs incurred by the Service Provider after the date of termination. If applicable, the amount of any excess cost paid to the Service Provider shall be recognized as being a debt due to Vital Strategies.
- 12. NO AGENCY OR JOINT VENTURE:** The parties are independent, and this agreement shall not be construed to impose an agency relationship or joint venture between the parties.
- 13. CONFLICT OF INTEREST:** The Service Provider confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work under this agreement. The Service Provider shall notify Vital Strategies immediately upon discovery of a conflict of interest.
- 14. CONFIDENTIALITY:** The Service Provider shall treat as confidential, for this agreement period and thereafter, any non-public information to which the Service Provider becomes privy as a result of acting under this agreement (that information, the "**Confidential Information**"). The Service Provider shall not disclose any Confidential Information to any other person or party which is not participating in this agreement. The Service Provider shall keep the Confidential Information secure using reasonably accepted methods of security and protection based on the form of the information. This Section shall survive termination of this agreement.
- 15. NON-EXCLUSIVITY:** Vital Strategies and the Service Provider do not have an exclusive relationship. Vital Strategies shall be free to select other service providers to conduct work that is within the expertise of the Service Provider. The Service Provider also retains the ability to conduct work on behalf of other parties subject to the limitations set out in Section 18.
- 16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.
- 17. FORCE MAJEURE:**

- 17.1** If any party hereto is prevented or delayed from performing its obligations under this agreement as a result of an overwhelming event caused by forces of nature or acts of people which cannot be anticipated or controlled (such event or act, a “**Force Majeure**”), such prevention or delay shall not be considered as a breach of this agreement and that party shall be relieved from its obligations for the duration of such Force Majeure, provided however that there is a direct relation between such prevention or delay and the Force Majeure.
- 17.2** In the event of Force Majeure, the parties shall do their utmost to remedy the situation as quickly as possible. If the proper execution of the Scope of Work and this agreement is prevented or delayed due to Force Majeure beyond 30 days, either party shall be entitled to terminate this agreement with five days’ notice.
- 18. TOBACCO AFFILIATION:** The Service Provider, in the past five years, has not had any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler, or from any e-cigarette or vaping manufacturer or wholesaler (“**These Industries**”), or any parent, affiliate, subsidiary, organization, or foundation with majority support from These Industries, or any person, interest group, advocacy organization, or other business or organization (other than a law firm or accounting firm) that represents the interests of These Industries (collectively, “**These Affiliates**”). The Service Provider currently does not accept and shall not accept financial or other support from These Industries or These Affiliates until at least one year after the end of this agreement. Failure to comply with this clause may constitute grounds for termination of this agreement and Vital Strategies shall have the right to demand and receive a return of all funds under this agreement, plus interest, as liquidated damages, other provisions of this agreement notwithstanding.
- 19. HARASSMENT:** Vital Strategies does not tolerate harassment, sexual exploitation, or abuse of any kind by its workforce or those it works with. The Service Provider has an anti-harassment, preventing sexual exploitation and abuse, and child abuse protection policy in place or agrees to abide by the provisions of Vital Strategies’ aforementioned policies, which can be provided by the Contract Manager.
- 20. AMENDMENT, MODIFICATION, WAIVER:** This agreement may only be amended or supplemented by an agreement in writing signed by the parties. No waiver by any party of any of the provisions of this agreement shall be effective unless set forth in writing and signed by the party so waiving. No waiver shall operate or be construed as relieving the other party of any of its obligations under this agreement unless expressly stated. Not exercising a right under this agreement or only partially exercising a right under this agreement shall not be construed as a waiver of that right.
- 21. GOVERNING LAW, JURISDICTION, VENUE:** This agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue in the state and federal courts in the State of New York, New York City, for the purpose of any legal proceeding relating to or arising under this agreement. Prior to any legal proceeding, the parties agree to attempt amicable settlement of any dispute through a meeting between officers or other authorized representatives of each party.
- 22. COMPLIANCE:** The Service Provider will not enter into transactions with or provide any support to any individuals, entities, or groups subject to U.S. Treasury Office of Foreign Assets Control (“**OFAC**”) sanctions. The Service Provider will comply with the Foreign Corrupt Practices Act of 1977, as amended (“**FCPA**”) and all applicable international and local country anti-bribery and anti-corruption laws.

- 23. LOBBYING:** The Service Provider shall not engage in political campaigning or lobbying, as defined in Section 4911 of the U.S. Internal Revenue Code, under this agreement.
- 24. ETHICAL CONDUCT:** Vital Strategies is committed to conducting itself according to the highest standards of ethical conduct and seeks to avoid even the appearance of impropriety in its actions. The Service Provider is encouraged to report any concerns about Vital Strategies or any member of its staff to Vital Strategies through any mechanism covered in this agreement or by using the Vital Reporting Line accessible via [vitalstrategies.org](https://vitalstrategies.org).
- 25. PUBLICITY AND ANNOUNCEMENTS:** Each party agrees not to use the other party's name or other marks in any advertising or other form of publicity without the other party's prior written consent.



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New York, NY 10005, USA

+1 212 500 5720  
[vitalstrategies.org](http://vitalstrategies.org)

**Offices**  
New York | Paris | Singapore | Jinan | São Paulo

The parties are signing this agreement on the date set forth in the introductory clause.

\_\_\_\_\_  
Name:  
Title:

**VITAL STRATEGIES, INC.**

\_\_\_\_\_  
Name:  
Title: