

Request for Proposals from Independent Contractors

Purpose and Scope

Vital Strategies is looking for an independent contractor **to support project close-out work in Addis Ababa, Ethiopia, from April to July 2023.**

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, tobacco control, 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. We speak out, through press releases, publications, social media, and participation in convenings and conferences against the practices of tobacco and the sugary drinks industries. Vital Strategies 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.

Vital Strategies registered its office in Ethiopia in the summer of 2020. The Addis Ababa office opened in the midst of the pandemic and has provided a base for Resolve to Save Lives initiative's Prevent Epidemics team to work with Ethiopia and support COVID communication and health care worker training. Our other ongoing work includes support for healthier food policies, collecting and using data to inform public health policy decisions, and improving civil registration and vital statistics.

Objective/s

After a few years of project incubation, Resolve to Save Lives initiative is globally disembarking from Vital Strategies and, as part of this strategy, will soon register its own entity in Ethiopia. While a transition period between the two entities has already started and will end by June 30th 2023, many separation activities still need to be carried out and **we are now looking for a qualified independent contractor (IC) to support project close-out work.**

Project Overview

The IC will provide services in close connection with Vital Ethiopia Country Director and with Finance and Administration team available on the ground (2 people). The IC will perform its activities also with support from and alignment with Vital Strategies global operations, finance and HR teams.

The IC is expected to have finance and HR experience, strong project-management skills and an understanding of operational compliance. The IC will handle hands-on transition work such as described below:

Finance:

- Collect all open contracts/sub awards active with RTSL, ensure no payment is due after June 30; conduct vendors account reconciliation and clearance.
- Work with RTSL employees on their expense reimbursement requests /advance requests, ensuring all submission are received by Vital accounts payable by May 31st latest and that no payment is due after June 30.
- Handle all RTSL payment request (receive and check invoices, confirm budget codes, prepare letters of payment, and submit complete documents to Vital accounts payable).
- Work as focal point for all finance issues related to Resolve program.

Human Resources:

- Prepare the resignation of RSTL employees to be effective June 30th, including:
 - Ensure receipt of resignation letters for employees transitioning and cancel employment contracts.
 - Work with benefits carrier to cancel employee benefits effective July 1st and ensure any credit due to Vital is received.
 - Calculate vacation accruals, verify, and prepare report of payout days and amounts.
 - Create and provide experience certificates.
 - Close out social insurance accounts.
 - Other employee related separation activities.

Operations and IT:

- Support the mapping of RTSL assets and prepare any documentation needed for disposal (donation letter, selling, etc.)
- Work with RTSL employees on their travel and per diem requests, ensuring all submission are received by Vital operations by May 31st latest and that travel is not scheduled beyond June 30.

Expected deliverables and due dates are:

Deliverable/Milestones	Due Date	% due on meeting deliverable/milestone
Activities report 1, including report on: <ul style="list-style-type: none"> • Information session to RTSL employees • RTSL vendors balance 	April 30 th	15%
Activities report 2, including report on: <ul style="list-style-type: none"> • Assets management mapping • RTSL employees' leave balance and receipt of resignation letters • RTSL travel bookings 	May 31 st	15%
Activities report 3, including report on: <ul style="list-style-type: none"> • RTSL employees' benefits canceling RTSL employee's experience certificates • RTSL vendors account clearance 	June 30 th	30%
Final report	July 30 th	40%

Instructions for Respondents

1. **Contact Person.** Independent contractors shall refer any questions, and submit their proposals via email to **Faiza Mohammed** at fmohammed@vitalstrategies.org
2. **Due Date.** Proposals must be submitted in PDF format **by March 29th, 2023, 5.00 PM EAT.**
3. **Proposal Submission.** Proposals shall include respondent information (Annex A), answers to all questions (Annex B) together with all relevant and any supporting documentation required. It should be emailed in PDF format **by 5.00 PM EAT on March 29th, 2023.** to **Faiza Mohammed**, fmohammed@vitalstrategies.org, with **Project close-out consultant in Ethiopia** in the subject line.
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.
5. **Payment Currency:** Note that contracts are executed and paid in the currency of the country where the consultant is based and that payments are tied to deliverables.



Annex A

Vital Strategies and Respondent Contact Information

VITAL STRATEGIES Contact Information	
Company Name	Vital Strategies
Company Address	100 Broadway, 4 th Floor, New York, NY 10005
Company Website	www.vitalstrategies.org
Contract Manager	Daniel Chekol
Contract Manager Email Address	dchekol@vitalstrategies.org
RESPONDENT Information	
Respondent/ Company Name	
Respondent/ Company Address	
Respondent Address/Company Website & Address	
Primary Contact	
Primary Contact Email	
Authorized Signatory Name	
Authorized Signatory Title	
Existing Contract Information	
Current Contract with Vital Strategies?	Yes / No
If Yes, Name of Vital Strategies Contract Manager	
Implementation Timeline of Existing Contract	

Annex B

A. Proposed Services and Delivery

1. Please provide a short services proposal (max 1,000 words) including answer to the questions below:
 1. How does your experience contribute to this work?
 2. How do you plan for the work as outlined above?
 3. What quality control measures will you implement?
2. Please provide your CV.

B. Quotation

1. Provide a quote for the total service cost, detailing service fees, miscellaneous costs and taxes.

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C. Financial and Due Diligence

1. Complete our Contract Partner Information Form: www.vitalstrategies.org/compliance . List the contract manager as the point of contact at Vital Strategies on the contract partner information form.

Annex C

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is dated as of [REDACTED] (“**Effective Date**”) between Vital Strategies (“**Vital Strategies**”) a not-for-profit corporation registered in Ethiopia with business address at Bole2/2018/9/132100/9295/04, Noah Plaza, Bole Airport Road. Bole Sub City, Woreda 02, Addis Ababa Ethiopia, 18357, which is a branch office of Vital Strategies, Inc., 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 and [REDACTED] (the “**Independent Contractor**”) whose address is [REDACTED]. Vital Strategies is engaging the Independent Contractor to provide the services set forth in this agreement pursuant to its work and mission.

Vital Strategies and the Independent Contractor therefore agree as follows:

1. **DURATION:** This agreement shall commence on the Effective Date and shall end on [REDACTED]. This agreement does not ensure or obligate either party to renew the agreement for any additional period.
2. **CONTRACT MANAGER:** [REDACTED], 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 Independent Contractor’s fulfillment of the terms of this agreement.
3. **SCOPE OF WORK:** The Independent Contractor will perform work commissioned by Vital Strategies (the “**Scope of Work**”) in accordance with the detailed plan and description in Annex A. The Independent Contractor has the discretion to determine the means and methods by which the Scope of Work will be performed, subject to any limitations set out in this agreement.

Site of work:

4. CONSIDERATIONS AND PAYMENTS:

4.1 In consideration for the work to be performed by the Independent Contractor in fulfillment of the obligations described in Section 3 and Annex A, Vital Strategies shall pay the Independent Contractor:

Accomplished Deliverable	Payment Amount
Signature of contract and request for payment	Br
Completion of deliverables in Section 3 and Annex A	Br

- 4.2 The total maximum amount of the agreement shall not exceed Br [REDACTED] (the total of all payments listed above).
- 4.3 No payment shall be made without delivery of a signed invoice and approval by the Contract Manager. Invoices should include a description of the deliverables completed during the pay period.
- 4.4 Any gain or loss related to exchange rate fluctuation shall be borne by the Independent Contractor. Unless otherwise agreed to in writing, each party shall be responsible for paying their own banking fees and expenses as relating to the transfer and receipt of the funds agreed to under this agreement.
- 4.5 Reasonable estimated expenses related to the performance of this agreement must be included in Annex B to be eligible for reimbursement by Vital Strategies. All other work fees and expenses, including those for travel and assignments, shall be borne by the Independent Contractor, unless otherwise agreed and listed in Annex B. Vital Strategies will not reimburse alcohol related expenditures.
- 4.6 Vital Strategies shall not be liable for any other compensation, benefit, or entitlement for the provision of the Scope of Work apart from the payments and reimbursements set forth in this Section 4.

4.7 Right to Audit: The Independent Contractor shall establish and maintain a reasonable record or accounting that enables Vital Strategies to readily identify the Independent Contractor’s assets, expenses, costs of goods, and use of funds related to this agreement. 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 Independent Contractor. Such records shall be made available to Vital Strategies subject to a five-day written notice.

5. TRAVEL AND PERSONAL SAFETY: The Independent Contractor acknowledges that any travel it undertakes in connection with this agreement is at its own risk.

6. INSURANCE: The Independent Contractor’s actions shall not be covered under Vital Strategies’ insurance policies. The Independent Contractor is strongly encouraged to maintain appropriate and adequate insurance to cover the activities to be performed under this agreement with responsible and reputable insurance companies, in such amounts and covering such risks, as is usually carried by companies and individuals engaged in similar activities contracted to under this agreement. However, if the (i) Independent Contractor is based in the United States and (ii) the total value of this agreement is \$100,000.00 USD or higher, the Independent Contractor shall be required to maintain professional liability insurance for the duration of the agreement and provide Vital Strategies with documentation of such insurance.

7. NOTICES AND COMMUNICATION:

7.1 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 7.2. 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.

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

<p>For Vital Strategies: Name: Title: Vital Strategies Bole2/2018/9/132100/9295/04, Noah Plaza, Bole Airport Road. Bole Sub City, Woreda 02, Addis Ababa Ethiopia, 18357 Email:</p>	<p>For the Independent Contractor: Name: Title: Independent Contractor’s Name: Independent Contractor’s Address: Email:</p>
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8. SERVICES:

8.1 The Independent Contractor shall promptly inform Vital Strategies of any possible change from the Scope of Work or any cause which may render the Independent Contractor 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.

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

9. DELIVERABLES:

9.1 Related Documentation: The Independent Contractor 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.

9.2 Acceptance of Deliverables: The Independent Contractor shall complete the deliverables in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession. Vital Strategies shall review all deliverables under the Scope of Work as they are submitted. If the deliverables are unacceptable to Vital Strategies, Vital Strategies shall notify the Independent Contractor of any issues with the deliverables and may request that the Independent Contractor remedy the issues within a timeframe agreed upon with the Contract Manager. Payment under this agreement may be withheld until the issues are remedied.

10. RETURN OF MATERIALS: Upon expiration or termination of this agreement, the Independent Contractor shall cease to represent themselves as a Vital Strategies provider. If applicable, the Independent Contractor shall return to Vital Strategies all equipment, documents, files, and other materials which may have been delivered to the Independent Contractor or which the Independent Contractor may have created for the purposes of this agreement.

11. INTELLECTUAL PROPERTY:

11.1 Vital Strategies is not transferring its intellectual property or any rights therein to the Independent Contractor or any of its collaborators or subcontractors.

11.2 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.

12. WARRANTIES AND REPRESENTATIONS: The Independent Contractor, including the signatory below, 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 Independent Contractor 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.

13. LIABILITY AND INDEMNIFICATION:

13.1 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 Independent Contractor or of anyone else, occasioned by, or in any way attributable to the Independent Contractor 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.

13.2 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.

13.3 The Independent Contractor shall be fully responsible for and indemnify Vital Strategies against any liability, assessment, or claim for:

- i. taxation made against Vital Strategies arising from or made in connection with the performance of the Scope of Work, where such recovery is not prohibited by law;
- ii. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Independent Contractor or any substitute against Vital Strategies arising out of or in connection with the provision of the Scope of Work; and
- iii. any liability incurred as a result of the Independent Contractor's failure to comply with any of the obligations set out in Section 13.

13.4 Vital Strategies may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Independent Contractor, where such recovery is not prohibited by law.

13.5 SARS-CoV-2/COVID-19: The parties acknowledge that there are inherent risks due to the ongoing pandemic of COVID-19. The Independent Contractor 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.

14. DEFAULT AND TERMINATION:

14.1 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 22.

14.2 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.

14.3 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 16.

14.4 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.

14.5 Upon termination of this agreement, the Independent Contractor shall be paid for all work completed through the date of termination in accordance with this agreement, including reasonable and documented non-cancelable commitments, for no longer than 30 days following the date of termination. The Independent Contractor shall refund to Vital Strategies any prepaid amounts for deliverables that remain uncompleted or funds not dispersed prior to the date of termination, after which, Vital Strategies shall cease to have any obligation to make any payment to the Independent Contractor in respect of the costs incurred by the Independent Contractor after the date of termination. Any debt due to Vital Strategies shall be transferred by the Independent Contractor within 30 days of the termination date unless otherwise agreed to in writing.

15. 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.

16. CONFLICT OF INTEREST: The Independent Contractor confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work under this agreement. The Independent Contractor shall notify Vital Strategies immediately upon discovery of a conflict of interest.

17. CONFIDENTIALITY: Both parties shall treat as confidential, for this agreement period and thereafter, any non-public information to which either party becomes privy to as a result of acting under this agreement (that information, the "**Confidential Information**"). The parties shall not disclose any Confidential Information to any other person or party which is not participating in this agreement. The parties 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.

18. NON-EXCLUSIVITY: Vital Strategies and the Independent Contractor do not have an exclusive relationship. Vital Strategies shall be free to select other Independent Contractors to conduct work that is within the expertise of the Independent Contractor. The Independent Contractor also retains the ability to conduct work on behalf of other parties subject to the limitations set out in Section 20.

19. FORCE MAJEURE:

19.1 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.

19.2 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.

20. TOBACCO AFFILIATION: The Independent Contractor, 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 Independent Contractor 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.

21. HARASSMENT: Vital Strategies does not tolerate harassment, sexual exploitation, or abuse of any kind by its workforce or those it works with. The Independent Contractor 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.

22. 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.

23. 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.

24. COMPLIANCE: The Independent Contractor 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 Independent Contractor 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.

25. LOBBYING: The Independent Contractor shall not engage in political campaigning or lobbying, as defined in Section 4911 of the U.S. Internal Revenue Code, under this agreement.

26. 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 Independent Contractor 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.

27. 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.

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

[Independent Consultant]

Name:
Title:

VITAL STRATEGIES, INC.

Name:
Title: