



Request for Proposal

Diversity, Equity, Inclusion & Belonging Consultant

Proposal Due Date:

**5.00PM EST
December 2, 2022**



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1. Purpose and Scope of this Request for Proposal (RFP)

As a global public health organization, Vital Strategies strives to foster health equity for all; as well as have a culture that is fully inclusive and equitable. Our organization seeks an experienced Diversity, Equity, Inclusion and Belonging consultant with a change management background. The consultant should have experience working in a global multi stakeholder environment. The scope of work will focus on advancing the development, execution and measurement of Vital's DEI&B strategy by evaluating and advising on existing DEI&B strategy and priorities, and leading multiple project implementations. This consultancy is anticipated to end August 31, 2023; the expected level of commitment is 8 –12 days per month.

2. Vital Strategies Organizational Background

Vital Strategies is a global health organization that believes every person should be protected by equitable and effective public health systems. We partner with governments, communities, and organizations to reimagine public health, and the result is millions of people living longer, healthier lives. Our team of experts work in 73 countries with offices in New York City, São Paulo, Jinan, Addis Ababa, Paris, New Delhi and Singapore to help strengthen public health systems, protect lives and take on preventable diseases, all across the world.

We partner with governments, communities, and organizations to advance public health. Our team of scientists, researchers, communicators, and advocates work together with our partners toward cleaner air, healthier food, safer roads, science-led policies, and preventing disease and illness. Our goal is to build a future where health is produced and protected for everyone and by everyone across all facets of our lives, in our families, communities and countries.

3. Project Overview

Vital Strategies has been on the journey to change its practices and culture for two years. New staff have joined the organization as we have added new programs, revised our strategic plan and adopted new values that reflect staff contributions and motivations. In 2020, we established a task force, which serves as an advisory body to the organization and as a conduit between staff and the DEI Committee, which includes organizational leadership and oversees the implementation of organizational DEI&B priorities.

The consultant will be tasked with establishing a new baseline for Vital Strategies that represents global staff, departmental and organizational DEI&B priorities. In addition, The DEI Committee has identified several key priorities for 2022-2023 and assigned workgroups to oversee their implementation. We require support from a consultant who will project manage and coordinate the implementation of our priorities, in collaboration with the relevant workgroups.

4. RFP Objective/s

Vital Strategies is seeking proposals from experienced professionals to provide DEI&B guidance, project implementation and management, resources, and training. Working with various work groups and the organization's Vital Strategies DEI Committee comprised of members of leadership and global staff representatives.



Specific deliverables include:

- Evaluate progress on current initiatives: provide a set of recommendations on additional opportunities to strengthen our work in diversity, equity, inclusion and belonging.
- DEI&B Framework: review existing draft document, recommend enhancements to the framework and methods for embedding this in our decision-making processes.
- Training: recommend and implement training for current and future staff that reinforces a foundational understanding of DEI&B.
- Code of Conduct: collaborate with workgroup to develop and execute a global roll-out plan bringing our new Code of Conduct to life within the organization
- Metrics: partner with HR, Operations, and programs to define meaningful DEI&B metrics for the organization and devise a process for regularly communicating progress

5. Instructions for RFP Respondents

1. **Contact Person.** Consultants shall submit their proposal, responses to questions, and any other inquiries to the **Contract Manager: Marie McNamee** at hr@vitalstrategies.org with **Subject Line: DEI&B RFP**
2. **Due Date.** Proposals must be submitted in PDF format to Marie McNamee by **December 2, 2022 5.00 PM EST.**
3. **Proposal Submission.** Proposals shall include answers to all RFP questions (Attachment A), and be emailed in PDF format, together with all relevant and any supporting documentation, to the Contract Manager.

4. **RFP Timeline.**

TASK	DEADLINE DATE
Deadline for Submission of Proposals, 5.00PM EST on	December 2, 2022
Evaluation of Proposals by internal review group by:	December 7, 2022
Selection of Respondents to be interviewed by the group:	December 8, 2022
Interviews for Respondents to take place by	December 16, 2022
Final interview/discussion with successful Respondent by:	December 20, 2022
Notify all unsuccessful Respondents by:	December 31, 2022

5. **Selection Criteria.** The Consultant’s responses shall be evaluated by a committee of three Vital Strategies staff members. Selection criteria shall include:
 - The background and experience of the Consultant in working with international organizations, non-profits, and the quality of services performed.
 - The Consultant’s ability, capacity and skill to fully and satisfactorily provide the services required in this RFP and responsiveness to questions.



6. **Rejection of Proposals.** Vital Strategies reserves the right to accept or reject any or all proposals and to accept the proposal deemed to be in the best interest of Vital Strategies and is not bound to accept the lowest price bid submitted.
7. **Complete Proposal.** Incomplete proposals are subject to rejection.
8. **Negotiation.** Vital Strategies reserves the right to negotiate fees and/or benefits to Vital Strategies with the selected Consultant.
9. **Final Contract.** This RFP, together with any documents required, shall be included in the final contract.
10. **Costs.** All costs related to the preparation and submission of this RFP shall be borne by the Consultant. Under no circumstances shall Vital Strategies be liable for any costs.
11. **Confidentiality.** The contents of this Request for Proposal (RFP) as well as any subsequent communication between Vital Strategies and the Consultant are to be treated as confidential and are not to be distributed or shared without prior written authorization from Vital Strategies' authorized representative.
12. **Proposal Validity.** The Consultant's submitted proposal must be valid for acceptance by Vital Strategies for a period of 90 days from the due date set for RFP receipt.
13. Vital Strategies intends to adhere to the timetable in section 4, which should result in a selection of a Consultant by December 20, 2022.
14. **Payment terms:** Monthly payment based on submission of an approved invoice. Payment will be made within 30 days. Contracts will be executed in the currency of the country where consultant is based.



6. 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	Marie McNamee
Contract Manager Email Address	hr@vitalstrategies.org
RESPONDENT Company Information	
Company Name (if applicable)	
Company Address	
Company Website	
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	



7. Attachment A

Please clearly reference the question section and number (A1, A2, etc.) in your response.

A. Company/ Independent Consultant Profile

1. Do you have experience servicing international non-profit organizations? If so, provide examples.
2. Please provide a background and history of your DEI&B work
3. Please provide a minimum of 2 client references.

B. Proposed Services and Delivery

1. Describe the work you have done for other clients in support of their DEI&B initiatives; in particular, any services similar to the ones Vital is requesting.
2. If any, list additional services you provide which you consider may benefit this project.
3. Provide a copy of your standard service contract, if applicable.
4. Review our standard terms in **Attachment B** and indicate your company's ability to accept those terms. If there are terms you cannot agree with, please indicate.



8. ATTACHMENT B

SERVICE PROVIDER AGREEMENT

*Review our standard terms in this **Attachment B** and indicate your ability to accept those terms. If there are terms you cannot agree with, please indicate*

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, 4th 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 _____. This agreement does not ensure or obligate either party to renew the agreement for any additional period.
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 detailed plan and description in Annex A. The Service Provider 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 Service Provider in fulfillment of the obligations described in Section 3 and Annex A, Vital Strategies shall pay the Service Provider:

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

4.2 The total maximum amount of the agreement shall not exceed U.S. \$ _____ (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 Service Provider. 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 Service Provider, 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 Service Provider shall establish and maintain a reasonable record or accounting that enables Vital Strategies to readily identify the Service Provider'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 Service Provider. Such records shall be made available to Vital Strategies subject to a five-day written notice.
- 5. TRAVEL AND PERSONAL SAFETY:** The Service Provider acknowledges that any travel it undertakes in connection with this agreement is at its own risk.
- 6. INSURANCE:** The Service Provider's actions shall not be covered under Vital Strategies' insurance policies. The Service Provider 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) Service Provider is based in the United States and (ii) the total value of this agreement is \$100,000.00 USD or higher, the Service Provider 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:



For Vital Strategies:	For the Service Provider:
Name:	Name:
Title:	Title:
Vital Strategies	Service Provider's Name:
100 Broadway, 4 th Floor	Service Provider's Address:
New York, New York 10005	
Email:	Email:

8. SERVICES:

8.1 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.

8.2 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.

9. DELIVERABLES:

9.1 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.

9.2 Acceptance of Deliverables: The Service Provider 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 Service Provider of any issues with the deliverables and may request that the Service Provider 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 Service Provider shall cease to represent itself as a Vital Strategies provider. If applicable, the Service Provider shall return to Vital Strategies all equipment, documents, files, and other materials which may have been delivered to the Service Provider or which the Service Provider 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 Service Provider 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 Service Provider, 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 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.

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 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.

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 Service Provider 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 Service Provider 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 Service Provider'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 Service Provider, 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 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.

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 Service Provider 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 Service Provider 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 Service Provider in respect of the costs incurred by the Service Provider after the date of termination. Any debt due to Vital Strategies shall be transferred by the Service Provider 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 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.
- 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 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 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 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.

21. 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.

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 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.

- 25. 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.

- 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 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.

- 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.

Data Protection Clause: All personal data collected in connection with this agreement shall be processed and safe guarded in accordance with any and all applicable data protection and privacy regulations, including, but not limited to, the EU General Data Protection Regulation. Upon Vital Strategies’ request, the [Contracting Party] shall execute a separate data privacy agreement