

2026 Success Measures Request for Proposal RFP-26-0029

Contractor Information

Proposal Point of Contact *(all fields in this section with * are REQUIRED)*

First Name *

Last Name *

Job Title *

POC Email Address *

Phone Number *

Company Name or Legal Name to include DBA, if applicable *(as listed on IRS Form W-9)* *

Street Address *

Apt/Suite/Office or N/A *

City *

State *

Zip *

Fax Number (if applicable)

GSA # (if applicable)

UEI # (from SAM.gov)

Primary NAICS Code (See website for details: North American Industry Classification System (NAICS) U.S. Census Bureau)

Secondary NAICS Code

Contract Signatory (if different than above)

Contract Signatory title

Contract Signatory Email

Proposal Requirements

1. Print, sign and upload **page 1** of the RFP Solicitation.

File size is limited to *10 MB*. File types accepted are *png, gif, jpg, jpeg, doc, docx, pdf*. *

Browse...

I. Cover Letter

Please upload a 1-3 page Cover Letter. The cover letter must identify:

Point of contact: Contact person by name, title, address, e-mail, and phone number.

The letter should briefly describe your qualifications, the primary technical Categories of Work from the Scope of Services for which the consultant is submitting and why you or your firm is a good match for the project.

File size is limited to *10 MB*. File types accepted are *png, gif, jpg, jpeg, doc, docx, pdf*. *

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II. RESUME(S)

Please upload resume(s) for all key personnel for each Category of Work you are proposing. ***A minimum one (1) resume required; a maximum of five (5) resumes allowed for other key personnel.*** Please limit each resume to two (2) pages.

Resume should cover consultant's background information including complete contact information as well as the following as appropriate:

- Length of time/years the consultant has been providing one or more of the Categories of Work 1-5 (mentioned in the Scope of Services)
- Examples of the larger customers served by the consultant, including project scope and schedule and whether the products and services were delivered on time and within budget. Include names of key customers/clients.
- Professional/Academic Degrees and certifications
- Fluency in additional languages-spoken and/or translation
- Applicable professional certifications, awards, honors and/or other recognition
- Volunteer work, community activities
- Professional associations/publications

File size is limited to 10 MB. File types accepted are png, gif, jpg, jpeg, doc, docx, pdf *

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III. YEARS OF EXPERIENCE

Please indicate your level of experience for each Category of Work requested in this RFP. Please see the **Scope of Services** for more details on what each Category of Work entails. *

	1 - 5 Years	6 - 9 Years	10 - 14 Years	15+ Years	N/A (Category not applied for)
1. Evaluation & Learning Partners	☐	☐	☐	☐	☐
2. Program Coordination/Management & Administrative/Technical Support Services	☐	☐	☐	☐	☐
3. Writing, Editorial and Communications Services	☐	☐	☐	☐	☐
4. Information & Graphic Design Services	☐	☐	☐	☐	☐
5. Information Technology Services	☐	☐	☐	☐	☐

Have you worked with Success Measures at NeighborWorks America in the past? *

- ☐ Yes
- ☐ No

IV. TECHNICAL PROPOSAL

1. Evaluation Services

Much of Success Measures' work involves providing technical assistance to support single organizations and cohorts of organizations through all phases of evaluation, from planning to analysis to using and

communicating results. For some clients, the Success Measures team carries out these evaluation activities for the organization on a consulting basis. While most of our work focuses on primary data, some projects also require secondary data partners. Tasks associated with this area include:

- a. Providing evaluation technical assistance services to organizations (local, regional, national) as they carry out evaluations
 - Supporting data collection, including by phone, mail, email, in person on paper, or electronically
- b. Developing data collection instruments:
 - The Success Measures data collection tools are community-centered and outcome-focused. Formats include surveys, observations, interviews and focus group guides
- c. Conducting and managing participatory evaluation processes, including planning, stakeholder engagement, data collection, analysis, and reporting
- d. Researching and analyzing secondary data, expertise in quantitative data analysis
- e. Communicating results and findings in a variety of ways to a variety of different audiences, including data visualization, infographics, animations, video, etc.

Are you applying for this CATEGORY OF WORK?

If 'Yes,' please answer the questions below. If 'No,' move on to the next Section. *

☐ Yes

☐ No

In our practice, we build teams that bring people together with different skill sets. No one has it all! We recognize that evaluators and facilitators may use different tools, methods, and traditions of practice. Below we have outlined areas of practice commonly encountered in our work. Using the scale below, please assess your experience level based on the degree to which you have independently applied these skills in professional or community settings. Please mark N/A if this is not a skill set you intend to employ when working with us.

- Beginner: basic understanding or use of the tool/system; can work relatively independently with some simple instructions; approx 1-3 yrs education or experience.
- Intermediate: competent; can work relatively independently with some simple instructions; 3-6 yrs education or experience
- Advanced: strong proficiency; can handle complex tasks independently; can train others on the skill set; 6+ yrs education or experience
- N/A: This is not a skill set you intend to employ when working with us

*

	Beginner	Intermediate	Advanced	N/a
Participatory evaluation	☐	☐	☐	☐
Qualitative analysis	☐	☐	☐	☐
Mixed-methods analysis	☐	☐	☐	☐
Storytelling or narrative analysis	☐	☐	☐	☐
Communications & storytelling	☐	☐	☐	☐
Survey design	☐	☐	☐	☐
Interview/group facilitation	☐	☐	☐	☐
Data visualization	☐	☐	☐	☐

Dashboard development	☐	☐	☐	☐
Mapping & spatial analysis	☐	☐	☐	☐

2. Please mark tools that you have proficiency in.

- Intermediate: competent; experience doing simple analyses
- Advanced: strong proficiency; can handle complex analyses/projects across various contexts *

	Intermediate	Advanced	N/a
NVivo	☐	☐	☐
Qualtrics	☐	☐	☐
SurveyMonkey	☐	☐	☐
Tableau	☐	☐	☐
Canva or Adobe Creative Suite	☐	☐	☐
GIS platforms	☐	☐	☐
Statistical software (R, SPSS, Stata, etc.)	☐	☐	☐

3. Please provide an example demonstrating your experience with participatory evaluation practices. In your response, please include:

- Your role
- How decisions were shared
- What changed because of community leadership
- Key lessons learned

Please limit the response to 250 words total. Bulleted phrases are welcomed.

*



4. Please describe one example of a project involving technical assistance, coaching, and/or learning support. Please limit the response to 250 words or less. Bulleted phrases are welcomed. *



5. Consider the following scenario. A funder requests rapid data collection, but residents and partners want more time to shape the questions being asked. How would you navigate this tension while maintaining trust and project momentum? Provide a relevant example if possible. Please limit response to 250 words or less. Bulleted phrases are welcomed.

*



6. Consider the following scenario. A nonprofit partner has limited staffing capacity and residents are skeptical of data collection because previous engagement efforts did not lead to visible action. How would you adapt your proposed approach? Please limit response to 250 words or less. Bulleted phrases are welcomed. *



7. Please provide one example demonstrating your experience with research, analysis, visualization, and/or communication of findings. Please include:

- Project purpose
- Methods used
- Intended audience(s)
- How findings were communicated
- How community members informed interpretation or dissemination
- Constraints, challenges, or what you would improve

Please limit the response to 250 words total. Bulleted phrases are welcomed.

*



8. Please briefly highlight your experience related to:

- Work in geographic regions including DC, Michigan, Minnesota, East Coast communities, Tribal communities, or comparable regional contexts.
- Content knowledge in public health, affordable housing, shared equity housing, community land trusts, CDFIs, or comprehensive community development.
- Experience working with philanthropy, intermediaries, nonprofits, Indigenous organizations or tribal governments and learning networks.
- Work with diverse populations and culturally specific communities (Native and Indigenous communities, immigrant or refugee communities, Hispanic/Latine communities, Black communities, rural communities, or communities experiencing disinvestment).

Please limit the response to 400 words or less.

*



9. Excluding English, please list any additional language proficiencies. For each language indicate your proficiency level (limited working proficiency, professional/working proficiency, or native speaker) *



10. Please provide TWO work samples for this Category of Work. These may be products or deliverables (reports, briefs, presentations, dashboards, case studies, facilitation materials, or similar materials). If products or deliverables are less applicable, you may also share materials that demonstrate your process and the tools used to do your work in the relevant Category of Work.

File size is limited to 50 MB. Accepted file types are PNG, GIF, JPG, JPEG, DOC, DOCX, and PDF.

Name each work sample using the following naming convention, then upload it by clicking the upload button. Please refer to the Scope of Services when naming the Category of Work (for example, Evaluation & Learning, Program Coordination, or Information & Graphic Design).

Last NAME (or Firm Name)_Category of Work_Work Sample Number

Example: Smith_Evaluation & Learning_Sample #1

An applicant named Jane Smith who is applying for Evaluation & Learning Services would name a related work sample: Smith_Evaluation & Learning_Sample #1.

If your work sample includes active web links, please test the links to ensure they are working.

*

Browse...

11. Work Sample 1: For the first work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

Please limit the response to 400 words or less. *

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12. Work Sample 2: For the second work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

Please limit the response to 400 words or less. *

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2. Program Coordination /Management & Administrative /Technical Support Services

Success Measures engages consultants for a range of programs or projects, and administrative, roles to support our clients and our team.

- Project management and coordination
- Provide administrative and remote client support, including logistics, planning, data collection, data entry, etc., including:
 - Electronic data collection, entry, tracking and management
 - Entering survey instruments
 - Entering responses
 - Data entry, reporting, CRM and database clean-up in Salesforce

Are you applying for this CATEGORY OF WORK?

If 'Yes,' please answer the questions below. If 'No,' move on to the next Section. *

☐ Yes

☐ No

13. Please provide one example demonstrating your experience providing project coordination, administrative, data management or technical support services. Please include:

- Your role
- The nature and scope of the work
- Tools, systems, or platforms used
- Your primary responsibilities
- The outcome or result

Please limit the response to 400 words total.

*



14. Problem-Solving – please consider the following scenario:

A project requires collecting information from multiple partners on a tight timeline. Several partners are late, the information received is inconsistent, and the project team needs an accurate dataset for an upcoming deliverable. How would you approach this situation while maintaining relationships, accuracy, and project momentum?

Please limit the response to 250 words. *



15. Please describe your experience maintaining data accuracy, documentation, confidentiality, and quality control when working with spreadsheets, databases, CRMs, survey platforms or other information systems.

Please limit the response to 200 words.

*

16. Describe how you typically communicate with clients and project teams regarding progress, changing priorities, challenges, potential delays and completed work.

Please limit the response to 150 words.

*

17. Please provide TWO work samples for this Category of Work. These may be products or deliverables (reports, briefs, presentations, dashboards, case studies, facilitation materials, or similar materials). If products or deliverables are less applicable, you may also share materials that demonstrate your process and the tools used to do your work in the relevant Category of Work.

File size is limited to 50 MB. Accepted file types are PNG, GIF, JPG, JPEG, DOC, DOCX, and PDF.

Name each work sample using the following naming convention, then upload it by clicking the upload button. Please refer to the Scope of Services when naming the Category of Work (for example, Evaluation & Learning, Program Coordination, or Information & Graphic Design).

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If your work sample includes active web links, please test the links to ensure they are working. *

Browse...

18. Work Sample 1: For the first work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

Please limit the response to 400 words or less.

*



19. Work Sample 2: For the second work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

Please limit the response to 400 words or less.

*



3. Writing, Editorial and Communication Services

Success Measures engages consultants for a range of writing, editorial, communications and editorial production management services, for both the team's own promotional or informational efforts and for client services. Consultant services may include management and quality control of these projects, general editorial, copy editing, or proofreading responsibilities, as well as editorial integration into production of materials. Engagements may include larger projects delivered on planned timelines as well as "on call" editorial support for smaller projects.

- a. Evaluation and community development-related content and topics: reports, briefs/memos, articles
- b. Marketing, business development, proposals, and thought leadership pieces; e-newsletters, social media, web content, blogs, press releases, marketing collateral, branding strategy
- c. Audience development strategy to grow awareness and engagement of current and prospective Success Measures clients
- d. Technical and instructional guides or content
- e. Strategic communications planning and implementation

Are you applying for this CATEGORY OF WORK?

If 'Yes,' please provide a narrative response. If 'No,' move on to the next Section.

*

- ☐ Yes
- ☐ No

20. Please provide one example demonstrating your experience translating complex information into clear, compelling, and accessible written content. Please include:

- Project purpose
- Your role
- Intended audience
- Type of content produced
- Key challenges or constraints
- Outcome or result

Please limit the response to 400 words total.

*



21. Success Measures works with audiences that may include community members, nonprofit practitioners, philanthropic organizations, intermediaries and other professional audiences. Please describe how you adapt writing style, content, tone and level of detail for different audiences.

Please limit the response to 200 words.

*



22. Describe a time when you substantially revised, challenged, or redirected content provided by a client or subject-matter expert. How did you determine what needed to change, and how did you navigate the relationship?

Please limit the response to 200 words.

*



23. Consider the following scenario: You received a technically strong but lengthy and jargon-heavy report that you need to edit shortly before publication. The intended audience includes both technical practitioners and community stakeholders. How would you approach turning the material into a clear, accessible final report while maintaining accuracy and fidelity to the original content? What would you do to mitigate or avoid this situation?

Please limit the response to 250 words.

*

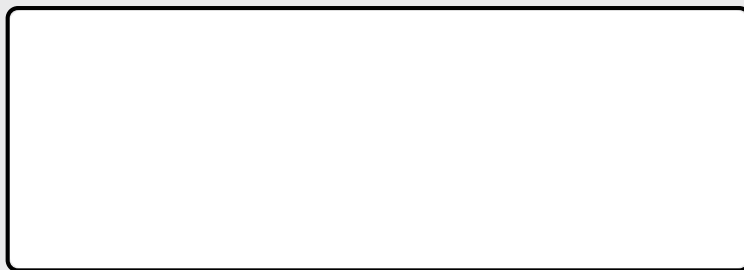


24. If you are applying for strategic communications services, please provide an example of an engagement in which you developed or implemented a communications strategy rather than simply producing communications materials. Please describe the objective, your approach and how you assessed effectiveness.

Please limit the response to 250 words.

If strategic communications is not an area of service you intend to provide, please mark N/A.

*



25. Please identify the types of writing, editorial or communications work for which you are best positioned to support Success Measures and identify any areas that are outside your core expertise.

Please limit the response to 150 words.

*



26. Please provide TWO work samples for this Category of Work. These may be products or deliverables (reports, briefs, presentations, dashboards, case studies, facilitation materials, or similar materials). If products or deliverables are less applicable, you may also share materials that demonstrate your process and the tools used to do your work in the relevant Category of Work.

File size is limited to 50 MB. Accepted file types are PNG, GIF, JPG, JPEG, DOC, DOCX, and PDF.

Name each work sample using the following naming convention, then upload it by clicking the upload button. Please refer to the Scope of Services when naming the Category of Work (for example, Evaluation & Learning, Program Coordination, or Information & Graphic Design).

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If your work sample includes active web links, please test the links to ensure they are working.

*

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27. Work Sample 1: For the first work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

Please limit the response to 400 words or less.

*



28. Work Sample 2: For the second work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

*



4. Information & Graphic Design Services

Success Measures works with graphic and information designers to produce visual materials or communications and marketing collateral for our own team and for client reports and publication products for public dissemination. Many of these include data visualization. Consultant services may include overall production management, quality control or liaison with clients.

- Reports, publications
- PowerPoint or other presentations
- Taking narrative information and developing visuals and graphics to communicate to a variety of audiences, for example: Theories of Change, Outcome and Measurement Frameworks, etc.
- Success Measures' marketing and promotional pieces (print and electronic), such as one-pagers or brochures
- Visual digital content (e.g., graphic design and artwork) to represent ideas related to participatory evaluation, community development and other similar concepts

Are you applying for this CATEGORY OF WORK?

If 'Yes,' please provide a narrative response. If 'No,' move on to the next Section.

*

☐ Yes

☐ No

29. Please provide one example demonstrating your experience translating complex information, data, concepts, or narratives into an effective visual product. Please include:

- Project purpose
- Your role
- Intended audience
- Type of content produced
- Key challenges or constraints
- Outcome or result

Please limit the response to 400 words total.



30. Describe how you determine what information should be emphasized, simplified, visualized, organized or removed when designing a report, presentation, infographic, framework or other communication product.

Please limit the response to 200 words.

*



31. Describe how you approach designing materials for audiences with different levels of familiarity with the subject matter, including community members, nonprofit practitioners, funders, and other stakeholders.

Please limit the response to 200 words.

*



32. Please describe your experience incorporating accessibility considerations into print and/or digital products, which may include presentation materials, one-pagers and other visual works

Please limit the response to 150 words.

*



33. The client, a group comprising multiple organizations, worked with a Success Measures staff person to develop a theory of change containing numerous concepts and relationships. You listened to different stakeholders share their different ideas about what should be emphasized. The final product, a visualized theory of change, must be both visually compelling and conceptually accurate. How would you work with the Success Measures lead to manage the different stakeholder interests in the final design process?

Please limit the response to 250 words.

*



34. Describe your experience managing a visual product from initial concept through final delivery. How do you manage feedback, version control, quality assurance and deadlines?

Please limit the response to 200 words.

*



35. Please identify the types of design work for which you are best positioned to support Success Measures and identify any areas that are outside your core expertise.

Please limit the response to 150 words.

*

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36. Please provide TWO work samples for this Category of Work. These may be products or deliverables (reports, briefs, presentations, dashboards, case studies, facilitation materials, or similar materials). If products or deliverables are less applicable, you may also share materials that demonstrate your process and the tools used to do your work in the relevant Category of Work.

File size is limited to 50 MB. Accepted file types are PNG, GIF, JPG, JPEG, DOC, DOCX, and PDF.

Name each work sample using the following naming convention, then upload it by clicking the upload button. Please refer to the Scope of Services when naming the Category of Work (for example, Evaluation & Learning, Program Coordination, or Information & Graphic Design).

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If your work sample includes active web links, please test the links to ensure they are working.

*

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37. Work Sample 1: For the first work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

Please limit the response to 400 words or less.

*



38. Work Sample 2: For the second work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

Please limit the response to 400 words or less.



5. Information Technology Services

Success Measures engages consultants for the following kinds of information technology services:

- a. Solutions architecture and technical development for the Success Measures Data System (SMDS) and related LMS (Paradiso)
 - Assist technical liaison with the application for development and maintenance

- Support planning and programming for system updates
 - Assist in designing fixes and enhancements to the data system
 - Assist in the coordination of the development, user interface design, testing, security, implementation and maintenance of SMDS
 - Experience with SQL, C#, Javascript and JQuery
- b. Technical and Help Desk Support serving users of the Success Measures Data System (SMDS)
- Managing and responding to user issues and Help Desk tickets
 - Providing guidance to users on optimizing application and tools
 - Contributing to user interface design, quality assurance, and testing of system fixes and new features
- c. Updating, formatting, design and integration support for WordPress website and other related online content
- d. Salesforce administration services, including system configuration, release management, user and permission management, workflow and automation maintenance, data integrity support, and troubleshooting to ensure the platform continues to meet evolving business needs.
- e. Data Analysis involving data manipulation, data cleaning, and visualization using SQL Server, MySql, Excel and VBA.

Are you applying for this CATEGORY OF WORK?

If 'Yes,' please answer the following questions. If 'No,' move on to the next Section. *

- ☐ Yes
- ☐ No

39. Please provide one example demonstrating your experience providing information technology services comparable to those requested in this RFP. Please include:

- Your role
- The problem or need being addressed
- Technology/platforms used
- Your responsibilities
- Complexity or constraints
- Outcome or result

Please limit the response to 400 words total.

*



40. Describe a time when you were asked to resolve a technical problem where the underlying cause was unclear. How did you diagnose the issue, determine the appropriate solution and communicate your findings to nontechnical stakeholders?

Please limit the response to 250 words.

*



41. Describe your approach to testing, documenting, communicating, and implementing system changes or enhancements while minimizing disruption to users.

Please limit the response to 200 words.

*



42. Describe your experience protecting data integrity, managing access and permissions, and addressing security, privacy or confidentiality considerations in systems you have supported.

Please limit the response to 200 words.

*



43. Describe the documentation you typically create or maintain so that systems, processes, and technical knowledge can be effectively supported when the original developer or administrator is unavailable.

Please limit the response to 200 words.

*

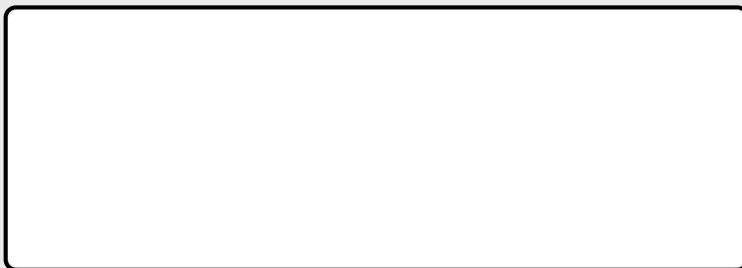
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44. If applying for SMDS development/architecture services, please describe a system enhancement you designed or implemented from requirements through testing and deployment. What technical challenges or tradeoffs did you encounter?

Please limit the response to 250 words.

If you are not applying for SMDS development/architecture, please mark N/A.

*

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45. If applying for technical/help desk support, consider the following scenario: A user reports that "the system isn't working" but cannot clearly describe the problem. Describe how you would troubleshoot the issue, communicate with the user, document the issue and determine whether escalation is necessary.

Please limit the response to 250 words.

If you are not applying for help desk/user support, please mark N/A.

*

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46. If applying for Salesforce administration services, please describe one project in which you improved a business process through Salesforce configuration, automation, data management, workflow changes or troubleshooting. What problem were you addressing and what was the result?

Please limit the response to 250 words. If not applying for Salesforce administration, please mark N/A.

*

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47. If applying for data analysis services, please describe one example in which you cleaned, manipulated, analyzed or visualized a complex dataset to answer a business, programmatic or operational question. What tools did you use and what was your role?

Please limit the response to 200 words. If not applying for data analysis, please mark N/A.

*

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48. Please provide TWO work samples for this Category of Work. These may be products or deliverables (reports, briefs, presentations, dashboards, case studies, facilitation materials, or similar materials). If products or deliverables are less applicable, you may also share materials that demonstrate your process and the tools used to do your work in the relevant Category of Work.

File size is limited to 50 MB. Accepted file types are PNG, GIF, JPG, JPEG, DOC, DOCX, and PDF.

Name each work sample using the following naming convention, then upload it by clicking the upload button. Please refer to the Scope of Services when naming the Category of Work (for example, Evaluation & Learning, Program Coordination, or Information & Graphic Design).

Last NAME (or Firm Name)_Category of Work_Work Sample Number

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An applicant named Jane Smith who is applying for Evaluation & Learning Services would name a related work sample: Smith_Evaluation & Learning_Sample #1.

If your work sample includes active web links, please test the links to ensure they are working.

*

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49. Work Sample 1: For the first work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

Please limit the response to 400 words or less.

*



50. Work Sample 2: For the second work sample uploaded, please describe your role, intended audience, community involvement, constraints or limitations, and what you would improve if revisiting the work.

Please limit the response to 400 words or less.

*



VI. Price Proposal

NeighborWorks America anticipates that this will be a multiple award contract services as described in Section C of this RFP, in which the Success Measures team will issue orders or calls when and if services are required. NeighborWorks intends to award multiple blanket purchase agreements (BPAs) as a result of this RFP for a base year plus four option years.

Consultants should provide a fair and reasonable daily rate. Daily rates will be considered and negotiated based on a combination of variables (i.e., technical evaluation results of qualifications, technical experience/expertise, past performance, sample work (as applicable), and overall technical proposal. Daily rate offers will be made to consultant(s)/firm(s) at contract award (estimated May 2027).

IMPORTANT: Enter your daily rate for each Category of Work proposed for each option period. Daily rates are calculated as Hourly Rate x 8. If you are an individual, you need only enter one daily rate for each Category of Work. Organizations with multiple staff resources may enter up to four rates per category. If your organization has more, please provide blended rates to limit entries to four. Travel expenses are determined per project and need not be estimated or included.

Price proposals should include daily rates for:

Base Year: 04/1/2027 - 03/31/2028

Option Year 1: 04/1/2028 - 03/31/2029

Please note in the checkboxes below which Categories of Work you are submitting a price proposal for. This section is required. *

- ☐ 1. Evaluation & Learning Partners
- ☐ 2. Program Coordination/Management and Administrative/Technical Support Services
- ☐ 3. Writing, Editorial & Communications Services
- ☐ 4. Information & Graphic Design Services
- ☐ 5. Information Technology Services

Daily Rate

Please note which individual staff members on your team will be associated with each daily rate, including role. If the staff varies between categories of work, please identify the different staff for each category.

For example - Daily Rate # 1: Jane Smith, Senior Evaluator; Daily Rate # 2: John Miller, Data Collector; etc.

(If you are an individual, you need only enter one daily rate for each Category of Work.

Organizations with multiple staff resources may enter up to four rates per category. If your organization has more, please provide blended rates to limit entries to four.) *

--

1. Category of Work: Evaluation & Learning Partners

*

	Daily Rate 1	Daily Rate 2	Daily Rate 3	Daily Rate 4
Base Year:				
Option Period One:				

2. Category of Work: Program Coordination/Management & Administrative/Technical Support Services

*

	Daily Rate 1	Daily Rate 2	Daily Rate 3	Daily Rate 4
Base Year:				
Option Period One:				

3. Category of Work: Writing, Editorial and Communications Services

*

	Daily Rate 1	Daily Rate 2	Daily Rate 3	Daily Rate 4
Base Year:				
Option Period One:				

4. Category of Work: Information and Graphic Design Services

*

	Daily Rate 1	Daily Rate 2	Daily Rate 3	Daily Rate 4
Base Year:				
Option Period One:				

5. Category of Work: Information Technology Services *

	Daily Rate 1	Daily Rate 2	Daily Rate 3	Daily Rate 4
Base Year:				
Option Period One:				

SECTION F: Performance Period & Options to Extend

I. Authority to Exercise the Option to Extend the Performance Period. NeighborWorks America reserves to the right unilaterally to exercise the options outlined below without further competition.

II. Performance Period. This contract period of performance inclusive of options shall not exceed (24) months, unless otherwise terminated in accordance with the terms and conditions of this Contract, as indicated below:

A. Base Period: 04/01/2027 - 03/31/2028

B. Option Period One: 04/01/2028 - 03/31/2029

III. Exercising the Option to Extend the Performance Period.

NeighborWorks America may exercise its option to extend the term of this Contract by providing written notice to the Contractor by one (1) day before the expiration of the contract period (inclusive of exercised option periods) provided that NeighborWorks America also gives the Contractor a preliminary written notice of its intent to extend 30 days prior to previous period of performance end date. Issuance of that preliminary written notice does not commit NeighborWorks America to an extension.

If NeighborWorks America exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this Contract, including the exercise of any options under this clause, shall not exceed (24) months.

Standard Option to Extend for up to six (6) months NeighborWorks America may require continued performance of any services within the limits and at the rates specified in the Contract. The total extension of performance under this option provision shall not exceed six (6) months. The Contracting Officer may exercise the option by providing written notice to the Contractor no later than 30 days prior to contract end.

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Consultant Initials

SECTION G: Contract Administration

Contract Type. NeighborWorks America contemplates award of a(n) firm-fixed-price, level of effort Contract.

Modifications to the Contract. The Contracting Officer (CO) administering this Contract is the only person authorized to approve modifications to any terms of this Contract. The Contractor shall not comply with any order or request altering the terms of this Contract unless it is issued in writing and signed by the CO, or is made pursuant to other specific authority described in this Contract. Modifications to the Contract will be deemed effected when countersigned by Contractor and returned to the CO administering this Contract. See also, Section E.II.

Submission of Invoices. Contractor is expected to submit a final invoice to the Corporation within 30 days after completion of all the Services (including Deliverables) set forth in the Contract/Task Order. The Corporation may deduct 30% of the fee if the final invoice is not received within six (6) months of the completion of all Services and reserves the right to void payment of any invoices that are not submitted within one year of the execution date of such Contract/Task Order. All invoices must contain the Contract Number, Task Order Number, and performance period and be emailed to Tenia Wilson (TWilson@nw.org). As a 501(c)(3) registered nonprofit corporation, NeighborWorks America is exempt from Federal and State taxes. The tax-exempt form is available upon request.

Vendor Automated Clearing House (ACH) Payment Policy. NeighborWorks America pays its vendors via ACH Electronic Payment. Before a contract is executed, the Contractor is required to provide required payment information to NeighborWorks America using a form link emailed from NeighborWorks America (financecustomerservice@nw.org). The Contractor's legal name, tax ID number, current year W-9, and bank account information must all be confirmed as correct before a contract is finalized. *

Consultant Initials

SECTION H. Special Contract Requirements

Key Personnel

A. Contractor shall assign the **Key Personnel (at least one, but up to the top five for multiple-person entities)** for whom resumes and other proposal criteria will be provided in this RFP to perform this Contract.

B. No substitution of key personnel shall occur except by the following process:

1. Timing. During the initial ninety (90) days of performance, Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within seven (7) calendar days after the occurrence of any of these events and provide Substitution Information below. After the initial ninety (90) day period, Contractor shall submit Substitution Information to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.

2. Substitution Information. If Contractor proposes to substitute key personnel, it must provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer (collectively, "Substitution Information"). Proposed substitutions shall have comparable qualifications to those of the key personnel being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The Contract will be modified to reflect any approved modifications of key personnel.

Contractor must provide name, job title, and email address for each **Key Personnel**. *(At least one entry is REQUIRED) **

First Name *

Last Name *

Role under this award *

Add
Another

Compliance with Laws & Equal Employment Opportunity. Both NeighborWorks America and Contractor shall comply with all applicable federal laws, state laws, local laws and ordinances, regulations, and codes in performance of its obligations under this Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. *

Consultant Initials

Confidentiality and Information Security.

A. Confidentiality & Non-Disclosure. In performance of this Contract, NeighborWorks America and Contractor may be granted conditional access to confidential or proprietary information belonging to the other, including documents, methodologies, technical knowledge, and sensitive information the loss, misuse, or unauthorized disclosure of which could adversely affect the other party's interests (collectively, "Protected Information").

1. Both NeighborWorks America and Contractor shall take reasonable care to safeguard Protected Information from unauthorized use, modification, or disclosure. At a minimum, such reasonable care shall include:

- a. Restricting use of Protected Information to performance of this Contract;
- b. Limiting access to Protected Information to those employees and agents who have a need to know such information for performance of this Contract;
- c. Not divulging Protected Information to any person without prior written consent of the other party; and
- d. Not using Protected Information for any commercial or other purpose than required for performance of this Contract.

2. Protected Information is and shall remain the property of the disclosing party, except where it is "Work Product" as defined by this Contract. Upon expiration or termination of this Contract, or upon the request of the disclosing party, all copies of Protected Information of the

disclosing party shall be destroyed or returned to the disclosing party, at the disclosing party's discretion.

3. Protected Information does not include information that has become part of the public domain through no violation of these Contract terms, was developed independently by the other party, or was provided lawfully and independently to the receiving party by a third party not obligated to confidentiality or otherwise prohibited from transmitting such information.

B. Data Security. In order to protect the resources and sensitive data of NeighborWorks America, Contractor shall adhere to certain administrative and technical controls in performance of this Contract. These controls include the following minimum-security requirements:

1. Contractor shall satisfy all security requirements and specifications for hardware maintenance, software maintenance, and developer personnel stated in the Scope of Work.
2. In the event of an actual or potential risk to information resources, Contractor shall contact NeighborWorks America Information Technology & Security Management.
3. Where required for Contract performance, NeighborWorks America shall grant Contractor access to its network or information technology systems, as outlined in the Scope of Work. Such access shall be the most restrictive capabilities and privileges needed to perform the Contract. Access shall be limited to a specific timeframe, after which such access will be reviewed for termination. Contractor agrees to access only those applications, systems, and data authorized for performance of this Contract. Contractor agrees to notify NeighborWorks America when various access types are no longer required.
4. If Contract performance requires that Contractor access sensitive information technology resources or data of NeighborWorks America, Contractor shall – at its own expense – undergo a minimum background investigation performed either by one of an approved list of vendors or by a firm approved by NeighborWorks America. Where contract performance requires access to particularly sensitive systems or information, NeighborWorks America may require that Contractor undergo a more intensive background investigation.
5. Where appropriate, NeighborWorks America may also require that Contractor receive orientation on proper use of NeighborWorks America technology resources, install periodic security updates, and sign a written acknowledgement that it has read and understood NeighborWorks America's security requirements.

6. Contractor shall comply with all applicable state and federal laws regarding data security and use of technology resources.

C. Personally Identifiable Information. NeighborWorks America's Information Governance Policy applies to all third parties that have access to the information assets owned, created, collected, managed, stored, and disseminated by NeighborWorks America, including Personally Identifiable Information ("PII"). When handling PII, Contractor shall strictly comply with that policy's increased handling and protection requirements of confidential information.

1. PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes personal identification numbers like social security numbers, passport numbers, and driver's license numbers; tax forms; financial account or credit card numbers; mortgage information; loan numbers; full name, maiden name, mother's maiden name, or alias; address information, street address or email address (when linked with other personally identifiable information); personal characteristics, including photographic image; information identifying personally owned property, such as vehicle registration number, title number, or related information; information about an individual that is linked or linkable to one of the above (date of birth, place of birth, race, etc); employment, human resources, medical, and educational information.

2. NeighborWorks America mandates the following controls for PII in the following formats:

a. Physical Information - must be labeled "Confidential" at the bottom of each page, stored securely when not in use, and discarded via shredding and secure bins.

b. Electronic Information - must be labeled "Confidential" at the bottom of each page, accessed only with proper authorization from NeighborWorks America, and stored securely according to the requirements specified by NeighborWorks America.

c. Information Distribution - must be done using a sealed envelope inside an internal mail envelope when internal; done using a plain sealed envelope delivered by hand, by courier, or by registered mail when external; and done by a secure method authorized by NeighborWorks America when electronic.

d. Information Reproduction - must be done only with proper authorization from

D. Scope and Enforcement.

1. The terms and conditions related to Information Security herein shall apply both during the Contract period and at all times thereafter.
2. Breach of the terms and conditions related to Information Security may cause the other party irreparable harm, so that the remedies available at law would not make the injured party whole. Accordingly, the injured party shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such relief shall be in addition to, and not in lieu of, the other remedies available to injured party under this Contract or under law.

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Consultant Initials

SECTION H. Special Contract Requirements

Conflicts of Interest.

A. General.

1. Duty to Disclose. Contractor agrees to make an immediate and full disclosure in writing to the CO at NeighborWorks America of facts surrounding any real or perceived conflicts of interest – including any changes to the facts that were previously disclosed by the Contractor prior to award of this Contract. For example, such disclosure may be a description of action taken by Contractor to avoid or mitigate any resulting conflict of interest.
2. Waiver. Requests for waiver under this section shall be directed in writing to the CO and shall include a full description of the requested waiver and reasons in support thereof. If it is determined to be in the best interests of NeighborWorks America, the CO may grant such a waiver in writing.
3. Remedies. In the event of breach of any of the restrictions or misrepresentation of facts required to be disclosed concerning this Contract (including existence of an actual or potential

conflict of interest at the time of award or after award), NeighborWorks America may terminate the Contract for default, disqualify Contractor from subsequent related contract work, and pursue other such remedies as may be permitted by law or this Contract.

4. Subcontracts. The financial, contractual, organizational and other interests of contractor personnel performing work under this Contract shall be deemed to be the interests of the Contractor for the purposes of determining the existence of a conflict of interest subject to this clause. Contractor shall include a clause, substantially similar to this section, including this paragraph, in all subcontracts and agreements related to performance of work under this Contract. Prior to award under this Contract of any subcontracts, Contractor shall determine whether interests disclosed by a subcontractor pose an actual or significant potential organizational conflict of interest. Where such a conflict of interest is identified, Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain approval in writing from the Contracting Officer prior to entering into the subcontract.

B. Personal Conflicts of Interest.

1. Personal conflicts of interest exist where the financial interest, personal activity, or relationship of a Contractor or a NeighborWorks America employee could impair their ability to act impartially and in the best interest of NeighborWorks America when awarding or performing this Contract. (A de minimis interest is not within the scope of this policy.)

2. Contractor agrees to disclose to the CO in writing if it has a relationship with an employee, officer, Board member, or agent of NeighborWorks America that constitutes a personal conflict of interest. Such a conflict of interest would arise where the employee, officer, Board member, or agent is a member of his/her immediate family, is his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible benefit from a firm considered for a contract.

3. Contractor shall avoid action which might result in or create the appearance of a NeighborWorks America employee, officer, Board member, or agent using NeighborWorks America's offices for private gain; giving preferential treatment to any organization or person; or losing independence or impartiality. Contractor agrees to notify CO in writing should an actual or apparent conflict of interest arise during the performance period of this contract.

C. Organizational Conflicts of Interest.

1. Organizational conflicts of interest exist where the Contractor's relationship with a parent company, affiliate, subsidiary, or successor makes it unable to be impartial – or to appear to be impartial – in performing work under Contract for NeighborWorks America.

2. In order to prevent situations where a Contractor may be biased because of its interests related to contract work performed for NeighborWorks America and to prevent any party from gaining unfair competitive advantage over other parties by performing contract work, NeighborWorks America will impose the following restrictions on performance by the Contractor, its parent, affiliates, subsidiaries, and successors in interest:

a. To the extent Contractor prepares (in whole or in part) the specifications or Scope of Services to be used in a competitive acquisition, Contractor shall not be allowed also to participate in that Contract by providing those goods or services either as a prime contractor or subcontractor.

b. Contractor will not be awarded a contract to evaluate its own offer(s) for products or services or those of a competitor, without proper safeguards in place that ensure objectivity and protect the interests of NeighborWorks America. Contractor agrees to the terms and conditions set forth in the Scope of Services that are meant to ensure objectivity and protect the interests of NeighborWorks America.

c. Contractor will not be eligible to perform contracts (either as prime contractor or subcontractor) which stem directly from contracts where Contractor has provided advisory and assistance services, unless it is directed to do so in writing by the CO. Examples of advisory and assistance services are: providing outside perspectives on critical issues, advising on industry developments, providing expert opinion or special knowledge, developing alternative solutions to complex issues, improving organizational operations, and ensuring more efficient or effective operation of managerial or hardware systems.

3. Contractor shall be ineligible to participate in any capacity in NeighborWorks America contracts, subcontracts, or proposals (solicited and unsolicited) which stem directly from Contractor's performance of work under this Contract. This restriction shall apply to []. This clause shall remain in effect for 12 months or 1 year after the completion of this Contract.

Consultant Initials

SECTION H. Special Contract Requirements

Contract Termination. Time is of the essence to this Contract. In certain circumstances, NeighborWorks America may terminate this Contract without being liable to the Contractor, except that NeighborWorks America shall pay the Contractor the reasonable value of satisfactory services or products delivered up to the date of termination.

A. NeighborWorks America may terminate the Contract in whole or in part, effective immediately, by written notice to Contractor if:

1. Contractor fails to begin or complete performance within the time period(s) specified in the Schedule;
2. Contractor breaches any term, condition, or provision of this Contract and fails to cure such breach within ten (10) days from the date it is notified by NeighborWorks America of the breach;
3. Contractor engages in fraud, willful misconduct, gross negligence, or misappropriation of funds or other property in the performance of its obligations under this Contract; or
4. Contractor becomes insolvent – including its making a general assignment for the benefit of creditors, having a receiver appointed, or being subject to any proceeding under bankruptcy or insolvency law whether domestic or foreign, voluntary or otherwise.

B. In addition to the foregoing, either party shall have the right to terminate the Contract without penalty by providing thirty (30) days written notice to the other party.

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Consultant Initials

Impossibility. This clause is applicable to all NeighborWorks America supplies and services contracts. The performance of this Agreement by either party is subject to acts of God, war within the United States or war declared by the Congress or the President of the United States, [and] governmental authority (including any action or inaction by Congress that causes the federal government to shut down or that imperils Group's federal appropriation), disaster (including without limitation fire, flood, severe weather, earthquake, tornado and hurricane), pandemics and epidemics, strikes of third party, labor disputes or work stoppages in the city where the NeighborWorks service(s) rendered (except that Contractor may not terminate this contract for strikes and other such situations involving Contractor employees), civil disorder within twenty (20) miles of Venue, acts of terrorism or threats of terrorism occurring within thirty (30) days of the dates of the Meeting, curtailment of transportation facilities (preventing at least 25% or more of Group's attendees from attending), or any other emergency of which make it illegal or impossible to provide the facilities or to hold either of the training events. The affected event may be terminated without a cancellation charge or any other liability to the other party of this Agreement for any of the above reasons as long as written notice from one party to the other is provided as soon as practical, but not less than five (5) days after an event listed in the immediately preceding sentence has occurred. *

Consultant Initials

SECTION H. Special Contract Requirements

Indemnification

A. The Contractor will indemnify, defend, and hold harmless NeighborWorks America, its officers, directors, employees, successors, and permitted assigns from any losses, damages, claims, suits, judgments, liabilities and expenses (including attorneys' fees and court costs) incurred as a result of any act or omission by the Contractor, its employees, representatives, or contractors, which constitutes:

1. Failure to perform its obligations under this Contract;
2. Violation of a law, ordinance or regulation;
3. Negligence, willful misconduct, or otherwise tortious actions; or
4. Claim(s) brought by an employee or contractor of the Contractor against NeighborWorks America under a workers' compensation or similar employment law.

B. At the request of NeighborWorks America, the Contractor shall defend NeighborWorks America against any such claims, demands, judgments, and liabilities. The foregoing indemnification shall

apply regardless of whether the Contractor or NeighborWorks America defends the claim. Should a death, injury, property damage, or loss be caused by the concurrent acts or omissions of both NeighborWorks America and Contractor, then indemnification shall be proportionate to Contractor's liability.

C. Intellectual Property. Contractor represents and warrants that its performance of this Contract does not infringe upon any United States patent, copyright or other intellectual property right of a third party. If a claim is made against NeighborWorks America asserting that Contractor's performance infringed on the intellectual property rights of a third party, Contractor shall, at its option: defend NeighborWorks America against such claim, acquire for NeighborWorks America the right to continue using the product in question without further infringement, or modify/replace the product with another product for which there exists no infringement claim.

1. Limitations. Contractor shall have no obligation to NeighborWorks America under this provision in situations where the infringement claim arises from Contractor's services or product being used in combination with software not licensed by Contractor, or Contractor's services or product being used in a manner inconsistent with this Contract.

2. Notice. If NeighborWorks America believes it is entitled to indemnification under this provision, it shall provide Contractor with written notice within fifteen (15) days of such discovery. Such notice shall state the nature of the claim with reasonable specificity.

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Consultant Initials

SECTION H. Special Contract Requirements

Independent Contractor Status. This Contract is not intended to create an agency relationship, partnership, joint venture, or formal business organization of any kind. At all times the parties hereto shall remain independent contractors, each responsible for its own employees. Neither party shall have any express or implied authority to create any obligations on behalf of the other or to bind the other to any Contract, agreement, or undertaking with any third party. Services delivered under this Contract shall be performed by the Contractor as an independent contractor and not as an agent or employee of NeighborWorks America. All personnel furnished by the Contractor, including its contractors, shall be subject to the exclusive control and supervision of the Contractor and shall be considered solely the employees, agents, or contractors of the Contractor; and not employees, agents, or contractors of NeighborWorks America. The Contractor shall be responsible for compliance with all laws, rules, and regulations, including those related to employment of labor, hours of labor, state and municipal taxes chargeable or assessed with respect to its employees, including without limitation social security, unemployment, federal and state withholding and other taxes, and shall file in a timely manner all forms required in connection with such payments. Contractor agrees to defend, indemnify and hold harmless NeighborWorks America, its officers, directors, employees, representatives, successors, and permitted assigns from any loss, damage, penalty, fine or liability sustained because of the Contractor's non-compliance with this provision. Contractor further agrees to cooperate with NeighborWorks America in any investigation or proceeding by a regulatory or taxing agency challenging the Contractor's status as an independent contractor. *

Consultant Initials

SECTION H. Special Contract Requirements

Insurance.

A. Contractor shall be required to maintain insurance coverage that is customary and appropriate for the work being performed, so that coverage is in full force and effect through the term of the engagement. Upon request, Contractor shall – at its own expense – procure and maintain insurance policies in full force and effect throughout the term of the engagement.

1. Worker's compensation insurance coverage for employees, including any agents or subcontractors used, in coverages and amounts no less than that required by the state in which the Contractor has its headquarters.

2. Employer's liability insurance coverage (including state disability benefits coverage, where required) with a limit of at least \$100,000 per occurrence.

3. The following are suggested minimum coverages for Comprehensive or Commercial General Liability Insurance:

a. For Contracts under \$5,000: Comprehensive or commercial general liability insurance coverage is not required.

b. For Contracts between \$5,000 and \$100,000: Comprehensive or commercial general liability insurance coverage (including public liability) which insures the Insured Parties against any and all claims of personal injury and property damage occurring or arising in connection with performance of this Contract. The minimum limits of liability coverage under such policy shall be no less than \$500,000 per occurrence of personal injury, bodily injury, or property damage, and at least \$1,000,000 in the aggregate of such occurrences.

c. For Contracts over \$100,000: Comprehensive or commercial general liability insurance coverage (including public liability) which insures the Insured Parties against any and all claims of personal injury and property damage occurring or arising in connection with performance of this Contract. The minimum limits of liability coverage under such policy shall be \$1,000,000 per occurrence of personal injury, bodily injury, or property damage, and at least \$2,000,000 in the aggregate of such occurrences.

4. Professional liability errors and omission insurance with limits of not less than \$1,000,000 per occurrence, where Contractor is from a highly specialized profession (including law firms, architects, engineers, accountants, and insurance brokers).

5. Automobile liability insurance with a limit of not less than \$1,000,000 combined and covering all owned, non-owned, and hired vehicles, where Contract performance involves Contractor's use of a motor vehicle.

B. Neither Contractor nor NeighborWorks America shall be deemed to be relieved of any responsibility by the fact that it carries insurance, nor shall the liability of either party be limited to the amount of insurance carried.

Consultant Initials

SECTION H. Special Contract Requirements

Ownership of Work Product. Contractor acknowledges that any and all products created and delivered to NeighborWorks America under this Contract are works for hire. All documents, reports, analyses, drawings, designs, blueprints, photographs, sketches, software and other materials (the “Work Product”) prepared by or for the Contractor in the course of the Contractor’s Services shall belong to NeighborWorks America, and Contractor grants to NeighborWorks America all right, title, and interest – including copyright and trademark – in the Work Product. Work Product does not include proprietary methodologies or materials created by the Contractor prior to this engagement. *

Consultant Initials

Record Retention and Access. Contractor must adhere to the following requirements regarding record retention and access.

- A. All records pertinent to performance of this Contract – including financial records and supporting documents – shall be retained for a period of three years from the date the final invoice is submitted. Copies of original records may be substituted for the original records.
- B. If any litigation, claim, or audit is started before the expiration of the three year record retention period, records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- C. NeighborWorks America shall request that Contractor transfer certain records to its custody when it determines those records possess long term retention value. When those records have been transferred or maintained by NeighborWorks America, Contractor is relieved of its obligation to further retain records.
- D. Right to Audit. NeighborWorks America and its authorized representatives shall have the right to make site visits, to audit, to examine, and to make copies of or extracts from financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to performance of this Contract.

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Consultant Initials

SECTION H. Special Contract Requirements

Subcontracting, Successors, and Assigns. Contractor shall not subcontract any portion of this Contract without prior written approval of NeighborWorks America. Contractor must maintain oversight to ensure that any such approved subcontractor(s) perform in accordance with the terms, conditions, and specifications of their Contract(s) and Task Order(s). This Contract and all provisions herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall be construed to create any rights enforceable by any other person or third party. This Contract may not be assigned by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment in violation of this provision shall be deemed null and void. *

Consultant Initials

Warranty. The Contractor expressly warrants and represents to NeighborWorks America that it will conduct itself with the highest degree of integrity and honesty, that all goods provided or services performed will be done in a professional manner consistent with the highest industry standards, in conformance with the specifications contained in this Contract. Services that do not conform to any of these warranties will, at the discretion of NeighborWorks America, promptly be replaced or corrected by the Contractor at no cost to NeighborWorks America, until the Services are fully compliant with all warranties herein. This remedy shall be in addition to, and not in lieu of, any other remedies available to NeighborWorks America under this Contract. *

Consultant Initials

SECTION I: Miscellaneous

Governing Law, Venue, Jurisdiction. This Contract shall be construed under and governed by the laws of the District of Columbia, without regard to conflict of laws provisions. Contractor hereby consents to jurisdiction of any state or federal court in the District of Columbia, waives personal service of process upon it, and consents that such service of process be made by registered mail and service so made shall be deemed to be completed upon actual receipt thereof. Both Contractor and NeighborWorks America hereby waive the right to trial by jury and consent to the granting of legal or equitable relief deemed appropriate by the court. *

Consultant Initials

Disclosure Required by Law. All Contracts and related documents (including those created, held, or stored by the Contractor) are a matter of public record subject to disclosure in accordance with the requirements of the Freedom of Information Act and its analogues.

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Consultant Initials

Entire Agreement. This Contract, including its exhibits and attachments, constitutes the complete understanding of the parties relating to this award. As such, this Contract supersedes all prior negotiations and discussions. Failure by either party to enforce a provision of this Contract shall not constitute a waiver of that provision or any other provision of this Contract. Furthermore, the invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. Headings contained in this Contract are intended solely for convenience and shall not affect the rights of the parties to this Contract. This Contract may be executed in counterparts, all of which shall be considered one and the same Contract and each of which shall be deemed an original. If executed and transmitted by electronic copy, the scanned or facsimiled signature page shall be deemed an original signature page. *

Consultant Initials

Contractor Organization Type:

Identify organization classification below. *

- ☐ Sole Proprietor
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Limited Liability Company

SECTION K: CONTRACTOR'S REPRESENTATIONS & WARRANTIES CERTIFICATION

RECITALS:

WHEREAS Contractor has been awarded a Contract under Success Measures Evaluation Consultants: BPA VI - **RFP-26-0029** ("Contract") with NeighborWorks America; and

WHEREAS Contractor is required to make certain representations and warranties regarding (i) its eligibility to perform the awarded work, and (ii) the obligations it must impose on any party it contracts with or engages to fulfill Contractor's obligations under this Contract.

NOW, THEREFORE, the Contractor hereto certifies as follows:

1. All terms used herein shall have the same meaning as in the Contract. In the event of any conflict in meaning or use between terms as used in the Contract and this Certification, the Contract meaning shall control.
2. All sub-contractors or other entities engaged to perform the work of this Contract will be approved in writing by NeighborWorks America, will satisfy all of the requirements and certifications listed herein, and will sign a certification (to be retained by Contractor) documenting its compliance with these requirements. Contractor will maintain oversight to ensure that its sub-contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. Contractor represents and warrants the following:
 - A. That it understands the terms of this Contract can be modified only when such instructions are issued in a writing signed by the Contracting Officer.
 - B. That it will notify the Contracting Officer within five (5) business days if — at any point during the Contract performance period — it becomes the subject of a debarment or suspension action by a federal agency, or is otherwise deemed ineligible to perform work in federal procurement.
 - C. That it will notify the Contracting Officer within five (5) business days if it becomes aware of credible evidence of a Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, or a violation of the civil False Claims Act.
 - D. That it will scan for personal and organizational conflicts of interest prior to executing this Contract, monitor for conflicts – real or perceived – that may emerge during the performance period, and make an immediate and full report to the Contracting Officer of any such conflicts.
 - E. That it will not discriminate against employees or applicants for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

F. That it will pay taxes on earnings under this Contract, as required by law, and will not become delinquent on tax debt owed the U.S. Internal Revenue Service.

G. That it will maintain insurance coverage no less than is customary and appropriate for the work and risk involved in this Contract.

H. That it will comply with all federal, state, and local laws in performance of its obligations under this Contract.

I. That it (select one) is _____ / is not _____ a former employee of NeighborWorks America. *(respond below)*

J. That it will adhere to the NeighborWorks Contractor Code of Business Ethics and Conduct available on NW.org.

4. This Certification may be modified only by written instrument signed by both Contractor and NeighborWorks America. Failure by Contractor to enforce or adhere to a provision of this Certification shall not constitute a waiver of that or any other provision of this Certification. The invalidity or unenforceability of any provision of this Certification shall not affect the validity or enforceability of any other provision of this Certification.

*

- ☐ is a former employee of NeighborWorks America
- ☐ is not a former employee of NeighborWorks America

CONTRACTOR CERTIFICATION *

- ☐ I agree to the terms and conditions of the RFP in its entirety.

CERTIFIED, as of the date stated below:

Contractor Name

(This should match the entity listed on the W-9 that will be submitted if awarded a contract) *

Contractor Authorized Official **(Name and Title)***

Contractor Authorized Official (signature) *

Clear

Sign name using mouse or touch pad

Signature of

Date *

