						1. THIS CONTRACT						RATING			PAGE C	OF PAGES	
	SOLIC	OITATIO	N, OFF	ER AND	AWARD	ORDER UNDER D	DPAS	(15 CFR 700	)						1	25	
2. CONTR	ACT NU	MBER				3. SOLICITATION NUMBER RFP-25-0011				🗆 se	PE OF SOLI ALED BID GOTIATED	(IFB)	5. DATE ISSUED		REQUISITIO	N/PURCHASI	E NUMBER
7. ISSUE	) BY			COE	E ITS			8. AI	DRESS		R TO (If other	. ,	7)				
INFO 1255 SUIT	RMAT UNI E 50	WORKS ION TH ON ST 0 ON DC	ECHNOI NE	LOGY S	SERVICES	3											
NOTE: In	sealed b	oid solicitatio	ns "offer" a	and "offeror" n	nean "bid" and "	bidder".		001101									
								SOLICI									
	otters in itory loca	original and ted in				copi	ies for	furnishing th	ie suppli	es or se	rvices in the until	170	0 ET 100		cified in Item	03/03	/2025
CAUT	ION: LA	TE Submissi	ons, Modifica	ations, and Wit	hdrawals: See S	Section L, Provision No. 52.2	214-7	or 52.215-1.	All offer	s are su	bject to all te	•	Hour) nditions contained in	this solic	itation.	(Dat	e)
10	. FOR	Α.	NAME								ONE (NO CC			C. E-M	AIL ADDRESS	3	
	RMATION CALL:							AREA COD	E	NUMB	ER	1	EXT.				
		1						TABLE O			1						PAGE(S)
(X)	SEC.	DESCRIP					PAG	GE(S)	(X)	SEC.	DESCR						FAGE(3)
X		THE SCHEI					3		X	PART II	- CONTRAC	ACT CLAUSE					21
	A B			RACT FORM	CES/COSTS		5			PARTI			TS, EXHIBITS AND C		ТТАСН		21
	c	-	-	S./WORK STA			9		X	J	1	ATTACHM					22
 X	D		NG AND MA				10			PART I			S AND INSTRUCTIO	١S			
X	E	INSPECT	ON AND AC	CEPTANCE			11		X	к	REPRE	SENTATION	S, CERTIFICATION	AND			23
X	F	DELIVER	ES OR PER	RFORMANCE			11				OTHER	STATEMEN	NTS OF OFFERORS				
<u> </u>	G	CONTRA	T ADMINIS	TRATION DAT	A		12		X	L	INSTRS	., CONDS.,	AND NOTICES TO C	FFERO	RS		24
X	н	SPECIAL	CONTRACT	I REQUIREME	NTS		21			М		TION FACT	FORS FOR AWARD				
								ist be fully		ted by	offeror)						
-						at 52.214-16, Minimum Bid cepted within 0				endar d	avs unless a	different pe	riod is inserted				
	-					rnish any or all items upon v					-	-					
				ecified in the so													
		R PROMPT			10 CAI	ENDAR DAYS (%)		20 CALEN	DAR DA	YS (%)		30 C/	ALENDAR DAYS (%)		CAI	ENDAR DAY	'S (%)
									DATE AMENDMENT NO.					DATE			
		GEMENT OF cknowledges		NTS		AMENDMENT	I NO.			L	DATE		AMENDME	NT NU.			DATE
		to the SOLIC															
and r 15A. NAM		cuments nui	CODE	dated):							16 NAME A		F PERSON AUTHOR		) SIGN OFFF	R	
AN	D		CODE			FACILITY					(Type or				DIGNOTIE	IX.	
AD OF	DRESS																
	FEROR																
		15B. TELEPI			150	C. CHECK IF REMITTANCE					17. SIGNATI	IRE				18 0	FFER DATE
AREA CO		NUMBER		EX		DIFFERENT FROM ABOVE					II. OIONAN	UNE				10.0	
					SUC	CH ADDRESS IN SCHEDUL	E.										
10 4005		TO ITEMS					RD (1	To be comp		-	<i>mment)</i> NG AND APF		21				
19. ACCE	FIEDAG	5 TO ITEMIS	NOWIDEREL	5	20.	AMOUNT			21. ACC	OUNTI	NG AND AFF	NOFNAIN	JIN				
22. AUTH	ORITY F	OR USING (	THER THA	N FULL AND C							OICES TO A				ITEM		
10 U.S				)	41 U.S.C			)					/				
24. ADMINISTERED BY (If other than Item 7) CODE							25. PAYI	MENT W	/ILL BE MAD	DE BY		COD	E				
26. NAME	OF COM	NTRACTING	OFFICER (	Type or print)					27. UNI	TED ST/	ATES OF AN	IERICA				28. A	WARD DATE
				. ,													
											(Signatur	e of Contrac	cting Officer)				
IMPORTA	NT - Awa	ard will be ma	de on this F	orm, or on Sta	ndard Form 26,	or by other authorized officia	al writt	en notice.									

OF

25

NAME OF OFFEROR OR CONTRACTOR

TEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT
	Delivery Location Code: HEADQUARTERS				
	NEIGHBORWORKS AMERICA				
	1255 UNION ST NE				
	SUITE 500 WASHINGTON DC 20002 USA				
	WASHINGTON DE 20002 USA				
	Period of Performance: 05/01/2025 to 04/30/2035				
					OPTIONAL FORM 336 (4-86)

Section B - Supplies or Services/Prices	3
Section C - Description/Specifications (Scope)	5
Section D - Packaging and Marking (Deliverables)	9
Section E - Authority of NeighborWorks America Personnel	10
Section F - Performance Period & Options to Extend	11
Section G - Contract Administration	11
Section H - Special Contract Requirements	12
Section I - Miscellaneous	21
Section J - List of Attachments	21
Section K - Contractor's Representations & Warranties Certification	22
1 RECITALS	22
Section L - Proposal Requirements	23
Section M - Evaluation Criteria	

# Section B - Supplies or Services/Prices

Bidders should complete the highlighted boxes.

Contract Line Item	Description	Unit	# of Units	Unit Price	Extended Price
0001A	Base Year: License Period of Performance: 5/1/25 – 4/30/26	Annual	1	\$	\$
0001B	<b>Base Year: Support and</b> <b>Maintenance</b> <i>Period of Performance:</i> 5/1/25 – 4/30/26	Annual	1	\$	\$
0001C	<b>Base Year:</b> <b>Implementation/Migration/Training</b> <i>Period of Performance:</i> 5/1/25 - 4/30/26	One Time Fee	1	\$	\$
0002A	<b>Option Period One: License</b> Period of Performance: 5/1/26 – 4/30/27	Annual	1	\$	\$
0002B	<b>Option Period One:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/26 – 4/30/27	Annual	1	\$	\$
0003A	<b>Option Period Two: License</b> Period of Performance: 5/1/27 – 4/30/28	Annual	1	\$	\$
0003B	<b>Option Period Two:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/27 - 4/30/28	Annual	1	\$	\$
0004A	<b>Option Period Three: License</b> Period of Performance: 5/1/28 – 4/30/29	Annual	1	\$	\$
0004B	<b>Option Period Three:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/28 – 4/30/29	Annual	1	\$	\$
0005A	<b>Option Period Four: License</b> Period of Performance: 5/1/29 – 4/30/30	Annual	1	\$	\$
0005B	Option Period Four:			\$	\$

	<b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/29 – 4/30/30	Annual	1	
0006A	<b>Option Period Five: License</b> <i>Period of Performance:</i> <i>5/1/30 – 4/30/31</i>	Annual	1	\$ \$
0006B	Option Period Five: Support and Maintenance Period of Performance: 5/1/30 – 4/30/31	Annual	1	\$ \$
0007A	<b>Option Period Six: License</b> <i>Period of Performance:</i> <i>5/1/31 – 4/30/32</i>	Annual	1	\$ \$
0007B	<b>Option Period Six:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> <i>5/1/31 – 4/30/32</i>	Annual	1	\$ \$
0008A	<b>Option Period Seven: License</b> <i>Period of Performance:</i> 5/1/32 – 4/30/33	Annual	1	\$ \$
0008B	Option Period Seven: Support and Maintenance Period of Performance: 5/1/32 – 4/30/33	Annual	1	\$ \$
0009A	<b>Option Period Eight: License</b> <i>Period of Performance:</i> <i>5/1/33 – 4/30/34</i>	Annual	1	\$ \$
0009B	<b>Option Period Eight:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> <i>5/1/33 – 4/30/34</i>	Annual	1	\$ \$
0010A	<b>Option Period Nine: License</b> <i>Period of Performance:</i> <i>5/1/34 – 4/30/35</i>	Annual	1	\$ \$
0010B	<b>Option Period Nine:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> <i>5/1/34 – 4/30/35</i>	Annual	1	\$ \$
		Total Co	ntract Price	\$

## Section C - Description/Specifications (Scope)

## **Company Background**

Company Background NeighborWorks America is a leading nonprofit organization dedicated to creating opportunities for people to live in affordable housing and strengthen their communities. Established in 1978 by the U.S. Congress, NeighborWorks collaborates with a network of local organizations to provide resources, training, and technical assistance.

## 1. Project Overview

NeighborWorks America's IT&S Division is in search of a comprehensive IT Planning and Contract Management Software solution to streamline divisional financial operations, enhance budgeting and forecasting capabilities, and improve contract management processes.

# NeighborWorks has the right to award a single or multiple awards as a result of this solicitation.

## **Subcontractor Identification and Contract Requirements**

## • Subcontractor Identification:

- The vendor must clearly state whether they intend to use any subcontractors for the execution of the project. If subcontractors are to be used, the vendor must provide the following details for each subcontractor:
  - Name and address of the subcontractor.
  - Description of the specific tasks or services the subcontractor will perform.
  - Relevant experience and qualifications of the subcontractor.
  - Any previous working relationship between the vendor and the subcontractor.

## • Multiple Contract Requirements:

- The vendor must indicate if the scope of work requires the issuance of two separate contracts. If so, the vendor should provide a detailed explanation of why two contracts are necessary and how the work will be divided between the contracts.
- The vendor must outline the coordination and management plan to ensure seamless integration and execution of tasks between the two contracts.

Currently, the team manages numerous spreadsheets with various owners, which is cumbersome and prone to errors. The purpose of this Request for Proposals is to identify and implement a tool that will automate more functions, improve divisional efficiency, offer visibility into our contract obligations and actuals, while enhancing the speed and depth of our analytic capabilities.

Below is a chart of our current ERP Systems. Note, currently NeighborWorks is not looking to move away from any of these systems. The IT Division is simply seeking a tool to more efficiently manage IT budgets and contracts while pulling data from NetSuite and Prism.

Current Infrastructure	
Finance	NetSuite
Budget	Workday
Procurement/Contracts	Prism
HRIS	UKG
Expenses	Emburse

## 2. Objectives

- **Financial Planning:** (Required) Implement a tool for budgeting, forecasting, and financial analysis to support strategic decision-making.
- **Contract Management:** (Preferred) Integration with Prism providing IT Planning Software visibility into contract obligations, actuals, and related details.
- **Integration:** Ensure seamless integration with existing financial and contract management software. (NetSuite, Prism) NetSuite integration is required, and Prism integration is preferred.
- User Training and Support: Provide comprehensive training and ongoing support to ensure effective use of the software

## **Functional Requirements**

## **Financial Planning**

- **Financial Planning:** (Required) Implement a tool for budgeting, forecasting, and financial analysis to support strategic decision-making.
- **Contract Management:** (Preferred) Integration with Prism providing IT Planning Software visibility into contract obligations, actuals, and related details.
- **Integration:** Ensure seamless integration with existing financial and contract management software. (NetSuite, Prism) NetSuite integration is required, and Prism integration is preferred.
- User Training and Support: Provide comprehensive training and ongoing support to ensure effective use of the software.

## **Contract Management**

- **Tracking and Alerts:** Features to track contract milestones, deadlines, and renewals with automated alerts.
- Integration: Ability to integrate with Procurement software, Prism.
- **Other Value-Added Features**: Briefly describe any value-added functionality or features that are beyond those identified.
- Budgeting: Tools for creating, managing, and tracking budgets across departments.
- **Revenue:** Ability to track revenue.
- Forecasting: Capabilities for financial forecasting and scenario planning.
- **Reporting:** Advanced financial reporting and analytics to provide insights into financial performance.
- **Compliance:** Ensure compliance with relevant financial regulations and standards.

## **Technical Requirements**

- Integration: Compatibility with existing ERP and financial systems. (NetSuite, Prism). Microsoft Teams integration; automating flow of data.
- Workflows: The software should allow for the creation and customization of workflows.
- Security: Robust security measures to protect financial and contract data. Security is of utmost concern to NeighborWorks. Provide an overview of the firm's security plan and protocols. Explain the features of the software application designed to prevent breaches and other negative impacts. Vendors will be required to complete and submit the Third-Party Security Questionnaire attachment with their proposal.
- Scalability: Ability to scale with the organization's growth and changing needs.
- User Access: Role-based access control to ensure appropriate access levels for different users.
- Initial User Count (estimated):

User	Estimate Count
Admin	3
Read/Write	7

## 3. Procurement Timeline

Estimated Procurement Timeline:

Event	Date
RFP Issued	2/14/25
Questions from Bidders	2/20/25
NeighborWorks response to Bidders Questions	2/26/25
Proposal Due Date	3/6/25
Anticipated Award Date	5/1/25

## 4. Roles and Responsibilities

## **Vendor Responsibilities**

- 1. Project Management:
  - Planning and Scheduling: Develop a detailed project plan with timelines and milestones.
  - Resource Allocation: Ensure the right resources are available for the project.
- 2. Technical Implementation:
  - Software Installation and Configuration: Install and configure the software according to the customer's requirements.
  - System Integration: Integrate the software with existing systems and ensure compatibility.
- 3. Customization and Development:
  - Customization: Customize the software to meet specific business needs.
  - Development: Develop any additional features or modules required by the customer.
- 4. Testing and Quality Assurance:
  - Testing: Conduct thorough testing to ensure the software functions correctly.
  - Bug Fixes: Address any issues or bugs identified during testing.
- 5. Training and Support:
  - o User Training: Provide training sessions for end-users and administrators.

• Technical Support: Offer ongoing technical support and maintenance services.

## **NeighborWorks Responsibilities**

- 1. Project Management:
  - Project Oversight: Assign a project manager to oversee the implementation from the customer's side.
  - Stakeholder Engagement: Ensure all relevant stakeholders are involved and informed.
- 2. Requirements Definition:
  - Business Requirements: Clearly define and communicate business requirements to the vendor.
  - Process Documentation: Provide detailed documentation of current processes and desired outcomes.
- 3. Testing and Validation:
  - User Acceptance Testing (UAT): Participate in UAT to ensure the software meets business needs.
  - Feedback: Provide timely feedback on any issues or improvements needed.
- 4. Change Management:
  - Communication: Communicate changes and updates to all affected users.
  - Training Participation: Ensure that all users attend training sessions and are prepared for the transition.
- 5. Post-Implementation Support:
  - Monitoring: Monitor the system post-implementation to ensure it operates smoothly.
  - Continuous Improvement: Work with the vendor to address any ongoing issues and implement improvements.

# 5. Performance Standards

The IT team will measure success by the following:

## User Adoption and Satisfaction:

- · User Training and Engagement: Track the number of users trained and their engagement levels.
- · User Feedback: Gather feedback to assess user satisfaction and identify any issues.

# **Operational Efficiency**:

• Process Improvement: Measure the reduction in time and effort required to complete financial planning and contract management tasks.

# **Financial Metrics**:

• Cost Savings: Calculate the cost savings achieved through automation and improved efficiency.

• Return on Investment (ROI): Assess the ROI by comparing the costs of the software rollout to the financial benefits gained.

# Compliance and Risk Management:

• Regulatory Compliance: Ensure the software helps maintain compliance with relevant financial regulations and standards.

• Risk Mitigation: Evaluate how well the software identifies and mitigates financial and contractual risks.

# Data Accuracy and Accessibility:

Data Quality: Monitor the accuracy and consistency of financial data and contract information.

 $\cdot$  Real-Time Access: Measure the improvement in access to real-time financial data and contract details.

#### Scalability and Flexibility:

- Scalability: Assess the software's ability to scale with the organization's growth.
- · Customization: Evaluate the ease of customizing the software to meet specific business needs.

#### 6. Past Performance

Proposals should include a minimum of 3 examples of projects delivering similar scope and complexity of requirements as outlined in this RFP.

#### 7. Payment Terms

Define how and when payments will be made. Specify the payment structure (e.g., fixed price, time and materials, or milestone-based payments) and include the schedule and any conditions for payment.

#### 8. Page Limits

· Cover Page: 2-page Limit

• Technical Response: 15-page Limit (does not include Attachment C: Schedule B - Suppliers or Services: attachment or Third-Party Security Questionnaire)

Deliverable/Milestone	Delivery Method	Due Date
Project Plan	Email or Electronic Delivery	3 weeks from Contract Execution
Documentation	Email or Electronic Delivery	Prior to Go Live
Training and Support/Maintenance	Virtual	Training: Ongoing
		Support/Maintenance: As needed
Testing and QA	Virtual	Before and After Go Live
Reports and Analytics	Electronic Delivery	Post Go Live
Security Compliance Documents	Email or Electronic Delivery	To be submitted with Proposal
Post Implementation Review	Virtual	30 days post Go Live

#### Section D - Packaging and Marking (Deliverables)

#### **Deliverable Details**

#### **Project Plan**

- Detailed Project Timeline: Including key milestones, deadlines, and deliverables.
- Implementation Strategy: Step-by-step plan for software deployment, including data migration and system integration.
- Risk Management Plan: Identification of potential risks and mitigation strategies.

#### **Documentation**

- User Manuals: Comprehensive documentation/guides for administrators and end-users on how to use the software.
- Technical Documentation: In-depth technical specifications and integration guidelines for IT staff.

• Training Materials: Resources for training sessions, including presentations, tutorials, and FAQs.

## Training and Support/Maintenance

- User Training Sessions: Virtual training sessions for end-users and administrators.
- Support Services: 24/7 support for troubleshooting and assistance.
- Maintenance Plan: Regular updates and maintenance schedules to ensure the software remains up-to-date and functional.

## **Testing and Quality Assurance**

- Testing Plan: Comprehensive testing of all software functionalities to ensure they meet the specified requirements.
- User Acceptance Testing (UAT): Involving key stakeholders to validate the software's performance and usability.
- Bug Fixes and Enhancements: Addressing any issues identified during testing and making necessary improvements.

## **Reports and Analytics**

- Financial Reports: Standard and customizable financial reports for budgeting, forecasting, and analysis.
- Contract Reports: Detailed reports on contract statuses, milestones, and compliance.
- Dashboard and Analytics: Real-time dashboards and analytics for monitoring financial and contract performance.

## **Compliance and Security**

- NeighborWorks America's Security Addendum and Questionnaire to be completed prior to contract execution.
- Compliance Documentation: Ensuring the software meets all relevant financial regulations and standards.
- Security Measures: Implementation of robust security protocols to protect financial and contract data.

## **Post-Implementation Review**

- Performance Evaluation: Assessment of the software's performance against the project objectives.
- Feedback Collection: Gathering feedback from users to identify areas for improvement.
- Lessons Learned

## Section E - Authority of NeighborWorks America Personnel

## **Point of Contact**

The Point of Contact (POC) for this award is responsible for inspecting and approving invoices and – if required – accepting deliverables or services rendered. The POC does not have authority to take any action, either directly or indirectly, that would modify pricing, quantity, place of performance, delivery schedule, or any other terms and conditions of this award, including taking effort which goes beyond the scope of this award. **The POC for this award is:Karyn Hutson, khutson@nw.org.** 

## **Contracting Officer**

The Contracting Officer (CO) administering this award is the only person authorized to approve modifications in any requirements of this Contract. Notwithstanding any provisions contained elsewhere in this Contract, authority to amend this Contract on behalf of NeighborWorks America belongs solely to the CO. If Contractor effects any modifications at the direction of any person other than the CO, the modification will be considered to have been made without authority and no adjustment will be made to the Contract or contract price as a result thereof. The CO for administration of this Contract is: Tiera Day tday@nw.org.

## Section F - Performance Period & Options to Extend

## **Performance Period**

This contract period of performance inclusive of options shall not exceed 05/01/2025 - 04/30/2035, unless otherwise terminated in accordance with the terms and condition of this Contract.

## 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.

## **Option to Extend**

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 10 years.

## 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.

## Section G - Contract Administration

## **Contract Type**

NeighborWorks America contemplates award of a(n) Firm-fixed-price.

## **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 submitted to: BillingITS@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.

## Section H - Special Contract Requirements

Key Personnel

Contractor shall assign key personnel to perform this Contract (Contractor Must Complete):

Name of Key Personnel	Role/Responsibility under this Contract
1.	
2.	
3.	
4.	
5.	

## **Key Personnel**

A. Contractor shall assign key personnel 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.

## **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.

## **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 NeighborWorks America.

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.

## **Conflicts of Interest**

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.

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.

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 Awarded Vendor. This clause shall remain in effect for timeframe typically one year after the completion of this Contract.

## **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.

## 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 Training Institutes and Community Leaderships Institutes are held (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.

## 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.

## **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.

## 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.

## **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.

## **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.

## 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.

## 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.

#### 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.

#### **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.

#### **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.

## **Contractor Organization Type:**

[Contractor should identify company status below]

- { } Sole Proprietor
- { } C Corporation
- {} S Corporation
- { } Partnership
- { } Limited Liability Company

#### Section J - List of Attachments

Attachmen Order	Title	Date
А	Information Governance Policy	01/31/2025
В	Third-Party Security Addendum and Questionnaire	01/31/2025
С	Attachment C - Schedule B - Suppliers or Services	02/07/2025

## Section K - Contractor's Representations & Warranties Certification

## **1 RECITALS**

## RECITALS

WHEREAS Contractor has been awarded a Contract under RFP-25-0011 ("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 (check one) is \_\_\_\_\_ / is not \_\_\_\_\_ a former employee of NeighborWorks America.

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.

#### CERTIFIED, as of the date stated below: [Contractor Must Complete and Sign Below]

**Contractor Name (type or print)** 

**Contractor Authorized Official:** 

**Contractor Authorized Official (signature)** 

Date

## **Section L - Proposal Requirements**

#### **Proposal Requirements**

The Contractor shall sign Page 1 of the RFP, complete the applicable fill-in sections (highlighted in yellow), and electronically submit the completed RFP with their technical and price proposals to:Tiera Day, tday@nw.org, Cc: Procurement@nw.org, no later than March 6, 2025 by 5:00 PM EST. The subject line should read: Proposal for RFP-25-0011 IT Planning Software and Support RFP.

#### **Question Submission**

Questions must be submitted electronically to: Tiera Day, tday@nw.org, Cc: Procurement@nw.org, no later than February 20, 2025 by 5:00 PM EST. The subject line should read: Questions to RFP-25-0011 [IT Planning Software and Support RFP]. No further questions will be accepted after this date. Responses will be posted no later than February 26, 20205 by 5:00 PM EST.

#### Letter of Interest

All Vendors interested in submitting a proposal under this RFP may notify NeighborWorks at Tiera Day, tday@nw.org, Cc: Procurement@nw.org, no later than February 18, 2025 by 5:00 PM EST. The subject line should read: Intent to Propose RFP-25-0011 [IT Planning Software and Support RFP]. This is not required, but only suggested as a means of information to NeighborWorks about interest in this solicitation.

## **Technical Proposal Requirements**

The technical proposal must include the following components outlined below:

A. Cover Letter that includes:

1. Official registered name (Corporate, D.B.A., Partnership, etc.), type of business entity, unique entity identifier from SAM.gov; primary and secondary NAICS numbers, address, main telephone number, toll-free numbers, and facsimile numbers, any if available.

2. Key contact name, title, address (if different from above address), direct telephone and fax numbers.

3. Person authorized to contractually bind the organization for any proposal against this RFP.

4. GSA Number if available.

5. Statement of capacity that addresses the firm's qualifications to meet the requirements of the RFP.

## **Price Proposal Requirements**

The price proposal must be submitted in a separate file with pricing information as described in Section B. The price proposal must include an hourly rate. Cost of travel can be estimated in the proposal with final pricing determined at contract award.

Your price proposal should clearly indicate the total for each period of performance (for each year) and then a total contract value not-to-exceed amount.

## Section M - Evaluation Criteria

## **Evaluation Criteria**

1. Best Value. NeighborWorks America will make an award to the Contractor(s) whose proposal(s) represents the best value for NeighborWorks America, considering both cost and non-cost factors.

2. Establishment of a Competitive Range. NeighborWorks America may upon its discretion establish a competitive range of qualified proposals for award consideration. NeighborWorks America will not conduct discussions and/or negotiations with firms not in the competitive range and those firms will not be considered for award.

3. Evaluation of Options. Except when it is determined not to be in NeighborWorks America's best interests, NeighborWorks America will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate NeighborWorks America to exercise the option(s).

Evaluation Criteria	Percentage
Company Overview (multiple if applicable)	10%
Functional Capabilities	20%
Technical Capabilities	20%
Implementation/Migration	20%
Training and Customer Support	20%
Vendor Past Performance	5%
Cost	5%
Total Evaluation Criteria	100%

#### Additional Criteria

- **Company Overview**: Provide a brief history and explain why your company/solution is best qualified to meet our needs.
- Functional Capabilities: Assessment of the software's functional features.
- Technical Capabilities: Assessment of the software's technical features.
- Implementation/Migration Plan: Review of the proposed implementation plan and timeline.
- **Training and Customer Support:** Evaluation of the vendor's training plan and support and maintenance services.
- Vendor Past Performance: Evaluation of the vendor's experience and track record with similar projects.
- **Cost:** Analysis of the total cost of ownership, including implementation, licensing, and training/support.

## NeighborWorks America Information Governance Policy

#### OUTLINE:

- I. Purpose & Scope
- II. Definitions
- III. Roles & Responsibilities
- IV. Records Management
  - a. Classification
    - b. Labeling
    - c. Storing Onsite and Offsite
    - d. Destroying
    - e. Reproducing
    - f. Transmitting
    - g. Abandoned Records
- V. Litigation Holds
- VI. Special Requirements for Handling PII
  - a. Privacy Policy
  - b. Special requirements for Employee Medical & Health Info
  - c. Access Management and Controls
- VII. Exceptions

EXHIBIT A – RECORD RETENTION SCHEDULE EXHIBIT B – NEIGHBORWORKS STAFF DATA HANDLER AGREEMENT EXHIBIT C – PII & ACCESS CONTROL TEMPLATE FOR SVPs

I. <u>Purpose & Scope</u>

The purpose of this policy is to establish uniform standards by which corporate records are stored, accessed, handled, transmitted, and destroyed at NeighborWorks America. This policy was drafted in accordance with applicable laws and industry best practices.

All Corporate records are subject to this policy regardless of their location, regardless of whether the record format is physical or electronic, and regardless of whether they are being managed by staff or third parties. This policy applies to Corporate records that are kept in individual offices, remote offices, mobile devices, and the Corporation's off-site storage facility. This policy applies to all NeighborWorks staff and third parties who handle Corporate records, including contractors, consultants, interns, temps, and auditors.

All original records must be maintained in established Corporate offices under the control of the Corporation. Corporate records may not be stored on personal computers at any time. Under no circumstance should any records be stored or maintained at home -- except for approved remote work locations, and in these instances, only duplicate records may be maintained at the remote work location.

- II. <u>Definitions</u>
  - <u>Confidential Information</u> sensitive or private information that is subject to increased handling and protection requirements because disclosure outside of NeighborWorks America would be illegal, improper, or damaging. Examples include: sensitive internal communications, any material that includes non-public personally identifiable information, proprietary data such as NWO performance data, salary data, and staff performance evaluations.

- <u>Corporate record</u> information owned, created, collected, stored or received by NeighborWorks America in the ordinary course of business. This includes emails, memoranda, grant agreements, compliance reviews, financial records, publications, and data compilations. Records are "physical records" when they are in paper format, and are "electronic records" or "digital records" when they are in a format enabled by information technology resources (including electronic media).
- <u>Data Collection System</u> any of the technology-enabled systems or applications owned, controlled, or administered by NeighborWorks America that accept and store information.
- <u>Division Document Manager</u> a position appointed by the Senior Vice President of each Division, who receives specific training and is responsible for organizing that Division's records management plan, liaising to access resources needed to implement that plan, and monitoring for compliance with this policy.
- <u>Personally Identifiable Information ("PII")</u> information about a person (such as name, date of birth, account numbers) that can be used to identify that individual. NeighborWorks America uses the NIST definition of PII and requires that non-public PII be afforded special protections as it is handled, stored, and transmitted by NeighborWorks America. (See Section VI below.)
- <u>Records Management</u> the activities that control the creation, distribution, access, destruction, and transmission of information.
- <u>Retention Period</u> the defined amount of time a Corporate record is to be stored, after which it should be destroyed in a manner appropriate to its format and content. Retention periods for each type of document are stated in the Record Retention Schedule at Appendix A.

#### III. Roles and Responsibilities

#### a. <u>Division Document Manager</u>

Each Division will have an assigned Document Manager, who is responsible for working with the staff of that Division to design and implement a records management plan consistent with this policy, including: coordinating the retention and destruction of records, coordinating responses to litigation holds, ensuring the correct controls are in place for confidential and personally identifiable information, seeking guidance from OGC for records that don't fit within this policy, managing shared drive space of that Division, coordinating an annual file clean-up effort at the Division level, and acting as the single point of contact for off-site document storage.

## b. <u>Director of IT Operations</u>

The Director of IT Operations is responsible for implementing data and document management policies and technical controls on digital records on NeighborWorks America's managed network. This business unit has administrative control of electronic documents and files that are on NeighborWorks' managed network.

## c. IT&S Director of Security & Compliance

This position is responsible for advising on safeguards for handling, storing, destroying, and transmitting confidential records and personally identifiable information. This position is also available to examine the architecture of information systems for security, soundness, and risk.

## d. Office of General Counsel ("OGC")

The Office of General Counsel is responsible for interpreting this policy and its application. OGC is available to assist Senior Vice Presidents and their designated Division Document Managers in applying this policy to the corporate records of their Division. OGC will provide special guidance for Divisions whose business needs are not met by this policy or whose Corporate records are not addressed by the Retention Schedule of this policy. OGC will also consider and grant requests for exceptions from this policy. At least once per year, each Division Document Managers will meet with the Office of General Counsel to review this policy and the Division-level plan for complying with it.

#### e. <u>Senior Vice President.</u>

The Senior Vice President is the owner of the Confidential Information created and handled by their Division, and as such is responsible for ensuring access controls are implemented, monitored, and maintained. And providing support to their appointed Document

#### f. <u>Systems Administrator</u>

Each data collection system will be assigned a System Administrator that is responsible for coordinating/providing access requests to the system and ensuring that the access to Confidential Information is restricted to those with proper authority.

#### IV. <u>Records Management</u>

#### a. <u>Classification</u>

Depending on its content, a record can be classified as public, internal use only, or confidential. The classification of a record determines how it should be stored, destroyed, reproduced, and transmitted.

- <u>Public records</u> Corporate records that have been approved for release to the general public or could be released to a member of the public without causing harm. Examples include: web pages, annual reports, catalogs, funding announcements, press releases, policies, mass communications to Grantees.
- <u>Internal use only records</u> Corporate records that are intended only for use only within NeighborWorks America, so that unauthorized disclosure outside of NeighborWorks America would be inappropriate or inconvenient. Examples include: sensitive communications, recommendation memos, NWO performance data, and program evaluation data.
- <u>Confidential records</u> Corporate records are subject to increased handling and protection requirements because they contain sensitive or private information so that their disclosure outside of NeighborWorks America would be illegal, improper, or damaging. Examples of Confidential records include: sensitive internal communications, any material that includes non-public personally identifiable information, and proprietary data such as NWO performance data. The requirements for handling PII and private information are located at Section VI below.

#### b. Labeling Records

Some records should be labeled to ensure they are handled properly and protected from unintended disclosure.

Classification	Labeling Physical Records	Labeling Electronic Records
Public Records	No label required	No label required
Internal Use Only Records	No label required	No label required
Confidential Records	Label as "Confidential" at the bottom of each page, or on exterior of each file or box	Label as "Confidential" at the bottom of each page and in the file name.

## c. <u>Storing Records - Onsite</u>

Materials that are obsolete, duplicative, extraneous, or drafts of an established final should be destroyed immediately. All other materials should be retained and destroyed according to the Records Retention Schedule at <u>Appendix A</u> to avoid the inference that material was destroyed in anticipation of a specific problem.

If the Classification is 	You should store the <u>Physical</u> <u>Records</u> by	You should store the <u>Electronic</u> <u>Records</u> by
Public Records	No special storage requirements.	No special storage requirements.
Internal Use Only Records	Store and control records properly.	Store and control properly; consult with ITS Director of Security & Compliance if you wish to implement storage methods such as encryption, password protection, or other methods.
Confidential Records	Ensure that confidential information is secure when not in use (ex: in a locked file drawer or locket closet)	Store securely; consult with ITS Director of Security & Compliance to determine appropriate storage methods – which may include encryption, password protected files, or other methods.

## d. <u>Storing Records - Off Site</u>

Physical Corporate records that are no longer in active use can be sent to NeighborWorks' approved off-site storage facility. The storage and retrieval of boxes from the off-site storage facility is coordinated by Administrative Services Division. A box of Corporate records can only be sent to off-site storage if the box's transmittal form includes the name of the transmitting Division and contact, a description of the contents, and a destruction date consistent with the Records Retention Schedule at <u>Appendix A</u>. Administrative Services Division maintains an index of all boxes stored at the off-site storage facility and – together with OGC – will periodically review the index and recommend that abandoned boxes be destroyed or returned to the transmitting Division for inspection.

#### e. <u>Destroying Records</u>

As a general rule, Corporate records should be retained for as long as required by applicable law and as long as reasonably necessary to assure their availability when needed for a business purpose. Materials that are obsolete, duplicative, extraneous, or drafts of an established final should be destroyed immediately. All other materials should be retained and destroyed consistent with the Records Retention Schedule at <u>Appendix A</u> so as to avoid the inference that any material was destroyed in anticipation of a specific problem.

If the Classification is 	You should destroy the <u>Physical</u> <u>Records</u> by	You should destroy the <u>Electronic Records</u> by
Public Records	Trash bins	Delete*
Internal Use Only Records	<i>Recommended</i> disposal via secure bins.	Delete*
Confidential Records	<i>Required</i> disposal and shredding via secure bins. Records at off- site storage can be securely destroyed by that vendor.	Delete, empty recycling bin immediately*

\* Consult IT&S when destroying or wiping electronic media devices such as USB drives, CDs, and external storage drives. Those devices must be sanitized or destroyed by authorized personnel.

#### f. <u>Reproducing Records</u>

The following controls are intended to help protect Corporate records from unintended disclosure, both internally and externally.

If the Classification is 	You should reproduce the <u>Physical Records</u> by	You should reproduce the <u>Electronic Records</u> by
Public Records	No limitations	No limitations
Internal Use Only Records	Copies made by authorized staff only	Copies made by authorized staff only
Confidential Records	Reproduction requires approval of the SVP of the Division that controls that data; copies made in a secure printing environment by authorized staff only; these records should never be left on printers, on desks, in unlocked drawers, or out in public areas	Copies made by authorized staff only; requires approval of the SVP of the Division that controls that data

#### g. Transmitting Records

Information is particularly vulnerable to disclosure when it is being transmitted. For that reason, the following requirements apply when transmitting Corporate records.

If the Classification is 	You should transmit the <u>Physical</u> <u>Records</u> by	You should transmit the <u>Electronic Records</u> by
Public Records Internal Use Only Records	No restrictions Sent by authorized staff only If sending internally, use an inter-office envelope If sending externally, use a sealed envelope	No restrictions Sent by authorized staff only; send by NW email system (@nw.org)
Confidential Records	If sending internally, use a sealed envelope inside an inter-office envelope If external mail, use a sealed envelope and deliver by hand or send by certified mail or courier with signature required (such as Fed Ex). Transmission by authorized staff only; requires approval of the SVP of the Division that controls that data	Consult with ITS Director of Security & Compliance to determine appropriate transmission method – which may include encryption or use of a secure file transfer site. If sent by email, the following language must be included: "This email transmission contains information which may be Confidential. The information is intended to be for the sole use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or other use of the contents of this transmission is strictly prohibited. If you have received this email in error, please notify the sender immediately."

#### h. Abandoned records

Due to factors such as staff turnover, program wind-down, and divisional restructuring, Corporate records sometimes are not managed according to the proper protocol. For example, digital records that have not been accessed in several years and physical records improperly sent to off-site storage might be considered abandoned. Where Corporate records are believed to be abandoned, they should be processed as follows: (1) identify the division from which the record (or file or box) originated; (2) ask the SVP of that division to approve the destruction of that record or assign responsibility for the management to current staff. If no division or employee can be identified as the originator of that record, then the management and destruction of that record will be decided by OGC on a case by case basis.

## V. <u>Litigation Holds</u>

The Office of General Counsel is authorized to override this policy by issuing a "Litigation Hold." A litigation hold is an order not to destroy, tamper with, or dispose of Corporate records that pertain to the subject of a lawsuit, audit, FOIA request, or investigation (whether actual or potential). When OGC issues a litigation hold, it will provide details regarding scope, key words to guide the effort, and additional instructions about whether/how to segregate these materials. OGC will also follow-up to inform staff when a litigation hold is lifted.

#### Information Governance Policy Approved June 19 2017

VI. Special Requirements of Handling Personally Identifiable Information ("PII")

All Divisions that create, collect, handle, manage, or transmit non-public personally identifiable information have a heightened obligation to keep that information safe from unintended disclosure. Personally Identifiable Information ("PII") is information that can be used to trace a specific person's identity – whether alone or when linked with other data. NeighborWorks America uses the PII definition promoted by the National Institute of Standards & Technology ("NIST"). The NIST definition is the industry standard. It is available in full online<sup>1</sup> and excerpted here.

PII is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace and individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. Examples of PII include, but are not limited to:

- Name, such as full name, maiden name, mother's maiden name, or alias
- Personal identification number, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, or financial account or credit card number
- Address information, such as street address or email address
- Personal characteristics, including photographic image, especially of face or other identifying characteristic, fingerprints, handwriting, or other biometric data (eg, retina scan, voice signature, facial geometry)
- Information about an individual that is linked or linkable to one of the above (eg, date of birth, place of birth, race, religion, weight, activities, geographical indicators, employment information, medical information, financial information).

-- <u>Guide to Protecting the Confidentiality of Personally Identifiable Information</u>. NIST, Special Publication 800-122 April 2010

In practical application, an entire client-level record in NeighborWorks' possession should (as a unit) be deemed PII if it contains <u>any</u> of the following fields: first name, last name, street address, or any unique identifying numbers. Common examples of unique identifying numbers are: SSN, credit card numbers, account numbers, client ID numbers, and loan numbers.

a. <u>Unintended Receipt of PII.</u>

Where PII is inadvertently or improperly received by a NeighborWorks America staff person, he or she shall, where possible and as appropriate: (1) notify the sender that the PII was received, (2) inform sender of the proper method by which PII should be transmitted, (3) re-route the PII to the intended recipient; and/or (4) immediately destroy the subject PII in accordance with this policy.

## b. <u>Privacy Policy.</u>

It is the policy of NeighborWorks America not to collect more PII than is necessary for the stated purpose, not to store PII for longer than necessary, and to limit access to (and distribution of-) PII on a "need to know basis" to staff who require that access to perform their required job tasks. The Senior Vice President of each Division is responsible for surveying the PII under their control, developing the protocol by which their staff are granted access to view or handle non-public PII (and by which that access is removed when the staff no longer needs it), and reviewing the managed access levels to

<sup>&</sup>lt;sup>1</sup> <u>http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf</u> at Section 2-2

ensure they are current. OGC will provide a template on its Inside NW page to help SVPs in creating their Division-specific plans.

#### c. Access Controls.

When files or data systems that are owned or administered by NeighborWorks contain Confidential Information (including personally identifiable information), access controls must be implemented to deny unauthorized access. The SVP of the Division that owns the Confidential Information (or is in possession of Confidential Information) is responsible for ensuring that access controls are implemented, maintained, and monitored. Access controls will be maintained at the Division level, with support from Information Technology & Services Division.

Access to Confidential Information is granted in three steps at the Division level:

- <u>STEP 1: Request made / business need documented.</u> Staff member submits to the System Administrator a request for access to file/system that contains Confidential Information. The request must include description of the business need that justifies access and the date on which that need will expire.
- <u>STEP 2: SVP approves access.</u> System Administrator confirms (and documents) that the staff person has current clearance from HR to have access. SVP approves in writing the request for access to the system.
- <u>STEP 3: Maintain access list.</u> System Administrator maintains the request for access forms and confirms quarterly with SVP that the list of those staff with the expanded view is accurate and that those staff are still eligible to have access.

The NeighborWorks staff who are granted access to view or handle Confidential Information must meet two requirements (1) clearance by Human Resources Division to handle records according to established protocol, which includes a background check; and (2) satisfy requirements of IT&S Division, which might include annual training and annually signing an agreement to abide by NeighborWorks' security standards for handling Confidential Information.

#### d. Special Requirements for Storing Medical and Health Information.

Files that contain medical or health information about any current or former employee must be stored separate and apart from the individual's normal personnel file, in a locked storage area accessible only by approved personnel. Such records are confidential (as defined at Section IV above) and should be treated consistent with the records management practices in Section IV.

#### VII. <u>Exceptions</u>

Requests for exceptions from the Information Governance Policy must be submitted in writing to the Office of General Counsel, and should include: (1) description of the situation; (2) proposed alternative to what is required by the Information Governance Policy; and (3) explanation of how the basic objectives of the Information Governance Policy will be met. Standardizing records management protects NeighborWorks from the inference of improper destruction and protects confidential information from unintended disclosure. Therefore, exceptions shall not be routinely granted.

#### VIII. <u>Enforcement</u>

Violations of this policy – particularly those that involve unintentional disclosure of Confidential Information – should be reported to the Deputy General Counsel and SVP – Information Technology & Systems consistent with the Incident Response Plan and will be handled in accordance with the Incident Response Plan. Violations of this policy may result in disciplinary action.

## Addendum Include within Technology Service Provider Agreements

## Security of NeighborWorks America (NW) Data within Technology Service Provider Environment

- **1. Security Measures. "Technology Service Provider"** agrees to implement data security measures that are consistent with industry best practices and standards so that it:
  - a) Protects the privacy, confidentiality, integrity and availability of NW data;
  - b) Protects against accidental, unauthorized, unauthenticated or unlawful access, copying, use, processing disclosure, alteration, transfer, loss or destruction of NW data;
  - c) Complies with all applicable federal and state laws, rules, regulations, directives and decisions that are relevant to the handling, processing, and use of NW data in accordance with this Agreement.
- **2. Risk Assessments.** "Technology Service Provider" shall perform comprehensive internal and external risk assessments (at least annually and/or after major changes) and provide results to NW.
  - a) "Technology Service Provider" agrees to send us their completed *Third Party Information Gathering Questionnaire* to NW for review prior to executing this agreement.
  - b) "Technology Service Provider" agrees to provide NW with an information technology assessment and/or audit report as to provide an understanding of "Third Party" security controls and requirements in place currently. E.G. - System and Organization Controls (SOC) Type 2 Report
  - c) Upon request by NW, "Technology Service Provider" agrees to provide NW with the results of their most recent vulnerability scans or penetration test conducted for review.
  - d) Upon request by NW, "Technology Service Provider" agrees to allow NW or a mutually acceptable third party to conduct an information security control review as it pertains to the scope of service outlined within the agreement.
- 3. Organizational Security Responsibility. "Technology Service Provider" shall assign responsibility for information security management to a senior management officer or a designated data steward to maintain the security of NW data. "Technology Service Provider" will provide this point of contact information to NW. "Technology Service Provider" agrees to return NW data or provide NW with evidence of destruction of NW data upon end or termination of this agreement. This includes hard copy and all forms of electronic data including backups and archives. Upon request, "Technology Service Provider" will provide NW with their most current Privacy Policy.
- 4. Third Party or Shared Hosting Service Provider. If "Technology Service Provider" uses any third party or shared hosting service provider, the Technology Service Provider must require that the third party protects NW data to at least the same level as the service provider. NW requests to receive independent security assessment reports (e.g. ISO 2700x Certification and Report, SSAE 16 SOC Reports, Shared Assessment Program Agreed Upon Procedures Review, PCI DSS Report on Compliance, or IT Audit External) from those parties and\or hosting service

providers. The third party must protect each entity's hosted environment and data. NW reserves the right to move NW data within its own data center at its discretion.

- 5. Data Retention and e-Discovery. Technology Service Provider s will provide means for NW to enforce its data retention policies on all data over which Technology Service Provider has custody or will enforce data retention policy on behalf of NW. This will require the Technology Service Provider to provide assurances that data including metadata and events when appropriate are retained for the duration of the retention period. It also requires the Technology Service Provider to provide assurances that all copies including backups and archives of expired data are thoroughly destroyed. NW program offices will coordinate with the Technology Service Provider to identify data which is in scope for retention and destruction. Technology Service Provider further agrees to comply with all reasonable e-Discovery requests.
- 6. Classification of generated, collected and aggregated data. When applicable, Technology Service Providers who generate, collect or aggregate data on behalf of NW shall coordinate with the program office to ensure that all new data or new data combinations which satisfy definition of Personally Identifiable Information (PII), as found in NeighborWorks America Award/Contract Section H. Special Contract Requirements, are appropriately classified and protected. Generated data includes data which is produced by analysts or automatically by algorithms.
- 7. Logging and event generation for applications. Technology Service Provider and NW program office shall coordinate to identify security relevant data and activities in all applications. Technology Service Provider shall ensure that events are generated when sensitive data is accessed and security relevant activities take place. Technology Service Provider shall ensure that security events are logged, can be accessed by NW upon request, and that logs are retained as specified in Data Retention. Preferably through API (Application Program Interface) capabilities and/or syslog forwarding into NW's Security Incident & Event Monitoring (SIEM) solution.
- 8. Business Continuity (BCP) & Disaster Recovery (DRP) Planning. In the event the Technology Service Provider ceases to provide the service, the Technology Service Provider shall provide sufficient advanced warning to facilitate the exportation of data and work product to NW. NW may require regular exportation or archiving of data and work product to satisfy NW's BCP / DRP plans.
- **9.** Security Incident / event notification. Technology Service Provider shall notify NW of any security incident or event which has material effect on NW data within 72 hours of discovery. Technology Service Provider shall have in place a defined and practiced IR plan and procedures. NW reserves the right to prosecute culpable parties at its discretion when NW data is impacted. Technology Service Provider agrees to assist with all reasonable requests from NW, NW's incident response contractors or law enforcement in all necessary investigations.

- **10.** Jurisdiction of data storage. Technology Service Provider shall ensure that all data stored and processed on behalf of NW is kept within the Jurisdiction of the United States of America. Data shall not be transmitted outside this jurisdiction at any time without authorization and formal approval from NeighborWorks America.
- 11. IDP (Identity Provider) and Single Sign On (SSO) Integration. Technology Service provider shall ensure that identity authentication and access to application can be through Single Sign-on integration using the current standards (e.g. Security Assertion Markup Language: SAML )for exchanging authentication and access authorization identities between security domains . Technology service provider should have the ability to integrate Single Sign-On access for NW employees Workforce (WF) and customer identity access management (CIAM).

Company Information: "Third Party Name""				
Question/Request	Response			
Responder Name:				
Responder Job Title:				
Responder Contact Information:				
Date of Response:				
List the names and titles of any contributors that assisted in the				
formulation of the responses:				
What is the name of the parent or holding company?				
What is the company /business name?				
How long has the company been in business?				
Are there any material claims or judgements against the company?				
If Yes, please describe, including any impact it may have on the				
service being provided to NWA				
Which regulator supervises or examines the company (if any)?				
Does the company have an internal audit, risk management or				
compliance department with responsibility for identifying and				
tracking any outstanding internal, external or regulatory issues?				
What is the target date for the signed contract?				
What is the target program/service launch date?				
What type of data will be hosted or managed - Credit Card Number -				
CCN, Social Security Number - SSN , Personally Identifiable				
Information - PII?				
Is this a new service offering? If not how long has it been on the				
market?				
Is this a shared service? (A shared service is provided on a multi-				
tenant vs. dedicated equipement)				
Shared:				
Dedicated:				
Other: Please explain				

Third Party Information Gathering Questionnaire (to be completed by Third Party Service Provider)

Are any aspects of the service outsourced?	
If yes, describe what is outsourced, name of the contracted party,	
whether the outsourced service involves NWA information and the	
country of operation.	
Has the service been audited in the past year for any of the following:	
Privacy	
Information Security	
Disaster Recovery	
Operations	
Technology	
Other	
Does the company hire an external audit firm to provide produce a	
report on areas under review?	
If so, please explain what types of external audit has been conducted	
within the past year.	
Have any of the audits addressed above resulted in any significant	
exceptions or findings that have not been remediated ?	
If yes, please provide details:	
Provide an explaination of the NWA data and transcation that are	
part of your service?	
What is the production site physical address?	
What is the backup site physical address?	
Are there any additional location(s) where NWA data is stored?	
If so, provided locations (address, city , state, country).	
Please provide details in the following areas:	
Operation System (s)	
Workstations # of devices	
Servers # of devices	
List of Applications in Scope	
Number of employees by function (e.g. development, systems	
operations, information security)	

Will there be CCN, SSN, PII data stored, processed or transmitted by	
the vendor or it's co-location center?	
Types of data that may be transmitted from the vendor to NWA and	
method:	
Types of data that may be transmitted from NWA to the vendor and	
method:	
Types of electronic connections between NWA and the vendor	
center:	
Types of electronic connections between NWA and the co-location	
center:	

# Schedule B- Supplies or Services/Prices

Bidders should complete the highlighted boxes.

Contract Line Item	Description	Unit	# of Units	Unit Price	Extended Price
0001A	Base Year: License Period of Performance: 5/1/25 – 4/30/26	Annual	1	\$	\$
0001B	<b>Base Year: Support and</b> <b>Maintenance</b> <i>Period of Performance:</i> 5/1/25 – 4/30/26	Annual	1	\$	\$
0001C	<b>Base Year:</b> <b>Implementation/Migration/Training</b> <i>Period of Performance:</i> 5/1/25 - 4/30/26	One Time Fee	1	\$	\$
0002A	<b>Option Period One: License</b> Period of Performance: 5/1/26 – 4/30/27	Annual		\$	\$
0002B	<b>Option Period One:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/26 – 4/30/27	Annual	1	\$	\$
0003A	<b>Option Period Two: License</b> Period of Performance: 5/1/27 – 4/30/28	Annual	1	\$	\$
0003B	<b>Option Period Two:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> <i>5/1/27 – 4/30/28</i>	Annual	1	\$	\$
0004A	<b>Option Period Three: License</b> Period of Performance: 5/1/28 – 4/30/29	Annual	1	\$	\$
0004B	<b>Option Period Three:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/28 - 4/30/29	Annual	1	\$	\$
0005A	<b>Option Period Four: License</b> Period of Performance: 5/1/29 – 4/30/30	Annual	1	\$	\$
0005B	<b>Option Period Four:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/29 – 4/30/30	Annual	1	\$	\$
0006A	<b>Option Period Five: License</b> Period of Performance: 5/1/30 – 4/30/31	Annual	1	\$	\$
0006B	<b>Option Period Five:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/30 – 4/30/31	Annual	1	\$	\$
0007A	<b>Option Period Six: License</b> Period of Performance: 5/1/31 – 4/30/32	Annual	1	\$	\$
0007B	Option Period Six: Support and Maintenance	Annual	1	\$	\$

	<i>Period of Performance:</i> 5/1/31 – 4/30/32			
0008A	<b>Option Period Seven: License</b> Period of Performance: 5/1/32 – 4/30/33	Annual	1	\$ \$
0008B	<b>Option Period Seven:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/32 - 4/30/33	Annual	1	\$ \$
0009A	<b>Option Period Eight: License</b> Period of Performance: 5/1/33 – 4/30/34	Annual	1	\$ \$
0009B	<b>Option Period Eight:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/33 – 4/30/34	Annual	1	\$ \$
0010A	<b>Option Period Nine: License</b> Period of Performance: 5/1/34 – 4/30/35	Annual	1	\$ \$
0010B	<b>Option Period Nine:</b> <b>Support and Maintenance</b> <i>Period of Performance:</i> 5/1/34 – 4/30/35	Annual	1	\$ \$
		Total Co	ntract Price	\$