

SOLICITATION, OFFER AND AWARD			PAGE OF PAGES 122		
1. CONTRACT NO.		2. SOLICITATION NUMBER RFP-25-0007	3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	4. DATE ISSUED 02/24/2025	5. REQUISITION/PURCHASE NUMBER
6. ISSUED BY NEIGHBORWORKS AMERICA EVALUATION LEADERSHIP 1255 UNION ST NE SUITE 500 WASHINGTON DC 20002		CODE ELPL	7. ADDRESS OFFER TO (If other than Item 6)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

8. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until 1700 ES local time 03/28/2025 (Hour)(Date)			
CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.			
9. FOR INFORMATION CALL	A. NAME Damian A. Hurge	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.	C. E-MAIL ADDRESS dhurge@nw.org

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OFFER (Must be fully completed by offeror)				
NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.				
11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
14B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		14C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. SIGNATURE	17. OFFER DATE

AWARD (To be completed by CONTRACT AUTHORITY)				
18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION		
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	
23. ADMINISTERED BY (If other than Item 6)	CODE	24. PAYMENT WILL BE MADE BY	CODE	
25. NAME OF CONTRACTING OFFICER (Type or print)		26. CONTRACT AUTHORITY (Signature of Contracting Officer)	27. AWARD DATE	

IMPORTANT - Award will be made on this Form, or by other authorized official written notice.

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Section B - Supplies or Services/Prices

Contract Line Item	Description	Unit	# of Units	Unit Price
001	Base Year – Services as specified in the RFP scope. Performance period: 5/1/2025 – 4/30/2026	Daily/Hourly Rate	1	\$
002	Option Period One – Services as specified in the RFP scope. Performance period: 5/1/2026 – 4/30/2027	Daily/Hourly Rate	1	\$
003	Option Period Two – Services as specified in the RFP scope. Performance period: 5/1/2027 – 4/30/2028	Daily/Hourly Rate	1	\$
004	Option Period Three – Services as specified in the RFP scope. Performance period: 5/1/2028 – 4/30/2029	Daily/Hourly Rate	1	\$
Total Contract Price:				\$

Section C - Description/Specifications (Scope)

The purpose of this RFP is to solicit proposals from qualified individuals and to ultimately select a diverse and inclusive team of consultants whose members have experience working with nonprofit board members and senior staff of affordable housing and community development organizations, proficiency with engaging in-person and virtual facilitation, and a background in advancing cultural engagement and belonging in the context of nonprofit organizations and boards of directors.

Up to 2 Program Design Team Consultants

This Request for Proposals (RFP) is designed to select up to two qualified consultants to guide, challenge, and support participants, program team members and NeighborWorks program staff through the 18 or so months of each Excellence in Governance Academy round (this RFP is for the next two program years (May 1, 2025 – April 30, 2027), with options to extend for 2 additional program rounds; more details below).

****Dedicated Personnel Requirement****

We will accept proposals from both individual consultants and companies who possess the expertise and experience necessary to fulfill the requirements outlined in this Request for Proposals (RFP). However, each proposal submitted is for one individual consultant. If a company, coalition, or other group wants to propose more than one consultant, that is allowed but there must be one complete proposal for each consultant proposed. To ensure a high level of consistency, understanding, and continuity in the program, we require that the responding company assigns a dedicated individual that will serve as the consultant. There will be no exceptions. Section H (Key Personnel) also applies.

Please note that all terms are subject to change and decisions are subject to funding. Anyone submitting an eligible proposal will be notified of any changes.

ABOUT THE NEIGHBORWORKS EXCELLENCE IN GOVERNANCE ACADEMY PROGRAM

Additional definitions that may be helpful to understanding this work and this RFP can be found in DEFINITIONS.

A. About the NeighborWorks Excellence in Governance Academy Program

Excellence in Governance Academy Program (also sometimes called “EIG” or “EIG-A”) is NeighborWorks America’s new governance certification program for community development focused nonprofits. This 18-month, virtual program is designed for board members, chief executives, and board support staff who closely support the board and are ready to sharpen their leadership skills, strengthen their governance strategies, and experiment with promising practices. EIG Academy is a comprehensive education experience, including monthly training seminars, peer groups, technical assistance, and customizable resources. The EIG Principles developed over the course of the program's history are the foundation for the program (Attachment A).

Advancing cultural engagement and belonging is a corporate priority for NeighborWorks America. NeighborWorks America believes advancing these values throughout all aspects of board governance requires education, conversation, commitment, and financial support. Cultural engagement and belonging will be foundational throughout our governance offerings as boards of directors are challenged more than ever to reflect and represent the communities they serve.

NeighborWorks America has found that how a board works together is as important as what a board works on. NeighborWorks America believes that strong, engaged leadership is critical to successful organizations and to the people they serve. The NeighborWorks EIG Academy will reinforce these learnings and beliefs.

Finally, NeighborWorks America values and requires its network members to establish and maintain Boards of Directors that reflect a partnership among resident leaders, the private business community and public officials, in which at least one-third of the Board members are low-income residents or low-income resident representatives of the NeighborWorks organization’s service area. This is to ensure that the partnership represented by the board remains grounded in and accountable to its customer base. The EIG Academy will engage a variety of board members representing the resident community, private business, and public offices with a commitment to meet each participant where they are.

B. EIG Academy Participants

For the first round of EIG Academy, participants will be part of a NeighborWorks network organization or NeighborWorks America staff. EIG Academy Participants include four groups.

1. **Board members** from community-serving organizations within the NeighborWorks America network of organizations.
 - a. Board members represent the resident community served, private business, and public offices.
 - b. Board members from different NeighborWorks organizations will likely not know one another.
 - c. Board members will have varying levels of governance skills, understanding, experiences, and tenure.
2. **CEO / Executive Directors** of NeighborWorks network organizations.
3. **Board Support Staff** who works directly with the board of NeighborWorks network organizations.
4. **NeighborWorks America staff** interested in governance.

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C. Program Rounds

Program Round 1: September 2024 - May 2025 and September 2025 - May 2026

Program Round 2: September 2026 - May 2027 and September 2027 - May 2028

While there is a break in participant engagement from June-August, the Design Team will continue to meet.

D. Key Programmatic Personnel – Academy Team

The purpose of the Academy Team is to:

1. Provide a venue that enables each advisor to share skills, perspectives and challenges with each other throughout the program.
2. Provide a channel for sharing experiences of individuals from one peer group/cohort to another.
3. Provide input for modification to the program as needed.

The Academy Team is comprised of several groups.

1. NeighborWorks America program staff oversee EIG Academy.
2. Design Team consultants work closely with the NeighborWorks America program staff to design and facilitate the program, evaluate and adjust program components, and support all program personnel and participants.
3. Governance Advisors are consultants selected based on their nonprofit governance experience and expertise to design content around the EIG Principles and support peer groups.
4. NeighborWorks America staff from the Field Operations division serve as program advisors. These individuals work closely with NeighborWorks network organizations and their boards, have been involved in earlier iterations of Excellence in Governance and are committed to strengthening board governance across the network.

E. Key Programmatic Elements

Excellence in Governance Academy has been designed with five critical, integrated components:

- EIG Principles
- Live Seminars
- Structured Peer Groups/Cohorts
- Office Hours
- End of Program Project

The Design Team plays a role in supporting, designing, facilitating, hosting and evaluating the success of each component below.

1. EIG Principles

The Excellence in Governance Principles have evolved over the life of Excellence in Governance program which began in 2011. The principles are designed to advance equity, engagement and belonging, center resident voice, and promote meaningful engagement. Each principle is assigned to one Governance Advisor to build three live seminars and three written guides. (Attachment A)

2. Live Seminars + Seminar Guide

Each program month, a 60-minute, live seminar digs into the assigned EIG principle. One Governance Advisor is assigned to design and deliver the seminar guide and live seminar for one principle over one quarter per program year.

3. Structured Peer Groups/Cohorts

Each participant is assigned to a peer group or peer cohort. The groups meet monthly and are facilitated by an Academy Team member. The purpose of the peer group/cohort is to everyone can practice brave conversations, make connections, explore “sense-making,” and hold each other accountable.

4. Office Hours

Each month, there are several options for participants to drop in on hosted Office Hours. Office Hours are hosted by an Academy Team member. Office Hours provide one on one guidance and technical assistance.

5. End of Program Project

Participants will complete and share an end of program project which is relevant to their board at the time of program completion. The project will highlight one to two of the EIG principles and will be customizable so other the in the program can utilize it.

SCOPE OF SERVICES – DESIGN TEAM

A. **Strategic Program Design, Delivery, and Evaluation:** Design a comprehensive education program that engages a variety of individuals from different backgrounds, education levels, and lived experiences. Design Team consultants will help ensure the program framework, content, communication and visual design are consistent with the program goals.

B. **Advise and Support:** Design Team consultants work closely with NeighborWorks America personnel in the strategic design and deployment of EIG Academy—specifically the director of the program, Senior Director, Jennifer Christian.

C. **Be a part of and add value to the Academy Team:** Each Design Team consultant is part of the Academy Team with the other key personnel. Design Team consultants support the Academy Team to identify challenges and goals; offer ideas, advice, solutions, and feedback on specific questions/challenges; and assist team members in avoiding common governance pitfalls and problems. The Design Team designs training and regular meetings for Governance Advisors and NeighborWorks Academy team.

D. **Support EIG Governance Advisors:** The Design Team consultants will support the Governance Advisors by:

- Reviewing, editing, providing feedback on the virtual, interactive 60-minute Live Seminars.

- Reviewing, editing, providing feedback on the comprehensive guide and 2-3 tools or templates on each EIG Governance Principle for distribution to/use by participants.
- Brainstorming and collaborating on peer group/cohort meetings.

E. Design, Facilitate and Evaluate Learning Experiences: Design Team consultants design and facilitate in-person and virtual experiences that are engaging, mindful of the range of experiences and perspectives of participants, center adult learning principles and integrate practices for optimal engagement of all participants. The Design Team will create and implement an evaluation plan that incorporates feedback mid-program and between program rounds.

F. Facilitate/Co-facilitate up to Two Monthly Peer Groups: Building a sustained group relationship with up to 10 participants, Design Team consultants will ensure everyone can practice brave conversations, make connections, explore “sense-making,” and hold each other accountable.

G. Provide Individual and/or Small Group Technical Assistance: Hosting small group technical assistance via “office hours” on program content and the variety of current issues facing nonprofits and nonprofit boards in the community development and affordable housing fields.

H. Recruitment and Marketing: Design Team consultants will prepare materials and webinars and participate in information sessions to recruit participants for subsequent program years.

TIMELINE AND TASKS

Please note that as of the writing of this RFP, many of the dates below are not fully confirmed. You will be asked below to include in your response if there are any of the dates that would present a conflict or problem.

Here are the key dates during which all participants and Academy Team members or each peer group with its coach will gather:

Activity	Who	Date	Notes
Co-lead EIG Academy Kickoff and Orientation Weekend (in-person option; New Orleans, LA)	New participants joining Year 2	August 22-24, 2025	Design, facilitate, evaluate
Co-lead EIG Academy Kickoff and Orientation ((2) 3-hour; virtual options)	New participants joining Year 2	(1) August 2025; (1) Sept. 2025 Date + time are TBD	Design, facilitate, evaluate
Attend Design Team meetings (up to 4 times/month)	Design Team	Recurring through program; 1 hour	Design, facilitate as needed
Attend <u>once monthly</u> Live Seminar	Ten times during the remainder of Round 1. May 2025, Sept 2025 – May 2026	2nd Tue. of month; 12-1pm ET 2nd Wed. of month; 4-5 pm ET	Participate. Zoom produce, as needed

Co-facilitate <u>once monthly</u> , live Peer Group/Cohort	Up to two groups of 10 participants. Ten times during the remainder of Round 1.	3 rd or 4 th week of the month 45-60-minute session	Times/dates to be determined by team
Host up to <u>once monthly</u> , live 'Office Hours'	Board Members to pose ideas and questions. Ten times during the remainder of Round 1.	One hour/month	Determined by individual consultant; provide technical assistance, connection to resources
Attend <u>once monthly</u> , live EIG Advisor Team Meetings.	Ten times during the remainder of Round 1.	1st Wed. of month 60-minutes	1:00 - 2:00pm ET

Academy Round 2 (September 2026-May 2028)

Round 2 dates (Principle Seminars, Academy Team meetings, etc.) will be determined no less than six months in advance of Round 2.

Section D - Packaging and Marking (Deliverables)

The Contractor shall provide all deliverables as described on Section C: Scope of Services / Specifications. Note that all consultant activities and events listed below are virtual, except the EIG Academy Kickoff and Orientation weekend in August 2025. Date for Round 2 of the program will be determined no less than six months in advance.

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: Robyn Germain @ rgermain@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: Damian Hurge @ DHurge@NW.org.

Section F - Performance Period & Options to Extend

This contract period of performance inclusive of options shall not exceed four (4) years or 48 months, unless otherwise terminated in accordance with the terms and condition of this Contract, as indicated below:

Period of Performance	Starting Date	End Date
Base Year	05/01/2025	04/30/2026
Option Year 1	05/01/2026	04/30/2027
Option Year 2	05/01/2027	04/30/2028
Option Year 3	05/01/2028	04/30/2029

Performance Period

This contract period of performance inclusive of options shall not exceed 4 years, unless otherwise terminated in accordance with the terms and condition of this Contract, as indicated below:

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 4 years.

Section G - Contract Administration

Contract Type

NeighborWorks America contemplates award of a(n) Firm Fixed Priced/Level of Effort.

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 cc Robyn Germain @ rgermain@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 []. This clause shall remain in effect for [] 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

Attachment Order	Title	Date
	Attachment - Definitions	02/20/2025
	Attachment A - Excellence in Governance Principles	02/20/2025
	Attachment B - Overview Interest + Required Dates Questionnaire	02/20/2025
	Attachment C - Responses to Design Team Requirements	02/20/2025
	Attachment D - Specialized Skills, Experience, Certifications	02/20/2025
	Attachment E - Format for References	02/20/2025

Section K - Contractor's Representations & Warranties Certification

1 RECITALS

RECITALS

WHEREAS Contractor has been awarded a Contract under RFP-25-0007 (“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: Damian Hurge @ Dhurge@nw.org, Cc: Procurement Department @ Procurement@nw.org, no later than March 28, 2025 @ 5PM EST. The subject line should read: Proposal for RFP-25-0007: Excellence in Governance.

Question Submission

Questions must be submitted electronically to: Damian Hurge (Dhurge@nw.org), Cc: Procurement Department (Procurement@nw.org) no later than March 3, 2025 @ 5PM EST. The subject line should read: Questions to RFP-25-0007: Excellence in Governance. No further questions will be accepted after this date. Responses will be posted no later than March 7, 2025 @ 5PM EST.

Letter of Interest

All Vendors interested in submitting a proposal under this RFP may notify NeighborWorks at Damian Hurge (Dhurge@nw.org), Cc: Procurement Department (Procurement@nw.org) no later than February 28, 2025 @ 5PM EST. The subject line should read: Intent to Propose RFP-25-0007: Excellence in Governance. 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).

Additional Criteria

Additional 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).

4. Potential Interview. NeighborWorks America may request an interview with up to the top eight candidates prior to selection to further evaluate the ideas outlined in the proposal and address any outstanding questions.

Each proposal submitted in response to this solicitation will be evaluated based on demonstrated success in meeting the qualifications listed as well as on the total cost of the bid.

The proposal should describe your approach to the project in a clear, concise, and compelling way. The proposals will be evaluated based on the following criteria:

Criteria	Points
Attachment B: Overview Interest + Required Dates	Up to 5
Attachment C: Responses to Design Team Requirements 1.Strategic Design, Delivery, Evaluation of Comprehensive Program 2.Nonprofit Board Governance Experience 3.Advancing Cultural Engagement and Belonging 4.Virtual and In-Person Facilitation 5.Contributions to Design and Academy Teams 6.Exceptions	Up to 40
Attachment D: Specialized Skills, Experience, Certifications	Up to 30
Attachment E: References (1 relevant reference received = 2.5 points)	Up to 10
Past Performance	Up to 10
Pricing	Up to 5
Total	100

DEFINITIONS

SIMPLE DEFINITIONS OF TERMS USED IN THIS REQUEST FOR PROPOSALS (RFP)

Academy Team: The purpose of the Academy Team is to provide a venue that enables each advisor (consultant or NeighborWorks America staff) to share skills, perspectives and challenges with each other throughout the program, a channel for sharing experiences of individuals from one peer group/cohort to another, and thoughtful input for modification to the program as needed. The Academy Team is comprised of four main groups – NeighborWorks America program leadership, Design Team, Governance Advisors, and select NeighborWorks America staff serving as advisors.

Community-serving organizations: We are defining community-serving organizations primarily as those that are not-for-profit organizations and work to better their communities.

Dedicated Personnel Requirement: We will accept proposals from both individual consultants and companies who possess the expertise and experience necessary to fulfill the requirements outlined in this Request for Proposals (RFP). However, each proposal submitted is for one individual consultant. If a company, coalition, or other group wants to propose more than one consultant, that is allowed but there must be one complete proposal for each coach proposed. To ensure a high level of consistency, understanding, and continuity in the program, we require that the responding company assigns a dedicated individual that will serve as the consultant. There will be no exceptions.

Governance Advisors: Governance Advisors are consultants with extensive experience and expertise in nonprofit, community-based governance. Governance Advisors design the Live Seminars, create the monthly guide to align with the seminar, and host up to three Peer Groups.

Live Seminars: Program content is delivered through a monthly, 60-minute Live Seminar that is offered twice a month. The content is grounded in the EIG Principles. Live Seminars include a presentation of content and a peer breakout.

Office Hours: Offered several times a month as an option, drop-in for board members.

Online Learning Platform: NeighborWorks America is currently using Moodle as its online learning platform. The platform holds program content, recordings of Live Seminars, participant list, knowledge checks and calendar.

Participants: EIG Academy Participants include four groups.

1. **Board members** from community-serving organizations within the NeighborWorks America network of organizations.
 - Board members represent the resident community served, private business, and public offices.
 - Board members from different NeighborWorks organizations will likely not know one another.
 - Board members will have varying levels of governance skills, understanding, experiences, and tenure.
2. **CEO / Executive Directors** of NeighborWorks network organizations.

3. **Board Support Staff** who works directly with the board of NeighborWorks network organizations.
4. **NeighborWorks America staff** interested in governance.

Peer Group/Peer Cohort: The entire group of participants from community-serving organizations are divided into nine 'peer groups/cohorts.' Each peer group/cohort stays together during the first year of the program (9 months) and is coordinated and facilitated by an advisor. Peer groups help program participants dig deeper into the live seminar content, gain new skills and perspectives, garner support when they need it, and learn from each other.

ATTACHMENT A: Excellence in Governance Principles

Rooted in the Whys

Innovative and effective boards educate themselves about the nation's historical social context, recognize how housing policies have impacted and continue impacting access nationally and locally to safe, decent and affordable housing, understand the communities served by their organization, and make decisions based on these interconnected circumstances.

Commitment to Cultural Engagement and Belonging

Innovative and effective boards insist that cultural engagement and belonging are critical in the boardroom, value fresh perspectives and ideas, and actively recruit board members with various backgrounds and experiences including the perspectives of the communities served.

Constructive Partnership

Innovative and effective boards value the interdependence of the board and chief executives, building and nurturing the partnership through honest communication, respectful behavior, following through on commitments, and relationship-building.

Prioritizing Culture, Learning, and Development

Innovative and effective boards realize that how they work together is as important as what they work on; they prioritize board member learning by investing in training, actively invite diverse perspectives, employ meaningful onboarding and recruitment strategies, and regularly evaluate both collective and individual performance.

Fiscal Oversight & Sustainability

Innovative and effective boards actively strengthen the organization's financial health and long-term sustainability through generative discussion, real-time data, policy oversight, and fundraising contributions. Decision-making is grounded in thoughtful data analysis, engagement of informed opinions, and risk consideration.

Spectrum of Strategic Collaboration

Innovative and effective boards cultivate relationships with organizations across local, state, and national levels. They intentionally consider the type and purpose of relationship, what is required of staff and board, and how best to work together to explore and confront the complex social issues addressed by each organization.

* Informed by "How to Be a Rockstar Nonprofit Board Chair" – Boardable, 2021 | "The Practitioner's Guide to Governance as Leadership" – Cathy A. Trower, 2013 | "The Board Chair Handbook" – Mindy R. Wertheimer, PhD, 2013 | "The Source: Twelve Principles that Power Exceptional Boards" – BoardSource, 2005 | "Beyond Financial Oversight: Expanding the Board's Role in the Pursuit of Sustainability" – Jeanne Bell, 2020 | "Sunshine Laws Illuminate Case for Transparency" - Judith O'Connor, 2000 | Professor Lisa Nishii, Diversity and Inclusion Certificate, eCornell Certificate Program

In addition to submitting a cover letter, resume (2-page), and price proposal requirements (see Section L), complete and submit Attachments B-D.

Attachment B: Overview Interest + Required Dates Questionnaire

Overview Interest

1. Why are you interested in this program? <i>(Not to exceed 200 words)</i>	
2. Why does board governance matter in community-serving organizations¹? <i>(Not to exceed 200 words)</i>	

¹We are defining community-serving organizations primarily as those that are not-for-profit organizations and work to better their communities.

Required Dates Questionnaire

EIG Academy Program requirements for all consultants are below. Please review the required dates and times below and respond to the following questions. *Round 2 dates will be determined no less than six months in advance of Round 2.

Activity	Who	Date	Notes
Co-lead EIG Academy Kickoff and Orientation Weekend (in-person option; New Orleans, LA)	New participants joining Year 2 + Academy Team	August 22-24, 2025	Design, facilitate, evaluate
Co-lead EIG Academy Kickoff and Orientation ((2) 3-hour; virtual options)	New participants joining Year 2 + Academy Team	(1) August, (1) Sept. 2025; exact date/time TBD	Design, facilitate, evaluate
Attend Design Team meetings (up to 4 times/month)	Design Team	Recurring; 1 hour	
Attend <u>once monthly</u> Live Principle Seminar	Participants + Academy Team	2 nd Tue. of month; 12 – 1pm ET 2 nd Wed. of month; 4-5 pm ET May 2025, Sept 2025 – May 2026	
Co-facilitate <u>once monthly</u> , live Peer Group/Cohort	Up to two groups of 10 participants.	3 rd or 4 th week of the month 45-60-minute session	Times/dates to be determined by team
Host up to <u>once monthly</u> , live ‘Office Hours’	Board Members to pose ideas and questions.	One hour/month Ten times during the remainder of Round 1.	Determined by consultant; provide technical assistance, connection to resources
Attend <u>once monthly</u> , live EIG Academy Team Meetings.	Academy Team	1st Wed. of month 60-minutes	1-2 pm ET

1. Do you seek exceptions to any of the dates and times above?

2. If yes, please briefly explain:

Outside “Business Hours”: NeighborWorks organizations are located across the country and in up to five time zones. The EIG Academy seeks to offer Office Hours and Peer Groups/Cohorts at a diverse range of times to be as inclusive as possible for Academy participants. This could mean early morning, evening, and/or a weekend session once a month.

Are you willing and able to work with NeighborWorks America to provide options outside 9am - 5pm in your time zone?

- ☐ Yes, with advance notice, I am willing and able to work outside traditional business hours.
- ☐ No, I am unwilling and/or unable to work outside traditional business hours.

Attachment C: Responses to Design Team Requirements

Technical Proposal: In five pages or less with clearly marked sections as outlined below, address the following seven topics.

1. Strategic Design, Delivery, Evaluation of Comprehensive Program

Please demonstrate your experience with strategic design, delivery, and evaluation of a comprehensive program.

2. Nonprofit Board Governance Experience

Demonstrated technical and/or lived experience in nonprofit board governance and/or nonprofit leadership as well as community development and affordable housing. Please describe your experience and expertise in any or all the following areas: serving on, educating, facilitating, training, consulting, and/or providing technical assistance to nonprofit boards of directors and senior staff. Please identify how you stay abreast of the variety of current issues facing nonprofits and nonprofit boards as well as the community development and affordable housing sector.

3. Advancing Cultural Engagement and Belonging

Please demonstrate your experience with advancing cultural engagement and belonging in the context of nonprofit boards of directors.

4. Virtual and In-Person Facilitation

Please demonstrate your experience with virtual and in-person facilitation and group management including your ability and experience building effective relationships within and among a group.

5. Contributions to Design and Academy Teams

Please describe how you could use your skills and experience to contribute to the Design and Academy Teams as well as what you hope to get from your fellow Design and Academy Team members.

6. Exceptions

Please note any exceptions to the RFP Terms and Conditions - i.e., if there are any of the terms and conditions (other than dates/availability) with which you would not be able to comply, may have a conflict, etc.

Attachment D: Specialized Skills, Experience, Certifications

Complete the chart with a list of specialized skills, experience, and certifications which are essential to the program. Following the chart, please note any additional value or expertise that you may bring to the program that was not already directly addressed.

Content Area	Check All That Apply	Briefly Describe Experience
curriculum material and presentation layout and design		
project management		
online learning platform management		
course curriculum development		
evaluation design and evaluation results synthesis		
copy editing		
serving as Zoom meeting producer		
NeighborWorks network		
nonprofit CEOs		
nonprofit executive transition		
Specialized training/certifications on culture and belonging		

certified behavioral, personality, and/or strengths assessment provider/trainer		
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Value Add

In no more than 200 words, please note any **additional value or expertise** that you may bring to the program that was not already directly addressed.

Attachment E: Format for References

Please provide two governance experience references and two training and/or facilitation references.

Governance Experience References Identify <u>two</u> references who can speak to your governance work experience/expertise.	<p>Name, Organization:</p> <p>Email / Phone:</p> <p>Time Known:</p> <p>Relevant Service Provided (1-3 sentences):</p>
	<p>Name, Organization:</p> <p>Email / Phone:</p> <p>Time Known:</p> <p>Relevant Service Provided (1-3 sentences):</p>
Training and/or Facilitation References Identify <u>two</u> references who can speak to your training and/or facilitation abilities.	<p>Name, Organization:</p> <p>Email / Phone:</p> <p>Time Known:</p> <p>Relevant Service Provided (1-3 sentences):</p>
	<p>Name, Organization:</p> <p>Email / Phone:</p> <p>Time Known:</p> <p>Relevant Service Provided (1-3 sentences):</p>