SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 | 20

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	RFP-27-0039	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	11/12/2026	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)
NEIGHBORWORKS AMERICA HUMAN RESOURCES 1255 UNION ST NE SUITE 500 WASHINGTON DC 20002	HR	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1700 ET (Hour) local time 12/11/2026 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Tiera Day				tday@nw.org

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☐	A	SOLICITATION/CONTRACT FORM		☒	I	CONTRACT CLAUSES	17
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT	4	☒	J	LIST OF ATTACHMENTS	18
☒	D	PACKAGING AND MARKING	7			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
☒	E	INSPECTION AND ACCEPTANCE	7	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
☒	F	DELIVERIES OR PERFORMANCE	7				
☒	G	CONTRACT ADMINISTRATION DATA	8	☒	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	19
☒	H	SPECIAL CONTRACT REQUIREMENTS	8	☒	M	EVALUATION FACTORS FOR AWARD	20

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 0 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.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. 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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 3304 (a) ( )		

24. ADMINISTERED BY *(If other than Item 7)*	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA	28. AWARD DATE
Marietta E. Rodriguez	*(Signature of Contracting Officer)*	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: HEADQUARTERS NEIGHBORWORKS AMERICA 1255 UNION ST NE SUITE 500 WASHINGTON DC 20002 USA Period of Performance: 05/01/2027 to 04/30/2032				

Section B - Supplies or Services/Prices 3
Section C - Description/Specifications (Scope) 4
Section D - Packaging and Marking (Deliverables)....7
Section E - Authority of NeighborWorks America Personnel 7
Section F - Performance Period & Options to Extend 7
Section G - Contract Administration....8
Section H - Special Contract Requirements 8
Section I - Miscellaneous 17
Section J - List of Attachments 18
Section K - Contractor's Representations & Warranties Certification 18
Section L - Proposal Requirements 19
Section M - Evaluation Criteria....20

Section B - Supplies or Services/Prices

Contract Line Item	Description	Quantity	Total Amount ($)
0001	Base Period: May 1, 2027 to April 30, 2028 Executive Search Fee Per Search		
0002	Administrative Fees Per Search		
0003	Other Direct Costs (bonus, travel) [1]		
	Total for Base Period:		
0004	Option Period One: May 1, 2028 to April 30, 2029 Executive Search Fee Per Search		
0005	Administrative Fees Per Search		
0006	Other Direct Costs (bonus, travel) [1]		
	Total for Option Period One:		
0007	Option Period Two: May 1, 2029 to April 30, 2030 Executive Search Fee Per Search		
0008	Administrative Fees Per Search		
0009	Other Direct Costs (bonus, travel) [1]		
	Total for Option Period Two:		
0010	Option Period Three: May 1, 2030 to April 30, 2031 Executive Search Fee Per Search		
0011	Administrative Fees Per Search		
0012	Other Direct Costs (bonus, travel) [1]		
	Total for Option Period Three:		
0013	Option Period Four: May 1, 2031 to April 30, 2032 Executive Search Fee Per Search		
0014	Administrative Fees Per Search		

0015	Other Direct Costs (bonus, travel) [1]		
	Total for Option Period Four:		
	Total Contract Amount Not to Exceed:	**NTE**	
[1]Payment will be based on actual costs and expenses incurred.			

Section C - Description/Specifications (Scope)

NeighborWorks America is seeking a qualified executive search partner to serve as a strategic partner in identifying and recruiting exceptional executive leadership talent. The selected firm will partner closely with Human Resources and the Search Committee throughout the search process, providing strategic guidance, market intelligence, executive assessment expertise, and project leadership throughout the search process; from kickoff through candidate selection and offer acceptance.

The selected firm will be expected to design and execute a comprehensive search strategy that includes refining the executive position profile, conducting targeted outreach to active and passive candidates, assessing executive leadership capabilities, presenting highly qualified candidates, facilitating the interview and selection process, and supporting successful offer negotiations.

The ideal firm will have demonstrated experience conducting executive searches for mission-driven organizations, particularly national nonprofit organizations and organizations operating in complex stakeholder environments. Experience recruiting executive leaders for organizations receiving federal funding and familiarity with community development, affordable housing, or related sectors is preferred.

The selected firm should demonstrate:

· Proven success placing senior executives (Vice President, C-Suite, or equivalent)
  - Experience recruiting diverse executive talent through proactive sourcing strategies
  - Strong executive assessment methodology
  - Excellent client references
  - National search capabilities
  - A collaborative and consultative approach to executive recruitment
  - Commitment to maintaining the highest standards of confidentiality and sound judgment throughout the executive search process.

The selected firm will provide regular written and verbal updates throughout the engagement and partner with NeighborWorks America to maintain an agreed-upon search timeline. The firm will be expected to provide strategic recommendations throughout the search while maintaining a positive candidate experience that reflects NeighborWorks America's employment brand.

The selected firm shall provide services including, but not limited to, the following:

1. Executive Position Profile Development. Partner with Human Resources and the Search Committee to refine the position description and develop a comprehensive executive success profile that clearly defines:

· Leadership competencies

- Required experience
- Critical capabilities
- Desired leadership characteristics
- Organizational priorities
- Key opportunities and challenges associated with the role

Assist with developing candidate materials that accurately represent NeighborWorks America, its mission, strategic priorities, organizational culture, and leadership expectations.

2. Search Strategy and Project Planning. Develop and present a comprehensive search strategy that includes:

- Search methodology
- Target organizations and industries
- Market mapping approach
- Candidate outreach strategy
- Project milestones
- Communication cadence
- Expected timeline

Serve as a strategic advisor throughout the search process and recommend adjustments as market conditions warrant.

3. Candidate Sourcing. Develop and execute a proactive recruitment strategy utilizing:

- Direct sourcing
- Executive networking
- Market research
- Professional associations
- Targeted outreach
- Stakeholder engagement plan
- Selective advertising, when appropriate

Recruit both active and passive executive candidates to ensure a strong and competitive candidate pool.

4. Candidate Assessment and Presentation. Conduct comprehensive screening interviews and executive assessments to evaluate candidates' qualifications, leadership capabilities, and overall alignment with the position profile and organizational needs. Present a diverse and highly qualified slate of candidates for consideration by the Search Committee, providing detailed written candidate summaries that include:

- Career accomplishments and relevant executive experience
- Assessment of leadership strengths and key competencies
- Leadership strengths and potential development opportunities
- Motivation for pursuing the opportunity
- Compensation expectations and other relevant considerations
- Overall recommendation and rationale

Throughout the assessment process, the selected firm will ensure candidates experience a professional, timely, transparent, and respectful recruitment process that reflects NeighborWorks

America's mission, values, and commitment to excellence.

5. Interview Process Support. Partner with Human Resources and the Search Committee to:

- Develop interview strategy
- Recommend interview questions
- Coordinate interview logistics
- Prepare candidates
- Facilitate stakeholder feedback
- Provide guidance throughout the interview process

Assist in maintaining a consistent, structured, and equitable candidate evaluation process.

6. Reference and Background Assessment. Conduct comprehensive professional reference checks for finalist candidates and provide written summaries highlighting:

- Leadership effectiveness
- Management style
- Strengths
- Development opportunities
- Overall reference recommendations
- Identify and communicate any potential concerns or risks identified during the reference or due diligence process and coordinate additional due diligence activities, as appropriate.

7. Communication and Reporting. The selected firm will provide access to a dashboard or reporting tool, or an equivalent reporting process, that provides visibility into search progress and candidate pipeline activity. Provide ongoing communication throughout the engagement, including:

- Weekly search updates
- Candidate pipeline reports
- Market intelligence
- Executive recruitment trends
- Candidate activity summaries
- Search risks and recommendations

8. Offer Strategy and Negotiation Support. Partner with Human Resources throughout the offer process by:

- Advising on market competitiveness
- Advise on executive compensation positioning based on current market data
- Assisting with offer strategy
- Supporting candidate negotiations
- Facilitating successful offer acceptance

9. Search Completion and Transition Support. Following candidate selection, provide:

- Final search summary
- Market observations
- Lessons learned
- Transition recommendations
- Executive transition and onboarding recommendations, as appropriate

Proposal Response
Firms responding to this Statement of Work should address each of the requested services outlined above. Proposal responses should not exceed **ten (10) pages**, excluding resumes, references, and supporting exhibits, unless otherwise specified in the Request for Proposal.

Section D - Packaging and Marking (Deliverables)

Provide all deliverables required by Section C.

Section E - Authority of NeighborWorks America Personnel

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 5/1/2027 to 4/30/2032, 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

Each option period shall be deemed exercised unless NeighborWorks provides the Contractor with written notice of its intent not to exercise the upcoming option period within thirty (30) days of the end of the then-current contract period. If such notice is provided, the Contract shall terminate at the end of the then-current contract period, and the parties shall complete all applicable contract closeout activities.

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 five 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) Fixed-price 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 be submitted to mhearn@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

A. Contractor shall assign key personnel to perform this Contract.

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

4		
5		

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

Attachment Number	Title	Date
1	Information Governance Policy 3 (3)	10/30/2026

Section K - Contractor's Representations & Warranties Certification

RECITALS

WHEREAS Contractor has been awarded a Contract under RFP-27-0039 (“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.

Section L - Proposal Requirements

Solicitation Extension and Reopening

NeighborWorks America reserves the right, in its sole discretion, to extend the closing date of any solicitation or to reopen a solicitation after its original closing date for a period of up to twenty-one (21) calendar days whenever it determines such action to be in its best interest. Notice of any extension, reopening, or amendment shall constitute sufficient notice to all prospective offerors. Offerors that submitted a proposal prior to the original closing date will be provided an opportunity to submit a new proposal or revise a previously submitted proposal before the revised closing date.

Proposal Requirements

The Contractor shall sign Page 1 of the Solicitation, complete the applicable fill-in sections (highlighted in yellow), and electronically submit the completed Solicitation with their technical and price proposals to: Tiera Day, tday@nw.org, Cc: procurement@nw.org, no later than December 11, 2026 at 5 PM EST. The subject line should read: Proposal for RFP-27-0039 Executive Search Firm RFP.

Question Submission

Questions must be submitted electronically to: Tiera Day, tday@nw.org, Cc: procurement@nw.org no later than November 19, 2026 @ 5PM EST. The subject line should read: Questions to RFP-27-0039 [Executive Search Firm RFP]. No further questions will be accepted after this date. Responses will be posted no later than November 24, 2025 by 5 PM EST.

Letter of Interest

All Vendors interested in submitting a proposal under this Solicitation may notify NeighborWorks at Tiera Day, tday@nw.org, Cc: procurement@nw.org no later than November 16, 2026 at 5 PM EST. The subject line should read: Intent to Propose RFP-27-0039 [Executive Search Firm 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.

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).

Criteria	
Firm Qualifications and Experience	40%
Technical Approach and Methodology	40%
Proposal Quality	10%
Cost	10%
Overall Evaluation:	100%

NeighborWorks reserves the right, in its sole discretion, to request clarifications of any proposal, conduct interviews or demonstrations, and engage in discussions with one or more offerors for the purpose of evaluating proposals, resolving ambiguities, obtaining additional information, or facilitating its review process. Any such communications will be conducted in a manner consistent with applicable procurement requirements and the principles of a fair, full, and open competition. Nothing in this provision obligates NeighborWorks to seek clarifications from, or engage in discussions with, any offeror, nor shall any clarification process permit an offeror to materially modify its proposal except to the extent expressly requested by NeighborWorks.