



Enterprise Community Partners, Inc.

Request for Qualifications (RFQ)

November 2024

PURPOSE & OVERVIEW

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Qualifications (RFQ) process to qualify firms and consultants to provide affordable housing organizational and portfolio sustainability technical assistance and training for the broader field and direct partner support in the Northeast, Southeast, West Coast, Midwest, Gulf Coast, Rocky Mountain, Pacific Northwest and MidAtlantic regions.

In response to market conditions impacting affordable housing developers and their portfolio financial and operational sustainability, Enterprise is relaunching a national Partner Sustainability program that leverages Enterprise's end to end platform of solutions, policy and capital, with the primary goal of undergirding organizational stability for housing providers and responsibly implementing strategies that stabilize and strengthen portfolios, real estate pipeline and the residents served.

As part of a multi-faceted approach, Enterprise will leverage in house expertise and consultant capacity to provide training, technical assistance and tools to help build capacity of affordable housing partners facing organizational and portfolio operational distress.

Qualifications must be submitted in SlideRoom, the submission portal for this funding opportunity.

- Register for a SlideRoom account: <https://enterprise.slideroom.com/#/login/register>
- Apply here: <https://enterprise.slideroom.com/#/permalink/program/81587/gl4lk6sMN3>

Qualification submissions will be collected on a rolling basis through December 31, 2024. It is encouraged to submit early as program development is underway.

Questions about this RFQ should be directed to Ashley Blake and Haley Hodge via the following emails: ablake@enterprisecommunity.org and hhodge@enterprisecommunity.org



Contents

About Enterprise	3
Overview	4
Description of Services.....	4
Budget.....	5
Submission Requirements.....	5
Selection Criteria.....	10
Timeline: Key dates	11
Submission Instructions	11
Attachments.....	14



About Enterprise

Enterprise is a national nonprofit on a mission to make home and community places of pride, power and belonging for all. To make that possible, we operate the only organization designed to address America's affordable housing crisis from every angle: we develop and deploy programs and support community organizations on the ground; we advocate for bipartisan policy at every level of government; we invest capital to build and preserve rental homes people can afford; and we own, operate, and provide resident services for affordable communities. All so that people not only make rent, they build futures. With this end-to-end approach, over 40 years of experience and thousands of local partners, Enterprise has built and preserved over 1 million affordable homes, invested \$72 billion in communities in all 50 states, and changed millions of lives.

Our recently launched Partner Sustainability program undergirds Enterprise's commitment to strengthening the community development and affordable housing ecosystem, through a focus on organizational and portfolio sustainability support to mission-aligned non-profit and for-profit housing developers.

Ongoing economic uncertainty continues to affect the real estate industry as a result of a myriad of challenges, including general rental market disruption, residents' ability to pay rent, the financial viability of sponsors, funding for services, staffing challenges and the potential for delays and cost overruns in construction projects. Specifically:

1. Severe construction closing and delivery delays are rampant due to high-interest rates, material cost escalation, supply chain issues, and permitting delays.
2. Projects are having a harder time meeting stabilization requirement due to operating expense inflation and tenant receivable challenges, keeping partners under unlimited guarantees longer.
3. Insurance continues to be a huge challenge across the industry, leading many projects to have increased exposure to risk and/or exorbitant costs, including but not limited to deductibles upward of \$100K.
4. Skilled staff recruitment and retainment is deeply impacting organizational performance and stability.

These challenges have created an unsustainable environment for a number of partners, some of whom require deep support from Enterprise in order to maintain their operations. Moreover, to achieve a vision where everyone has an affordable place to call home, and households can realize a foundation for dignity, health, education, wealth and community, we must prioritize our partners' organization stability and growth, activate real estate pipelines and strengthen portfolios.



Overview

Enterprise has initiated a Request for Qualifications (RFQ) process to qualify and identify firms and consultants to provide organizational and portfolio sustainability support to non-profit and for-profit affordable housing developers across the country in the Northeast, Southeast, Midwest, Gulf Coast, Mid-Atlantic, Rocky Mountain, Pacific Northwest and West Coast regions. Our approach will be for the broader field and directly with housing partners.

Description of Services

Enterprise is looking for qualified firms and consultants who have exceptional subject matter expertise on various aspects of affordable housing operational sustainability and portfolio stabilization including one or more of the following areas:

- Organizational Assessments
- Strategic/Business Plans
- Board Governance Plans and Procedures
- Budget Planning and Cash Flow Projections
- Affordable Real Estate Development and Preservation
- Affordable Housing Finance Training and Tools
- Property Management Action Plans and Tools
- Asset Management Action Plans and Tools
- Portfolio Assessments and Action Plans
- Responsible Portfolio Disposition Strategies
- Year 15 Exit Strategies
- Insurance Strategies
- Staff recruitment, training and retainment plans
- Security and Public Safety assessments and action plans
- Policy background, or at least awareness of market trends that may affect financial performance (e.g. collections, market-specific regulations, landlord-tenant court policies, insurance, etc.)

Relevant to these areas of expertise, Enterprise may engage consultants in one or more of the following ways to deliver technical assistance:

- Direct partner support: Deliver TA and advisory services to organizations individually



- Broader field support: Plan, produce curriculum and deliver virtual and or in-person training and/or
- Develop content (e.g. templates, guides, and interactive tools)

In addition to experience in one or more of the above qualifications, consultants must be able to provide examples of project success when applying their subject matter expertise in similar settings; documented processes for evaluation of their own work; sound judgment; and a track record of conscientious and timely communication with clients.

Consulting assignments may sit with Enterprise or with partner organizations directly.

Budget

Through this RFQ, Enterprise is seeking to qualify multiple contractors, with funding amounts, engagement type, geography and other details to be confirmed after qualifications are reviewed.

Applicants should list current hourly rates in the Pricing section below. In addition, please share specific considerations related to engagement minimums, maximums, ability to deliver on fixed price contracts, and general reimbursement requirements.

A scope of work and budget will be developed with each assignment. Enterprise will utilize a combination of resources, both private and federal, to accomplish the goals outlined within the RFQ. Organizations that receive a federally funded contract must adhere to the associated federal requirements that govern the use of the funds as outlined on page 10.

Federal funding to support these efforts is available from the U.S. Department of Housing and Urban Development's Section 4 Capacity Building for Community Development Program (Section 4). If Section 4 resources are associated with any consultant assignment, the following costs may be supported: direct labor that adheres to the rate limits established for the Section 4 program, travel or other direct expenses related to the project assignment. Travel costs must adhere to Federal Per Diem Rates - www.gsa.gov/perdiem

Submission Requirements

GENERAL INFORMATION

1. Organization/Consultant Name
2. Tax Identification # (do not list Social Security #s)
3. Address
4. City
5. State



6. Zip Code
7. Primary Contact Person
8. Primary Contact Phone Number
9. Primary Contact Email Address
10. Secondary Contact Person Name, if applicable
11. Secondary Contact Phone Number, if applicable
12. Secondary Contact Email Address, if applicable
13. Website
14. Please let us know if your organization meets any of the following federal, state or local government-issued designations.
 - Native American-Owned
 - Minority Business Enterprise
 - Disadvantaged Business Enterprise
 - Women-Owned Business Enterprise
 - Small Business
 - Veteran-Owned small business
 - Service-disabled veteran-owned small business
 - SBA certified small disadvantage business.
 - SBA certified 8(a) firm
 - SBA certified HUBZone firm
 - List other federal, state or local government-issued designations.

Only current and certified designations from a unit of government in the United States of America should be included. Please be sure to list the full and correct name of each designation.
15. Select the geographic regions where you perform services [drop down]
 - Gulf Coast
 - Mid-Atlantic
 - Midwest
 - Northeast
 - Pacific Northwest
 - Rocky Mountain
 - Southeast
 - West Coast
16. Upload Certificate of Good Standing
17. Does your organization have a current account in the System for Award Management (SAM)? [Yes/No]



NOTE: If your organization is recommended for an award, it must have a current SAM account and provide supporting documentation to verify the status before Enterprise will issue an agreement. SAM must remain active throughout the life-cycle of the contract. In addition, organizations cannot have active exclusions or delinquent federal debt and may not be currently debarred, suspended, proposed for debarment or declared ineligible for awards by any federal agency. For questions on registering visit www.sam.gov

- a. If yes, please include your Unique Entity Identification number (UEI) and SAM.gov Expiration Date (format MM/DD/YY)

AREAS OF EXPERTISE

1. Select your primary areas of expertise. Select all that apply from the list below.
 - Organizational Assessments
 - Strategic/Business Plans
 - Board Governance Plans and Procedures
 - Budget Planning and Cash Flow Projections
 - Affordable Housing Finance Training and Tools
 - Property Management Action Plans and Tools
 - Asset Management Action Plans and Tools
 - Portfolio Assessments and Action Plans
 - Responsible Portfolio Disposition Strategies
 - Year 15 Exit Strategies
 - Insurance Strategies
 - Staff recruitment, training and retainment plans
 - Security and Public safety Assessments and action plans
 - Policy background, or at least awareness of market trends that may affect financial performance (e.g. collections, market-specific regulations, landlord-tenant court policies, insurance, etc.)
 - Other (describe)

2. Please select any elements below that describe you or your senior leadership team's experience. Check all that apply.
 - Five years or more of experience of working in areas of Affordable Housing organizational business operations
 - Five years or more of experience of working in areas of Affordable Housing real estate pipeline development and or portfolio operations
 - Five years or more of experience in community development in urban and or rural communities.



3. In a short narrative (less than 500 words), describe your organization's expertise in the areas you selected above, including years of experience, deliverables, partners you've engaged, and professional certifications.
4. Which regions are you interested and experienced working in? Applicants may select one, multiple or all geographies for consideration. Local residency is not required although travel may be needed on a case-by-case basis, as approved by Enterprise. Consultant expertise should be applicable to chosen geography.
 - Gulf Coast
 - Mid-Atlantic
 - Midwest
 - Northeast
 - Pacific Northwest
 - Rocky Mountain
 - Southeast
 - West Coast
5. Please confirm your organization's interest in being considered for consulting opportunities with affordable housing developers, both for-profit and non-profit for operational sustainability and portfolio stabilization.
6. Attach resumes of key personnel.
7. Would you like to provide additional information demonstrating your expertise, such as project samples or additional narrative information? [Yes/No]
By answering yes, you have the option to upload up to two (2) documents to further demonstrate your organization's expertise.
 - File attachment #1
 - File attachment #2
8. Please include at least two references with the following information: Organization Name, Organization Contact, Title, Email and Phone Number.

PRICING

1. List your current labor rates for primary positions. Note that any future increase in labor rates will require a new RFQ submission.
2. Are your labor rates above average within your field? [Yes/No]
 - a. If you selected "Yes", please provide an explanation of above average rates.
3. Upload full rate sheet, if applicable.
4. Please confirm that your organization has reviewed the applicable Federal Requirements included in the RFQ beginning on page 10 and if selected, can adhere to them if awarded a contract funded with federal dollars. [Yes/No]



5. If your organization is contracted to perform services, will it be able to provide a Certificate of Insurance that meets the requirements as described in Attachment 2 of the RFQ. [Yes/No]

TERMS & CONDITIONS

Enterprise's Standard Terms and Conditions are included with the RFQ document and should be reviewed in full prior to submitting your application. By selecting "Yes" to question 1 below, you commit to the terms and conditions outlined in the RFQ. Requests for exception to any terms or conditions must be submitted within this section. Additional terms, provisions and conditions may apply based on the public or private funding source, such as Attachment 2 for Washington, DC based engagements.

1. Do you agree to Enterprise's Standard Terms and Conditions?
2. If you selected "No" to question 1, please list your exceptions in the table below:

FEDERAL REQUIREMENTS

Federal funding for this opportunity is made available through the U.S. Department of Housing and Urban Development's (HUD) Section 4 Capacity Building for Community Development and Affordable Housing Program (Section 4).

The purpose of the Section 4 Program is to enhance the technical and administrative capacity of community development corporations (CDCs) and community housing development organizations (CHDOs) to carry out community development and affordable housing activities that benefit low- and moderate-income families and persons (80% AMI or <). Beneficiaries of Section 4 assistance must be CDCs and CHDOs.

Organizations selected for an award funded with Section 4 dollars, must adhere to the following federal requirements:

System for Award Management (SAM)

SAM is a free web site hosted by the federal government that consolidates the government-wide award reporting systems into one system. SAM streamlines processes, eliminating the need to enter the same data multiple times, and consolidates hosting to make the process of doing business with the government more efficient.

All contractors receiving federal funds through Enterprise must provide documentation to confirm they have an active account in SAM. To receive an award, contractors must not have active exclusions or delinquent federal debt and may not be currently debarred, suspended, proposed for debarment or declared ineligible for awards by any federal agency. SAM must remain active throughout the lifecycle of the award from Enterprise.



Information on how to create a user account is found at <https://www.sam.gov/SAM/>.

Federal Funding Accountability and Transparency Act (FFATA)

Contractors must comply (as applicable) with FFATA and provide necessary information to enable Enterprise to comply with FFATA reporting requirements. Please visit <http://www.frs.gov> for more information.

High-Rate Limitation

Section 4 program funds may not be used, directly or indirectly, to pay or provide reimbursement for payment of salaries at more than the “unloaded” hourly equivalent of the rate paid for the OPM General Schedule Grade 15, Step 10 (based on the locality of the consultant, contractor, or subrecipient’s primary work address) without prior written approval from Enterprise and HUD. For more information on OPM's General Schedule, please see the Office of Personnel Management (OPM) website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2023/DCB.pdf>.

Additionally, Section 4 program funds may not be used, directly or indirectly, to pay or provide reimbursement for payment of the salaries at more than the “loaded” rate of \$150 an hour without prior written approval from HUD. If the grantee believes there is sufficient need or cause for hiring a contractor or subrecipient at a high rate, it may submit a request to HUD and a written justification for review and consideration, and it must receive HUD’s approval prior to commencing services with the high-rate contractor, consultant, or subrecipient. In all cases, the Grantee must receive approval from Enterprise and HUD before commencing any Section 4 program work with a high-rate contractor or subrecipient.

Selection Criteria

Applicants will be evaluated on the below criteria:

1. Subject matter expertise and key personnel capabilities.
2. Ability to produce quality materials as evidenced by submitted work samples.
3. Reasonableness of rates in relation to respondent’s skills and experience.

Enterprise will make efforts to utilize and prioritize small businesses, minority-owned firms, and women’s business enterprises.

As we work across different communities, we are committed to prioritizing the staffing of programs with consultants that reflect the diversity of the communities we serve. In addition, Enterprise may contact references to confirm quality of work and a history of responsiveness and good communication skills.



Upon qualification, contractors will be issued a Master Contract and be placed on Enterprise's contractor roster. Project deliverables and timelines shall be detailed for each individual scope of work. Contractors will be issued Task Orders for services awarded to them.

Timeline: Key dates

Qualification submissions will be collected on a rolling basis through December 31, 2024. It is encouraged to submit early as program development is underway.

Consulting opportunities and selection for program support will be an ongoing process aligned with program development starting 4Q24.

Some applicants may be selected for an Award of Master Contract. Note: The Master Contract does not obligate Enterprise to retain a contractor for any award. The Master Contract places the organization on Enterprise's contractor roster for at least three years. As the need for a contractor arises from the Partner Sustainability and Growth Programs, Enterprise will invite qualified contractors to provide price quotations on specific scopes of work through verbal/written solicitation.

Submission Instructions

Applicants must submit full proposals through SlideRoom, the online system used to collect submissions for this opportunity. **To start your application, click on this link:**
<https://enterprise.slideroom.com/#/permalink/program/81587/gl4k6sMN3>

Qualification submissions will be collected on a rolling basis through December 31, 2024. It is encouraged to submit early as program development is underway.

Questions about this RFQ should be directed to Ashley Blake and Haley Hodge via the following emails: ablake@enterprisecommunity.org and hhodge@enterprisecommunity.org

IMPORTANT: SlideRoom automatically saves Applicants' work as they go. That means the work will be saved even if an Applicant loses their internet connection or has computer problems. Applicants can log in and out as often as needed to complete their proposal. However, once an Applicant submits their application, they cannot return to make any edits. Submissions received outside of SlideRoom or after the deadline will not be accepted.

All costs incurred in the preparation of a response to this RFP are the responsibility of the applicant and will not be reimbursed by Enterprise.

By submitting a proposal, an applicant commits to the terms and conditions outlined in this RFP. Requests for exceptions to any terms or conditions must be submitted with the proposal.



Enterprise reserves the right to deny requests for exception to any terms and conditions. Requested exceptions will be factored into Enterprise's consideration of award. Additional funder provisions may be included in final awarded Task Orders, if necessary.

Please note the following:

Right to Reject

Enterprise reserves the right, in its sole discretion, to reject any and all responses received in response to this RFR. A contract for the accepted response will be based upon the factors described in this RFP.

Small Businesses, Minority-Owned Firms, and Women's Business Enterprises

Enterprise will make efforts to utilize small businesses, minority-owned firms, and women's business enterprises.

Confidentiality

If the applicant deems any materials submitted to be proprietary or confidential, the applicant must indicate as such in the relevant section(s) of the response.

Notification of Selection and Timeline

All respondents will be notified of this Master Contract Award and subsequent Task Orders within 30 business days.

Enterprise may arrange for interviews with certain applicants for further discussion and consideration of their application.

Conflict of Interest

The applicant must disclose, in an attachment to their qualifications, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the submitted qualifications, the applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the applicant, the applicant's employees or their families' business or financial interests ("interests") and the services provided under the contract. In the event of any change in either interests or the services provided under the contract, the applicant will inform Enterprise regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to Enterprise's satisfaction or the applicant may be disqualified from consideration under this RFQ. "Conflict of interest" shall include, but not be limited to the following:

- Giving or offering a gratuity, kickback, money, gift, or anything of value to an Enterprise official, officer, or employee with the intent of receiving a contract from Enterprise or favorable treatment under a contract;



- Having or acquiring at any point during the RFQ process or during the term of the contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with applicant's performance of its duties and responsibilities to Enterprise under the contract or otherwise create the appearance of impropriety with respect to the award or performance of the contract; or
- Currently possessing or accepting during the RFQ process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.



Attachments

Attachment 1: Enterprise Standard Terms & Conditions

All capitalized terms used herein, unless otherwise specifically defined in these Master Contract Terms and Conditions, shall have the meanings ascribed to them elsewhere in the Contract (e.g., on the face sheet). For purposes of these Master Contract Terms and Conditions, a “Task Order” shall mean each separately documented agreement between Enterprise and Contractor that outlines specific services to be performed by Contractor under the Master Contract (each, the “Scope of Work”). These Master Contract Terms and Conditions apply to, and are considered part of, each and every Task Order under the Master Contract.

1. Conditions to Contracting. As a condition to this Contract being effective, Enterprise must have received (a) a completed and signed W-9 form with a Contractor name that matches the Contractor name on this Contract, (b) ACH or other payment information with an account or payee name that matches the Contractor name on this Contract, (c) a certificate of insurance (ACORD 25) evidencing that Contractor has the insurance coverage required in Attachment 2 (unless otherwise approved in writing by Enterprise), and (d) this Contract signed by all parties. Enterprise reserves the right to require additional insurance of a particular nature based on the Scope of Work for a Task Order.
2. W-9 Form / Federal Tax Identification Number / Name Change.
 - a. Contractor certifies that the W-9 form submitted to Enterprise for this Contract is the current W-9 form for Contractor. Payment will be made payable to the Contractor name and Federal Tax Identification number on the W-9 form. Contractor hereby agrees to notify Enterprise immediately upon any change of information on Contractor’s W-9 form.
 - b. In the event Contractor desires a name change for this Contract, for any Task Order or for any payment method because of Contractor’s name change, merger, or other circumstance, Contractor must promptly notify Enterprise in writing of the name change. Enterprise will then work with Contractor to obtain the applicable documentation needed by Enterprise to make the change for this Contract and any future Task Orders. Any name change will be implemented through a Contract amendment signed by Enterprise and Contractor. No payments will be made in a different name without the name change process being completed, including the Contract amendment. If Contractor desires to assign this Contract, see the Section on “Delegation; Assignment” in these Standard Terms and Conditions.
3. Scope of Work and Contractor’s Performance.
 - a. Contractor’s performance must be in accordance with the Scope of Work attached to each Task Order. Contractor shall render its services in accordance with generally accepted professional standards and practices utilized by persons engaged in providing services of a like nature and complexity and as otherwise required by the deliverables set forth in each Scope of Work (the “Deliverables”) and standards set by this Contract and each Task Order. If the performance of



the Scope of Work or the quality of the Deliverables does not meet the obligations contained in this Contract or the Task Order, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies. In the instance of poor performance or lack of quality of Deliverable, Enterprise will make good faith efforts to resolve issues with the Contractor prior to proceeding with termination rights or exercising other remedies.

- b. Unless otherwise explicitly approved by Enterprise, Contractor may not engage in lobbying or political activities under this Contract or any Task Order. Generally, lobbying is defined as communications with a legislator or an employee of a legislative body for the purpose of influencing legislation, and the communication refers to a specific piece of legislation and expresses a view on that legislation. Lobbying is further defined as any attempt to influence specific legislation by encouraging the public to contact legislators about that legislation. See Treasury Regulations § 56.4911-2. Political activities are defined as participating or intervening in any political campaign on behalf of (or in opposition to) any candidate for public office. See Internal Revenue Code Section 501(c)(3).
4. Benefits/Insurance. Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, commercial general liability and other insurance coverage, for Contractor or employees of Contractor. Contractor assumes full responsibility for the provision of all such insurances and fringe benefits for Contractor and all of Contractor's employees. Contractor maintains, and must maintain throughout the term of this Contract, the insurance coverages as set forth on Attachment 2 (unless otherwise approved in writing by Enterprise) or as otherwise requested by Enterprise for a Task Order.
5. Ownership of Deliverables. Contractor hereby agrees and acknowledges that all Deliverables and other documents generated, developed or produced by Contractor under the Scope of Work of any Task Order and the copyrights thereto, are the sole and exclusive property of Enterprise (collectively, the Deliverables and other documents, the "Work Products"). Contractor must not reproduce, publish or otherwise use the Work Products or any portion thereof, or allow others to reproduce, publish, or otherwise use the Work Products or any portion thereof, without the prior written consent of Enterprise. Contractor retains all rights of ownership and use over any form documents, models or training materials that are developed independently by Contractor in the normal course of its business and are adapted by Contractor to create the Work Products.
6. Use of Enterprise's Intellectual Property. Contractor shall not use Enterprise's name, logo, trademarks, or any other Enterprise-owned intellectual property for any reason, without the prior written consent of Enterprise.
7. Confidential Information.
 - a. "Confidential Information" is information which a party (the "Disclosing Party"), has identified as confidential or that reasonably should be understood to be confidential given the name of the information and circumstances of disclosure, including, but not limited to: borrower, grantee, subcontractor/contractor or client/customer information; information regarding the Disclosing Party's financial and strategic planning; Personally Identifiable Information (as defined



herein); information regarding the Disclosing Party's staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing or orally imparted. The other party (the "Receiving Party") hereby agrees that it will not disclose or divulge the Disclosing Party's Confidential Information or any part thereof to any other person or entity (except to its employees, officers, directors or others who need to have access to the Confidential Information to complete a Scope of Work (each, a "Receiving Party's Representative") or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the Disclosing Party. In the event of disclosure to the Receiving Party's Representative, the Receiving Party is responsible for any breach of confidentiality by the Receiving Party's Representative.

- b. Upon the request of the Disclosing Party or upon the expiration, cancellation or termination of this Contract or any Task Order, the Receiving Party shall promptly deliver to the Disclosing Party all documents or other materials in the Receiving Party's possession, and all copies thereof, constituting or containing Confidential Information.
 - c. For purposes of this Contract, "Confidential Information" shall not include the following: (1) information which is or becomes publicly available without fault on the part of the Receiving Party disclosing such information; (2) information which is already in the Receiving Party's possession prior to the effective date of this Contract and is not otherwise Confidential Information; (3) is independently developed by the Receiving Party outside the scope of this Contract and without references to Confidential Information; (4) is rightfully obtained by the Receiving Party (and not through the Disclosing Party) from third parties who are not known to the Receiving Party to be subject to a confidentiality obligation and does not otherwise constitute Personally Identifiable Information; or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, provided, however, that the party served ("Party Served") with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other party may seek an appropriate protective order or waive compliance with the provisions of this Contract.
 - d. This Section will survive completion, expiration, cancellation or termination of this Contract or any Task Order.
8. Personally Identifiable Information. Contractor represents, warrants and covenants that, as of the date of this Contract and for the duration of the Period of Performance, Contractor has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein), if any, disclosed under this Contract or any Task Order; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction; and (iii) compliant with any applicable state and territory regulations.

Personally Identifiable Information shall be defined as any information pertaining to an individual that can be used to distinguish or trace a person's identity such as name, email address, home address and phone number. Personally Identifiable Information includes the



following, it being understood that this list is not exhaustive and may be defined otherwise under the laws of the applicable jurisdiction:

- Social Security Number—inclusive of the entire number of the last 4 digits;
- Driver’s License Number or State ID Number;
- Passport Number;
- Alien Registration Number;
- Financial account numbers;
- Email addresses;
- Phone numbers;
- Image;
- IP address;
- Mother’s maiden name; and/or
- Any such information as would reasonably be expected to have the same protection as the foregoing examples in Contractor’s industry.

Contractor agrees to keep all Personally Identifiable Information physically within the borders of the United States and the United States Territories. In the event Contractor stores its data outside of the United States and the United State Territories, Contractor (1) must notify Enterprise in writing of such data storage arrangement, including the country, territory or jurisdiction where stored; and (2) represents, warrants and covenants that Contractor (and its data storage contractor(s), if any) is compliant, and shall remain compliant during the Period of Performance, with the Global Data Protection Regulation or any other international privacy laws for data protection that are in force in the country, territory or jurisdiction in which the data is stored. Contractor shall remain liable to Enterprise for the full performance of all obligations under this Section, notwithstanding any arrangement with a data storage contractor.

Contractor shall notify Enterprise of any discovery of a breach of any Personally Identifiable Information security procedures as quickly as possible without unreasonable delay and in no event later than thirty (30) days from the discovery of the breach.

This Section will survive completion, expiration, cancellation or termination of the Contract or any Task Order.

9. Information Security and Audits. Contractor certifies that it is in compliance with industry-recognized standards for information security that are applicable for Contractor’s line of business and the tasks associated with each Scope of Work. Contractor shall conduct, at its own expense, regular audits of its information security program in accordance with such standards. In addition, upon request of Enterprise, and no more than once per calendar year unless a security incident has occurred, Contractor shall provide Enterprise with a copy of its most recent independent information security audit report, including, if Enterprise requests, a SOC2 (Service Organization Control Type 2) or equivalent report. If Contractor is not required by law or industry regulations to obtain and maintain an independent information security audit report, Enterprise in its sole discretion can request either: (i) an internal self-assessment audit report based on recognized industry standards; or (ii) a completed Enterprise Third-Party Vendor Management Questionnaire. Enterprise will treat the copy of any such audit as Contractor’s “Confidential Information” as defined by these Master Contract Terms and Conditions and will



hold it in accordance with the confidentiality provisions of these Master Contract Terms and Conditions.

10. Return of Documents. Upon Enterprise's request upon the completion, expiration, cancellation, or termination of this Contract or any Task Order, subject to payment of all rightfully due compensation, Contractor must deliver or, with Enterprise's consent, destroy all records, notes, data, memoranda, models and equipment, of any nature, that are in Contractor's possession or under Contractor's control and that are Enterprise's property or relate to Enterprise's business (the "Enterprise Materials") and destroy any Enterprise Materials that cannot be delivered back to Enterprise, including, without limitation, Personally Identifiable Information. Contractor may retain Enterprise Materials if required by applicable law, regulation or documented Contractor archival policy or as otherwise authorized or instructed by Enterprise. Upon request of Enterprise, Contractor shall deliver to Enterprise a certificate executed by an officer of Contractor certifying that all Enterprise Materials have been delivered to Enterprise, destroyed or otherwise managed in accordance with this Contract.
11. Right to Audit/Record Retention. Contractor must keep for a minimum of three (3) years from the end date of the Period of Performance of this Contract (a) accurate documentation in connection with the applicable Scope of Work to be performed under each Task Order, and (b) a legible set of books of account in accordance with generally accepted accounting principles. To the extent allowed by law, Contractor's documentation and books of account shall be open for inspection by Enterprise or its auditors with reasonable prior notice to Contractor to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed. Notwithstanding the foregoing, in the instance of a Task Order under a fixed price compensation structure, books of account will not be audited.
12. Compliance with Laws. Contractor shall comply with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to it or the services being provided under this Contract or any Task Order, including without limitation, the data privacy laws of any state in which Contractor shall be providing such services. Contractor shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Enterprise.
13. Non-Discrimination. Enterprise and Contractor and all Contractor's subcontractors shall abide by regulations that prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
14. Compliance with Premises Rules, Practices and Policies. When Contractor or its subcontractor or other agent or representative is physically present on any property of Enterprise in the performance of any Scope of Work, Contractor shall make reasonable efforts to cause its employees, subcontractors or other agents or representatives to become aware of, and be in full compliance with, the property owner's rules, practices, and policies. For example, each person must comply with all applicable rules regarding Covid-19 or other health-related protocols, safety, smoking, noise, access restrictions, parking, security, and consideration for



minors (persons under age 18). Contractor is responsible for any breach of this Section by its employees, subcontractors or other agents or representatives.

15. Representations; Warranties; Covenants. Contractor represents, warrants and covenants as of the effective date of this Contract and the effective date of each Task Order that:
- a. Contractor, if it is an entity, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation; if Contractor is an entity and is performing work in a state that is different than the state in which Contractor was organized (the "Foreign State"), Contractor is qualified as a foreign entity to perform work in the Foreign State;
 - b. Contractor has full power, authority and legal right to execute, deliver and perform the obligations of this Contract or any Task Order;
 - c. All authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for Contractor to perform this Contract or any Task Order have been obtained and are, and will remain during the Period of Performance of this Contract or any Task Order, in full force and effect and are available to Enterprise upon request;
 - d. This Contract and each Task Order constitute a legal, valid and binding obligation, enforceable against Contractor in accordance with its terms;
 - e. Contractor has no direct or indirect interest, whether said interest be personal or financial, that would conflict in any manner or degree with the awarding of or performance of this Contract or any Task Order; that no trustee, director, officer or staff member of Enterprise has any actual or potential involvement, interest or relationship in Contractor, either directly or indirectly, whether said interest be personal or financial, and whether such interest arises by way of a corporate entity, partnership, or otherwise; and Contractor shall immediately notify Enterprise in writing of any potential conflict of interest or any relationship or actions that might give the appearance that a conflict of interest exists.
 - f. Contractor represents that it has not knowingly employed individuals or contributed funds to organizations that support terrorism or that are found on any terrorist-related list promulgated by the U.S. Government, the United Nations, or the European Union, including the U.S. Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List. Contractor will not use funds provided under this Contract or any Task Order, directly or indirectly, in support of activities (i) prohibited by U.S. laws related to combatting terrorism; (ii) with or related to parties on the List of Specially Designated Nationals or (iii) with or related to countries against which the U.S. maintains a comprehensive embargo, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by Enterprise in its sole and absolute discretion. Further, Contractor represents that it is not the target of economic or trade sanctions, and Contractor will immediately inform Enterprise if Contractor becomes the target of economic or trade sanctions, including any ownership or control of Contractor by one or more persons on the List of Specially Designated Nationals.



16. Termination.

- a. Termination by Mutual Agreement. This Contract or any Task Order may be terminated at any time by mutual written agreement of Enterprise and Contractor. Such agreement shall specify the termination details including, but not limited to, the termination date, process for submission of completed or unfinished Deliverables, process for return or other disposition of Enterprise Materials, the amount of any mutually-negotiated payment, and, if applicable, the return of amounts advanced to Contractor prior to the termination date for future performance rendered impracticable by termination of this Contract. All obligations which were to be performed as of the termination date are discharged but any right based on prior breach of performance survives.
- b. Termination for Cause. If one or more of the events set forth in this subsection occurs, Enterprise may suspend or withhold payment to Contractor or terminate this Contract or any Task Order and Enterprise may proceed to protect its rights hereunder and seek to compel compliance by Contractor with the terms herein by suit at law or in equity for specific performance of any covenant, term or condition hereof:
 - i. Contractor fails to complete any Scope of Work by the end of a Task Order's Period of Performance;
 - ii. Contractor fails to deliver any Deliverable or other report required under this Contract or any Task Order when such Deliverable or report is due and such failure continues unremedied for a period of thirty (30) days after Contractor has received written notice from Enterprise specifying such failure; and/or
 - iii. Contractor fails to observe or perform any other material term, covenant or condition contained in this Contract or any Task Order and such failure continues unremedied for a period of thirty (30) days after Contractor has received written notice from Enterprise specifying such default and requiring it to be remedied or, if such failure is not reasonably capable of being remedied within such 30day period, Contractor has not commenced remedial action and is not proceeding with diligent efforts to remedy such failure.

17. Force Majeure.

- a. No party shall be liable hereunder for any failure or delay in the performance of its obligations under this Contract or any Task Order if such failure or delay is on account of a Force Majeure Event. A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of this Contract or any Task Order impracticable or impossible under the law, in which event the nonperforming party shall be excused from its obligations for the period of the delay.

- b. Each party maintains an express duty to minimize the disruption caused by a Force Majeure Event, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure Event. Should a Force Majeure Event delay Contractor's completion of the Deliverables and performance commitments, Contractor may be entitled to an extension for the time for completion subject to any supporting funding requirements. Any extension must be approved in writing by Enterprise. Should a Force Majeure Event prevent Contractor from completing Deliverables or performing commitments under this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, Contractor and Enterprise shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust Deliverables or performance commitments as needed to continue the provision of services during the Force Majeure Event.
18. Use of Subcontractors. If Contractor retains a subcontractor to perform any portion of any Scope of Work, Contractor must first request written approval from Enterprise, such approval not to be unreasonably withheld or delayed. Any such subcontractors must agree in writing to be bound by the terms and conditions of this Contract that apply to the subcontractor's scope of work and deliverables, including but not limited to, Confidentiality, Personally Identifiable Information, Return of Documents, Right to Audit/Record Retention, Non-Discrimination, Compliance with All Laws, and Compliance with Premises Rules, Practices and Policies.
19. Indemnification.
- a. Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its affiliates, officers, directors, employees and agents (the "Indemnified Parties") from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney's fees or loss), relating to or arising out of any third party claims resulting from (a) any breach or alleged breach of any representation or warranty contained in this Contract or any Task Order, (b) any breach or alleged breach of any covenant or other obligation or duty of the Indemnifying Party under this Contract, any Task Order or under applicable law, (c) any infringement of intellectual property, or (d) the gross negligence or willful misconduct of the Indemnifying Party, its affiliates, officers, directors, employees, and agents.
- b. The Indemnified Party (i) must make good faith efforts to provide timely written notice to the Indemnifying Party of any claim for which indemnification is sought, (ii) permits the Indemnifying Party to fully control the defense of any such claim, provided, however, the selection of counsel requires the Indemnified Party's written consent, such consent not to be unreasonably withheld; (iii) permits the Indemnifying Party to negotiate a settlement, provided, however, to the extent any settlement does not release the Indemnified Party from any and all liability, or admits liability, guilt or fault on the part of the Indemnified Party requires the Indemnified Party's written consent, such consent not to be unreasonably withheld, and (iv) provide reasonable assistance, at the Indemnifying Party's expense, in the defense of such claim as requested.
- c. The obligations of this Section shall survive the completion, expiration, cancellation or termination of this Contract or any Task Order.



20. Limitation of Liability.

- a. Limitation on Liability by Type. Neither party will be liable to the other party for any indirect damages (including incidental, special or consequential) or punitive damages unless said liability arises from (i) the Confidentiality provisions set forth in this Contract; (ii) the Personally Identifiable Information provisions set forth in this Contract; (c) the Indemnification provisions set forth in this Contract; or (d) a party's gross negligence or willful misconduct.
- b. Limitation on Liability Amount. Except for liability arising from (i) the Confidentiality provisions set forth in this Contract; (ii) the Personally Identifiable Information provisions set forth in this Contract; (iii) the Indemnification provisions set forth in this Contract or (iv) a party's gross negligence or willful misconduct, the aggregate liability of any Party arising in connection with this Contract, however caused, and on any theory of liability, including without limitation contract, strict liability, negligence and/or other tort, shall in no event exceed the amount of the Task Order associated with the liability.

21. Nonwaiver. The failure of either party in any instance to insist upon a strict performance of the terms of this Contract or any Task Order or to exercise any option hereunder must not be construed as a waiver or relinquishment for the future performance of such term or option.

22. Relationship of the Parties. Contractor is not an employee, partner, agent of or joint venturer with Enterprise for any purpose. Contractor is and will remain an independent contractor in its relationship to Enterprise pursuant to this Contract or any Task Order.

23. No Third-Party Beneficiaries. Nothing in this Contract or any Task Order, expressed or implied, is intended to confer upon any person other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Contract or any Task Order.

24. Amendment. Any Amendment to the provisions of this Contract or any Task Order must be in writing and executed by both parties. In the event an administrative change or correction that does not affect the rights and obligations of Contractor is needed by Enterprise or Contractor (e.g., change in contact information, address or other corrections) (an "Administrative Change"), Enterprise or Contractor, as applicable, will provide notice in writing (email sufficient) to the other party of such Administrative Change.

25. Delegation; Assignment. Contractor shall not delegate any duties or assign any rights under this Contract and its related Task Orders without the prior written approval of Enterprise, such approval not to be unreasonably withheld or delayed. In the event Contractor desires an assignment of this Contract and its related Task Orders, Contractor must send a written request to Enterprise and provide background information to support the request. If the assignment is approved, Contractor shall submit to Enterprise all information and documents required by Enterprise, including full legal name of assignee, updated W-9 and ACH/payment information for assignee, any internal assignment documents, or other applicable items. Upon assignment approval and receipt of all required documentation, this Contract and the related Task Orders will be deemed assigned. No payments will be made to an assignee without the approval and



documentation process being completed. For clarity, Contractor must be the same under this Contract and all related Task Orders.

26. Severability. If any provision of this Contract or any Task Order or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Contract or any Task Order that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.
27. Parties Bound. The terms and provisions of this Contract or any Task Order are binding upon the parties hereto, their legal representatives, successors and assigns.
28. Notice. Any notice which either party desires to provide the other party under this Contract or any Task Order must be sufficiently given, in writing and delivered to the party's address in this Contract or such other address as a party may specify in writing by (a) hand-delivery, (b) electronic mail, return receipt requested, (c) overnight courier, or (d) certified or registered first class mail, return receipt requested and postage prepaid. The notice shall be deemed to have been received: (a) if hand delivery, on the date of delivery if delivered during business hours on a business day (otherwise on the next business day), (b) if by electronic mail, on the date of delivery as stated on the return receipt; (c) if by overnight courier, the next business day; (d) if by mail, three (3) business days after mailing.
29. Entire Contract. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Contract or any Task Order, will be valid or binding; and this Contract or any Task Order may not be enlarged, modified or altered except in writing and signed by the parties, except for Administrative Changes.
30. Governing Law; Venue. This Contract and all related Task Orders must be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland exclusive of its conflicts of law rules. Contractor agrees that any litigation must be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and Contractor consents to the in personam jurisdiction of such courts. Contractor irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.
31. Waiver of Jury Trial. CONTRACTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION AS MAY BE SET FORTH IN THIS CONTRACT OR ANY TASK ORDER.
32. Counterparts. This Contract and all Task Orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
33. Electronic Signature. The use of an electronic signature ("E-Signature") by any party in executing this Contract or any Task Order shall constitute the legal equivalent of a manual or handwritten



signature as if the party signed this Contract or the Task Order in writing. No certification authority or other third-party verification shall be required to validate the party's E-Signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature(s), this Contract or any Task Order.



ATTACHMENT 2 - STANDARD INSURANCE REQUIREMENTS

ENTERPRISE COMMUNITY DEVELOPMENT, INC.

If Contractor is not certain about the insurance requirements, Enterprise suggests that Contractor provide this information directly to Contractor’s insurance provider to ensure exact coverage.

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated “A-” or higher in the AM Best Guide with a Financial Size Category of at least VI
- Named Insured must be Contractor’s full legal name
- Policy must be current, not expired, and include all endorsements
- ACORD 25 or other similar certificate must be signed by an authorized representative of the insurance carrier
- **Additional Insured (as required below) must appear as:**

**ENTERPRISE COMMUNITY DEVELOPMENT, INC.
 70 Corporate Center
 11000 Broken Land Parkway, Suite 700
 Columbia, MD 21044**

<p>Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Commercial General Liability Insurance</u></p> <ul style="list-style-type: none"> • in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate • naming Enterprise as an <u>Additional Insured</u> as listed above
<p>Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Professional Liability</u> (also known as Errors and Omissions coverage)</p> <ul style="list-style-type: none"> • in an amount not less than \$1,000,000 per claim
<p>Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor’s <u>Worker’s Compensation Insurance</u></p> <ul style="list-style-type: none"> • in amounts consistent with state statutory requirements for Contractor
<p>Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Auto Insurance</u></p> <ul style="list-style-type: none"> • in amounts not less than \$1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the Commercial General Liability policy • naming Enterprise as an <u>Additional Insured</u> as listed above

If Contractor does not carry the required insurance as listed above, Contractor must notify the Enterprise contact for the Contract to discuss options. Certificates evidencing such insurance must also be submitted to Enterprise as policies renew during the term of this Contract. Upon completion or termination of the Contract, Contractor should notify its insurance provider that it may cease sending evidence of such insurance to Enterprise.