**ENTERPRISE COMMUNITY PARTNERS, INC.**

**CONSULTANT REQUEST FOR PROPOSALS**

**NEW YORK STATE COMMUNITY LAND TRUST TRAINING SERIES**

**July 2023**

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# Overview

Enterprise Community Partners, Inc. (Enterprise) seeks consultants to undertake training and one-on-one technical assistance for the New York State Community Land Trust (CLT) Training Series with the support of Enterprise. This will be a comprehensive 12-month training and technical assistance program that aims to educate 15 CLTs, including volunteers, members, and staff to be well-versed in affordable housing finance and development and to meaningfully participate in housing development and operations. Through this initiative, we hope to:

1. Enable CLTs to be informed stakeholders in the development process by understanding the basics of the real estate acquisition process, financial modeling, physical assessment, construction cost estimating, and ongoing operations.
2. Strengthen knowledge of how to evaluate joint venture opportunities.
3. Strengthen volunteer/staff knowledge of affordable housing finance, development, and operations.
4. Foster community/resident empowerment by encouraging board members to participate in these sessions.

The training will be comprised of 12 monthly sessions from October 2023 until September 2024. The sessions will cover the technical aspects of affordable housing finance, development, and operations and will be geared to CLTs in different stages of experience and expertise. The selected consultant(s) for each session will be expected to develop the content of the training for participants, often in collaboration with Enterprise staff, as well as host up to one 90-minute office hour within two weeks of the training.

# Enterprise Background

Enterprise’s mission is to make home and community places of pride, power, and belonging and platforms for resilience and upward mobility. To make this possible, we develop and deploy programs and support community organizations on the ground; we advocate for nonpartisan policy at every government level; we invest capital to build and preserve rental homes people can afford; we own, operate, and provide resident services for affordable communities. Since 1982, Enterprise has raised and invested nearly $14 billion in equity, grants, and loans to help build or preserve 300,000 affordable rental and for-sale homes to create vital communities and more than half a million jobs nationwide.

At Enterprise, racial equity is at the center of our work. It’s how we dismantle the legacy of systematic racism in housing and close the growing racial wealth gap in America. Through our policy work, we place a racial equity lens on solutions for equitable outcomes, such as source-of-income protections, equitable land use decisions, property tax law and eviction prevention. Our advisory team promotes fair housing principles and socioeconomic development to achieve greater equity and inclusion for all people and their communities. And each of our impact areas and programs moves us toward our goal of advancing racial equity – by listening to and working together with our residents, employees, and partners, we are investing in the systemic changes we want to see in our country.

# Program Background

There are over 25 Community Land Trusts (CLTs) across New York State either in operation or at various stages of development. CLTs can play a meaningful role in preserving affordable housing, resisting displacement and gentrification, and building community wealth. CLTs might originate through government sponsorship, as subsidiaries of community development corporations, or from a community organizing effort.

Few CLTs have expertise navigating affordable housing development and operations. Many operate with limited or no full-time staff. This RFP focuses on identifying a consultant or consultants that can strengthen the knowledge of CLT members and staff on affordable housing finance and development. When equipped with the tools to understand development processes, analysis of joint venture opportunities, and housing operations considerations, CLTs will be better positioned to steward permanently affordable, resident-controlled housing.

# Overview of Sessions

The CLT Training is a 12-month program supporting approximately 15 CLTs across New York State. The training program will consist of 12 sessions, 120 minutes each, and some sessions may include optional post-session work to re-enforce material learned during the session and to strengthen organizational systems. In addition, office hours will be provided to participating organizations to facilitate peer sharing and help troubleshoot project or organization-specific issues.

Consultants may be selected for one or more sessions and will be responsible for developing and sharing the content as well as related resources for participants. The consultant may choose to apply to the session(s) that best align with their expertise.

The below section provides an overview of each session.

Trainings will take place the second Wednesday of every month (once a month;12 content specific sessions total). **Please note that these dates are tentative and can be flexible.**

1. **Fundamentals of Affordable Housing – Overview, Process, and Introduction to Financing Concepts:** In this session, participants will learn about the types of affordable housing, obtain an overview of the intersection between affordability levels and operating costs as well as understand the stages and process towards the rehabilitation/development of projects. This session will provide a high-level overview of the process, time and investments needed for multifamily projects, including site identification, pre-development financial closing, construction, and marketing.
   1. *What is affordable housing and what are the different models?*
   2. *High-level overview of ownership/tenure models*
   3. *High-level overview of the different roles of partners involved in development.*
   4. *High level overview of development and operating budgets associated with affordable housing projects.*
   5. *High level overview of the timeline and process involved in affordable housing development. E.g., site identification, development, resident engagement, financing closing, construction, and marketing/lease-up.*
2. **Affordable Housing Finance:** During this session, participants will learn about the costs of operating affordable housing, exercises on balancing sources and uses, developing operating expense sheets to maintain a building, setting sales prices or rents, and estimating mortgage loan calculations.
   1. *Overview of sample pro-formas*
   2. *Description of typical uses for rental and affordable homeownership projects*
   3. *Review of operating budgets and their relationship to setting rents and sale prices.*
   4. *Explore how changes in cost and revenue assumptions impact the ability to leverage debt (“stress testing”)*
   5. *Discussion of how construction costs, subsidies, and maintenance cost considerations relate to setting acquisition price for homeownership projects.*
3. **Stakeholders Involved in an Affordable Housing Project:** In this session, participants will learn about stakeholders in the space, what comprises a typical development team and what expertise should be built in. This session will include a panel of professionals. ***No consultant will be needed for this session – content will be developed by Enterprise staff.***
   1. *Who should make up your development team? Partner obligations and expectations.*
   2. *Collaboration with different actors that touch affordable housing development and what to consider in selecting your team (e.g., architects, engineers, lenders, public sector staff, brokers, legal, residents).*
   3. *What is the timeline for identifying these parties and at what point in the development process should you involve them?*
4. **Understanding Joint Ventures:** This session will cover how CLTs can best position themselves for joint ventures with traditional affordable housing providers and community-based organizations.
   1. *What is a joint venture (JV)?*
   2. *What are the different kinds of JV structures?*
   3. *What characteristics should be sought after in a JV partner?*
   4. *What are the different levers to consider in a JV negotiation?*
   5. *What are some common pitfalls?*
5. **Deeper Dive -Property Acquisition and Pre-Development Process & Costs:** In this session, participants will obtain an in-depth understanding of key documents that are needed to move forward with an acquisition, such as purchase contracts and lease agreements. Participants will also explore the difference between acquisitions of public versus private sites as well as what it means to work with land banks and other entities disposing smaller scale homes. In addition, this session will provide an overview of financing considerations to consider.
   1. *Introduction to appraisal reports; key information in the report; basics of appraisal methodology*
   2. *Discuss the different routes towards identifying and acquiring a site. (e.g., RFPs, community-identified, on the private market, land bank or tax foreclosure, expiring use/preservation opportunity).*
   3. *Public vs. private land – intro to zoning and concepts; what you need to know; looking at a zoning analysis.*
   4. *What are some pre-emptive steps that should be taken to assess the feasibility of acquisition?*
   5. *Considerations around occupied versus vacant properties.*
   6. *What are some key items that should be built or written into contracts and purchase agreements?*
6. **Deeper Dive - Construction and Rehabilitation Process & Costs:** In this session, participants will obtain knowledge in understanding (1) project design and engineering (2) navigating project approvals (e.g., City and County agency approvals) (3) performing due diligence, capital needs assessments, and translating these into rehab scopes and budgets (4) contractor selection and construction management.
   1. *Discuss the nuances and explore case studies for how design will vary by building type and might affect building costs (i.e., single family vs. multi-family).*
   2. *What are some of the best practices and common pitfalls during this process?*
   3. *What is the timeline of activities and how are they effected by different internal and external factors (e.g., permitting hold-up, change orders, supply chain issues, etc.).*
   4. *Who are the stakeholders involved in this process?*
7. **Financing Options and Sources for Acquisition, Pre-development, Construction, and Permanent:** This session will provide participants with an overview of potential private and public sources, and we will invite housing agency staff to present on state and city resources that are available to CLTs. In addition to highlighting local funding sources, this session will include examples from other parts of the country. ***No consultant will be needed for this session – content will be developed by Enterprise staff.***
8. **Resident Ownership Deep Dive Pt.1: Single family, Co-Ops:** This session will provide an overview of the main types of resident ownership models used by CLTs in New York, with a focus on the real estate. This will include:
   1. *Legal considerations (e.g., ground lease model, creation of separate ownership entities).*
   2. *Planning/entitlements – how do they differ for these models (e.g., condo mapping, etc.).*
   3. *Financing and proforma approaches Transitioning to resident ownership at stabilization/completion of construction.*
   4. *Single family mortgages.*
   5. *Blanket mortgages for co-ops.*
   6. *Share loans for co-op units.*
9. **Resident Ownership Deep Dive Pt.2: Governance and Democratic Decision-making in the Context of Housing:** This session will continue to focus on resident ownership, with an emphasis **on** the elements of resident engagement, education, and participation that are involved in these models, including:
   1. *Roles and responsibilities between homeowners and CLT (single family emphasis, but also could talk about co-ops)*
   2. *Financial preparedness and training for residents to become homeowners.*
   3. *Conflict resolution strategies.*
   4. *Resident participation in the CLT tri-partite board.*
   5. *CLT, co-op, and condo boards, and how they might interact in a “hybrid” model.*
10. **Building Operations:** This session will help participants understand the components of building operations from marketing and lease-up to ongoing property and asset management. This session will explore property stewardship functions and responsibilities across the range of models that could fall within a CLT, including single-family homeownership, multifamily rentals, multifamily cooperatives, or condos. Models for resident participation in managing rental projects (tenant councils, residents on CLT boards, special committees, etc.) will also be discussed.
    1. *Asset management fundamentals for CLTs – monitoring capital needs, refinancing considerations, coordination with property management staff, etc.*
    2. *Collaboration between CLT staff and resident-owned properties.*
    3. *Compliance with regulatory agreements and other restrictions.*
11. **Sustainable and Resilient Housing Operations:** Implementing green building measures in affordable housing is an important strategy to reduce costs and improve building performance, as well as to safeguard buildings from a range of climate impacts. This session will focus on best practices to ensure environmentally sustainable housing operations as well as highlight available resources from agencies for emergency preparedness and resilience that can reduce daily operating costs both in the short term and long-term.
    1. *Sustainable green building*
    2. *Climate risk reduction*
    3. *Disaster preparedness*
12. **(Tentative Bonus Session) CLT Case Study:** This is a bonus session in which a CLT or multiple CLTs will discuss and reflect on their best practices and lessons learned regarding building and managing an affordable housing portfolio.

# Scope of Services

Below is a list of all the responsibilities that will be required of the consultant.

1. Timeline of Services: The program will last for 12 months, beginning in October 2023 and concluding in September 2024. The months of engagement will depend on the sessions selected.
2. Develop the session content, including visual materials such as Power Points, and provide any supplemental information/material for the sessions. Each session will last for 120 minutes.
3. Lead session training, including the session presentations and discussions.
4. Host and provide up to one 90-minute office hour session within two weeks of the session hosted

# Application Materials

Single consulting firms as well as teams of two or more consulting firms are eligible to apply. Responses should include the following materials. Listed word counts are suggested but not required maximums.

1. Legal name of applicant. Do not list ‘doing business as’ names or acronyms.
2. Name of the primary point of contact
3. Email of the primary point of contact
4. Street Address, City and State
5. Are you partnering with another consulting firm to apply to this RFP? If yes, please list them.
6. Please let us know if you or your team meets any of the following federal, state or local government-issued designations.
   1. Native American-Owned?
   2. Minority Business Enterprise?
   3. Disadvantaged Business Enterprise?
   4. Women-Owned Business Enterprise?
   5. Small Business?
   6. Veteran-Owned small business?
   7. Service-disabled veteran-owned small business?
   8. SBA certified small disadvantaged business?
   9. SBA certified 8(a) firm?
   10. SBA certified HUBZone firm?
7. If you have not obtained one of the designations, please indicate whether you are Black, Indigenous, and People of Color (“BIPOC”) owned or led.
8. Please provide a brief description of your consulting firm(s) including expertise and qualifications in developing and leading trainings.*(Suggested max 250 words)*
9. Please also provide insight into your public speaking expertise. *(Suggested max 250 words)*
10. Enterprise is seeking a consultant for the following sessions. Please indicate which session(s) your team most interested in. You may select more than one session.

* Session 1 – October, 2023 – Fundamentals of Affordable Housing
* Session 2 – November, 2023 – Affordable Housing Finance
* Session 4 – January, 2024 –Understanding Joint Ventures
* Session 5 – February, 2024 – Deeper Dive–Property Acquisition and Predevelopment Process & Costs
* Session 6 – March, 2024 – Deeper Dive-Construction and Rehabilitation Process & Costs
* Session 8 – May, 2024 – Resident Ownership Deep Dive Pt.1: Single family, Co-Ops
* Session 9 – June, 2024 – Resident Ownership Deep Dive Pt.2: Governance and Democratic Decision-making in the context of housing
* Session 10 – July, 2024 – Building Operations
* Session 11 – August, 2024 - Sustainable and Resilient Housing Operations

1. Please expand on how you plan to approach your sessions of interest. Please recommend what topics/content should be covered to meet the goal of each session (when and if these deviate from our list), and suggest supplemental materials and suggested length for each session, etc. *(Suggested 250 words max per selected session)*
2. Please describe how you would incorporate racial equity considerations into your content and approach for the sessions you wish to lead. (*Suggested 250 words max*)
3. Please attach your total budget proposal. Please state your per-training cost, including time for preparation and a follow-up office hour session.
4. Please provide the contact information of two clients for whom similar services were provided. One of the references should speak to public speaking expertise – if you have no experience with a client whose scope has required public speaking, please provide an additional reference from a colleague who can speak to this skill.
5. (Optional) Please provide a work sample of relevant content previously developed for education and/or capacity building purposes.
6. Please attach the resumes and bios for all presenters/speakers. Please combine into one document attachment.
7. Upload W-9
8. Enterprise's Standard Terms and Conditions are included with the RFP 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 RFP. Requests for exception to any terms or conditions must be submitted within this section.

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

# Selection Criteria

As Enterprise works across different communities, we are committed to prioritizing the staffing of programs with consultants that reflect the diversity of the communities we serve. Enterprise will make efforts to utilize and prioritize small businesses, minority-owned firms, and women’s business enterprises.

The consultant with the most qualified proposal and budget will be selected. Consultants will be evaluated on the following characteristics:

1. Qualifications – 50%
   1. Demonstrated expertise, evidenced by past relevant experience, industry recognition, and quality of submitted work samples.
   2. Demonstrated expertise of key personnel, including knowledge of CLTs and the affordable housing industry.
2. Strength of approach – 25%
   1. Detailed scope of work objectives and desired results for training sessions.
   2. Ability to produce quality materials, as evidenced by submitted samples.
3. Budget – 15%
   1. Reasonableness of rates about the level of effort to provide stated deliverables in relation to the consultant's skills and experience.
4. Racial Equity – 10%.
   1. Thoughtful consideration of racial equity in training approach.
   2. Team meets federal, state or local government-issued designations or is BIPOC.

# Important Dates

**Application Opens:** Monday,July 10, 2023, at 8 AM Eastern.

**Informational Webinar:** Tuesday, July 18, 2023, 10 AM – 11 AM Eastern. [Register Here](https://enterprisecommunity.zoom.us/meeting/register/tJYrd--gpj0uGtcXulc1nnCl0XZh0shhQ6eQ).

**Application Closes:** Monday, August 28, 2023, at 11:59 PM Eastern.

**Acceptance Notifications**: Early September, 2023

# Submission Instructions

**Submission Deadline:** Monday, August 28, 2023, at 11:59 pm Eastern.

Applicants must submit full proposals through SlideRoom, the online system used for this opportunity. To start your application, please use:

<https://enterprise.slideroom.com/#/permalink/program/72934>

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 bid, they cannot return to make any edits. Submissions received outside of SlideRoom or after the deadline will not be accepted.

For any questions, please reach out to Brianna McClure at [bmcclure@enterprisecommunity.org](mailto:bmcclure@enterprisecommunity.org)

# Right to Reject

Enterprise reservices the right, in its sole discretion, to reject any and all responses received in response to this RFP. 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 prioritize small businesses, minority -owned firms, and women’s business enterprises that are able to demonstrate the ability to deliver the highest quality deliverable at the best value.

# 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 Time

Estimated Timeline:

1. Notification of Application: Consultant will receive notification from Enterprise on their application within 60 business days from date of consultant’s submittal.
2. Conflict of Interest

The applicant must disclose, in an attachment to the proposal, 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 proposal, 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 RFP. “Conflict of interest” shall include, but not be limited to the following:

1. 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;
2. Having or acquiring at any point during the RFP 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
3. Currently possessing or accepting during the RFP 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. 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.

# Attachments

Attachment 1: Enterprise Consultant Standard Terms & Conditions

Attachment 2: Partner Demographic Questionnaire (Optional)

**Attachment 1**

**Standard Terms & Conditions**

1. Confidential Information. “Confidential Information” is information which Enterprise, in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; fundraising materials; information regarding Enterprise’s financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding Enterprise staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. Contractor hereby agrees that Contractor shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of Enterprise. Upon the request of Enterprise, Contractor shall promptly deliver to Enterprise all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information. 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 party disclosing such information,; (2) information which is already in the recipient’s possession prior to the effective date of the Contract and is not otherwise Confidential Information; (3) is independently developed by the recipient outside the scope of this Contract and without references to Confidential Information; (4) is rightfully obtained by Contractor (and not through Enterprise) from third parties who are not known to Contractor 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.
2. Payment. **Payments shall not be made without Enterprise’s receipt of a completed W-9 form in accordance with Section 3 below**, a Contract signed by all parties and acceptance by Enterprise of the work performed. When submitting invoices, Contractor should use the attached Enterprise Request for Payment form. If Contractor chooses to use Contractor’s own form, each invoice must reference the Contract number, award value and period of performance. Payment will be made within 30 days of receipt of approved invoices containing the aforementioned information. Contractor must also submit all invoices within 60 days of the end of the Contract’s period of performance. Contractor agrees that Enterprise will be under no obligation to pay for any invoice that is not timely submitted and received by Enterprise within the aforementioned 60-day period.
3. W-9 Form / Federal Tax Identification Number. Contractor must provide Enterprise with a signed and completed W-9 Form. **Contractor’s name on the W-9 Form must match the name on this Contract, and, the W-9 Form must include Contractor’s Federal Tax Identification number. *PAYMENT WILL NOT BE MADE TO CONTRACTOR WITHOUT ENTERPRISE'S RECEIPT OF A COMPLETED W-9 FORM WHICH COMPLIES WITH THESE REQUIREMENTS.*** Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Contractor hereby agrees to notify Enterprise immediately upon any change of any information submitted on Contractor’s W-9 Form.
4. Ownership of Deliverables. Contractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Contractor under this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise. 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 permission of Enterprise.
5. Contractor's Performance. Enterprise expects Contractor to perform in a high quality manner and in accordance with the standards set by this Contract. If the performance of the Scope of Work or Deliverables does not meet the obligations contained in this Contract and its Scope of Work, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies, including, but not limited to, reducing or withholding payment to Contractor, canceling the Contract, and hiring another party to complete the Scope of Work. Contractor will be liable to Enterprise for any additional costs incurred by Enterprise if the all or any portion of the Scope of Work is completed by others.
6. Use of Sub-contractors. If Contractor retains a sub-contractor to perform any portion of the Scope of Work, Contractor must first request approval from Enterprise, which shall not be unreasonably withheld. 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, Licenses, and Compliance with All Laws.
7. Return of Documents. Upon Enterprise’s request or upon the completion, termination or cancellation of this Contract, subject to payment of all rightfully due compensation, Contractor must deliver 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 and destroy any materials that cannot be delivered back to Enterprise, including, without limitation, Personally Identifiable Information.
8. Right to Audit/Record Retention. Contractor must keep for a minimum of three (3) years from the end date of the period of performance (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles. Contractor's documentation and books of account shall be open for inspection by Enterprise or its auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.
9. 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, general liability, automobile, and professional liability, 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, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers’ compensation insurance each in an amount not less than $1,000,000.00 (except that the coverage for workers’ compensation shall be in accordance with statutory requirements) to cover its activities under this Contract. Contractor must name Enterprise as an “Additional Insured” on its commercial general liability insurance and commercial automobile insurance and name Enterprise as “Certificate holder” on its workers’ compensation coverage. Within 48 hours of Enterprise’s request, Contractor must provide Enterprise with a certificate of insurance evidencing Contractor’s compliance with all the foregoing required coverages.
10. 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.
11. Termination. Either party may terminate this Contract without cause upon the delivery of written notice to the other party in accordance with the terms of this Contract (“Termination”). In such event, the Contract will terminate thirty (30) days after such written notice was received. Any such Termination by either party shall be subject to an equitable adjustment of the Compensation due. Any such Termination by either party shall also be subject to an equitable reimbursement of Compensation paid prior to Termination for future performance rendered impracticable by Termination of the Contract. All obligations which were to be performed as of the date of Termination are discharged but any right based on prior breach of performance survives.
12. Cancellation. Upon the occurrence of a breach hereunder, Enterprise may cancel this Contract upon the delivery of written notice to Contractor in accordance with the terms of this Contract (“Cancellation”) and retain any remedy for breach of the whole Contract or any unperformed balance thereof.
13. Indemnification.

1. Indemnification by Contractor. Contractor will indemnify, defend and hold harmless Enterprise and its affiliates, officers, directors, employees, consultants, advisors and representatives (the “Enterprise 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 material breach by Contractor of this Contract, or the gross negligence or willful misconduct of Contractor, its affiliates, officers, directors, employees, consultants, advisors or representatives (the “Contractor Parties”).
2. Indemnification by Enterprise. Enterprise will indemnify, defend and hold harmless Contractor and the Contractor 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 material breach by Enterprise of this Agreement, or the Contract, or the gross negligence or willful misconduct of the Enterprise Parties.
3. Limitation of Liability.
   1. Limitation on Liability Type. Except for liability relating to a breach of Section 1 of these Standard Terms and Conditions, or for claims relating to a party’s gross negligence or willful misconduct, in no event will Enterprise or Contractor be liable to the other for any indirect, incidental, special or consequential damages.
   2. Limitation on Liability Amount. Except for liability arising from (i) the indemnification obligations set forth in Section 13 above; (ii) the confidentiality provisions in Section 1 above; or (iii) either of the parties’ gross negligence or willful misconduct, the aggregate liability of Enterprise and of Contractor 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 Contract Amount that has been paid or payable to Contractor by Enterprise during the twelve (12) months immediately preceding the first event giving rise to such liability
4. Personally Identifiable Information. Contractor represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein) disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction. 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 the list is not exhaustive and may be defined otherwise under the applicable jurisdiction:
   1. Social Security Number—inclusive of the entire number of the last 4 digits;
   2. Driver’s License Number or State ID Number;
   3. Passport Number;
   4. Alien Registration Number;
   5. Financial account numbers;
   6. Email addresses;
   7. Phone numbers;
   8. Image;
   9. IP address;
   10. Mother’s maiden name;
   11. 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 with the borders of the United States. Contractor shall notify Enterprise within 48 hours if any Personally Identifiable Information has been the subject of a data breach.

1. Amendment. Any Amendment to the provisions of this Contract must be in writing and executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Contractor may be made unilaterally by Enterprise with notice to, but without consent of, Contractor.
2. Delegation; Assignment. Contractor shall not delegate any duties or assign any rights under this Contract without the prior written approval of Enterprise. A delegation of performance will not relieve Contractor of any duty to perform or any liability for breach of this Contract.
3. Governing Law; Venue. This Contract 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.
4. Nonwaiver. The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Contract or to exercise any option hereunder must not be construed as a waiver or relinquishment for the future of such term or option.
5. Notice. Any notice which either party desires to provide the other party under the terms of this Contract must be sufficiently given, in writing and delivered to the party’s address in this Contract or such other address as either party may specify in writing (i) by electronic mail, return receipt requested, or (ii) overnight courier or certified or registered first class mail, return receipt requested and postage prepaid, at such other party’s principal place of business at the address set forth on the Contract. If by electronic mail, delivery shall be deemed effective when sent in accordance with the above provisions. If by overnight courier, delivery shall be deemed effective one (1) business day after dispatch in accordance with the above provisions. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with the above provisions.
6. 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, 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.
7. Authorizing Action, Parties Bound. The execution, delivery and performance by Contractor are within Contractor’s powers and have been duly authorized by all necessary action. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.
8. Severability. If any provision of this Contract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Contract that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.
9. 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, will be valid or binding; and this Contract may not be enlarged, modified or altered except in writing and signed by the parties.
10. Counterparts. This Contract 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.
11. Electronic Signature. The use of an electronic signature (“E-Signature”) by any party in executing this Contract shall constitute the legal equivalent of a manual or handwritten signature as if the party signed this Contract 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 or this Contract.

**Attachment 2: Partner Demographics Questionnaire**

Every Enterprise business is implementing a standard set of demographic questions to gather self-identified information from partners whenever we close a deal, issue an RFP, or execute a contract.

Legal Disclaimer: The following four questions are optional and will be used for general analytical use only and not for purposes of evaluating the proposal.

The questions to the optional Partner Demographics Questionnaire may be answered in the prompts in Slideroom.

1. Which of the following best describes the race and ethnicity of your organization’s Chief Executive

Officer, Executive Director, General Partner, or Managing Member? (Select one)

❑ Asian

❑ Black or African American

❑ Hispanic or Latino

❑ Native American / Alaska Native / Native Hawaiian or Other Pacific Islander

❑ White

❑ Two or more races

❑ A race/ethnicity not listed here

❑ Choose not to disclose

2. Do more than 50% of your organization’s board members identify as Black, Indigenous, or as people

of color (BIPOC)? (Select one)

❑ Yes

❑ No

❑ Prefer not to answer / Not Applicable

3. Which best describes the gender of your Chief Executive Officer, Executive Director, General

Partner, or Managing Member of your organization? (Select one)

❑ Female

❑ Male

❑ Non-binary

❑ A gender/identity not listed here

❑ Choose not to disclose

4. Does the Chief Executive Officer, Executive Director, General Partner, or Managing Member of

your organization identify as a member of the LGBTQ+ community? (Select one)

❑ Yes

❑ No

❑ Choose not to disclose