



ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

Housing as a Pathway to Justice
Geographic Focus: City of Atlanta
Landscape Assessment

August 2024

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About Enterprise

Enterprise is a national nonprofit that exists to make a good home possible for the millions of families without one. We support community development organizations on the ground, aggregate and invest capital for impact, advance housing policy at every level of government, and build and manage communities ourselves. Since 1982, we have invested \$72 billion and created 1 million homes across all 50 states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands – all to make home and community places of pride, power and belonging. Join us at enterprisecommunity.org

PURPOSE

Enterprise Community Partners, Inc. (Enterprise) has received support from the Georgia Power Foundation to initiate a Request for Proposal (RFP) to assess the systems, dynamics, partners, funding, and policies which impact persons with a history of involvement with the criminal legal system in their pursuit of safe, stable, and affordable housing within the geographic boundary of the City of Atlanta, Georgia. Housing as a foundational element of wellbeing has the potential to disrupt harmful cycles including interactions with the criminal legal system and recidivism. It presents the opportunity to make a true difference at the intersection of housing and criminal legal reform; an opportunity that is core to Enterprise Community Partners' commitment of dismantling the enduring legacy of systemic racism in housing through increased access to stable, affordable homes, as well as building platforms for upward mobility.

Criminal justice reform is the most pressing civil rights issue of our day. At the end of 2020, there were nearly 2 million people living in prison or jail in the U.S. It is estimated that more than three times that many people (more than 6 million) live under correctional control (i.e., living in jail or prison, on parole, or on probation). This is in addition to the 5 million formerly incarcerated people and the 100 million people with a criminal record living in the U.S. The impacts of legal system involvement are far-reaching and extend across neighborhoods and generations and have particularly lasting consequences that make it difficult to access and afford housing. People with a history of involvement with the criminal legal system experience a range of barriers in the housing market, especially as it relates to housing discrimination, income instability, and family reunification.

OVERVIEW

Enterprise seeks a contractor or a collaboration of multiple contractors, to complete a landscape assessment within the geographic boundaries of the city of Atlanta, Georgia focused on the relationship between reentry and the unhoused, as reentry conditions prevent, or lead to, safe, stable, affordable housing. This assessment will provide a roadmap of current reentry conditions, the overlap between safe, stable, affordable housing and individuals with a history of involvement with the criminal legal system. It will examine federal, state, and local policies that both support and challenge reentry, as well as identify partner organizations and resources working with individuals with a history of involvement with the criminal legal system. This landscape assessment will help Enterprise to better understand how to support its partners in this work, and to increase access to both housing and upward mobility in the City of Atlanta.

Eligibility Requirements: Contracting firms must have expertise in criminal legal reform, racial equity, and housing within the Atlanta geographic region and/or the city of Atlanta, Georgia.

- Period of Performance: September 2024 – March 2025

Other Important Dates:

- Bi-weekly check-in meetings (45 minutes)
- 1-2 alternate convenings to be determined at contract execution (through the duration of the contract as applicable)

Scope of Work and Deliverables

Enterprise seeks one contractor or collaboration among multiple contractors to develop a landscape assessment that functions as a briefing document with sections and content that can be pulled out and translated to external facing presentations and materials.

Section 1 - Overview of Current Reentry Conditions

Outline the current state of conditions, policies, and dynamics at the intersection of housing and the criminal legal system within the boundaries of the City of Atlanta. Section I should offer a “system map” of the current pathways between release and the achievement of stable housing.

Section I Deliverables

- Create a current “system map” of the current reentry population’s pathway between release and the achievement of stable housing, noting the supporting services, organizations, and resources available. System mapping may include system-adjacent or unique partners, cross-sector partnerships for program delivery including the correctional and community supervision systems, and supervisory or community-based tracking and monitoring. This section should include an overview of the policies and funding specific to housing and re-entry service delivery in seeking housing.
 - A map, or maps, visualizing this overall ecosystem, including programs, partners, funding, and policies, creating the availability of, and overlap between, housing and individuals with involvement with the criminal legal system.
- In comparison to how this pathway between release and stable housing *should* work, this analysis should also note “gaps” and “barriers” in this pathway for persons with criminal legal histories.
 - Dynamics and policies that potentially increase the likelihood of further involvement with the criminal legal system and the challenges to achieving affordable housing should also be noted. Specifically, Enterprise seeks to understand any inflection points where persons with criminal legal histories increase or decrease the likelihood of further criminal legal involvement.
- This section should contain any noted opportunities for leveraging Enterprise’s scale, such as opportunities for solutions requiring programs, policy, capital, owner/operator engagement, and advocacy at the intersection of housing with the criminal legal system.
 - Special attention to public or governmental partnerships with which Enterprise might partner should be highlighted.

Suggested lines of inquiry include and not limited to:

1. Who are the key players (public and private sector) at the intersection of criminal legal system reform and housing?
2. Where and how are criminal legal system stakeholders already interacting with the housing sector (if at all)?
3. Who is currently focused on serving people who have past involvement with the criminal legal system, their children, families, and communities?

4. Are there geographic areas of concentration within the city of Atlanta that have a higher share of children with an incarcerated parent, caregiver, or other type of family member, and what does this mean for their housing stability?
5. To date, has there been any engagement of the broader community regarding housing people with past arrest or conviction records? And if so, what has been the response(s)?
6. What cross-jurisdictional challenges can be seen in this pathway from release to housing?
7. In identifying potential inflection points at which a person with a history of involvement with the criminal legal system may begin to increase the likelihood of further criminal involvement, what interventions might prevent this further involvement?

Section II Housing Focus

Outline the overlap of housing, housing provision, and the achievement of safe, stable, affordable housing within the geographic boundaries of the City of Atlanta and the criminal legal system.

Section II Deliverables

- This section should detail how regional and local housing factors impact people with criminal legal involvement, their families including children, and neighborhoods.
- This section should examine how criminal legal systems in the City of Atlanta impact housing outcomes across the [housing bundle's five interdependent elements](#) – housing stability, housing affordability, housing quality, neighborhood context, and housing that builds assets and wealth. Connections between housing, or a lack thereof, and increased economic opportunity to achieve all the elements of the housing bundle should be noted.
- This section should analyze how housing providers, advocates, policies, and conditions increase the likelihood of obtaining, or encountering barriers to, housing for individuals with a history of involvement with the criminal legal system.
- This section should analyze comparable tenant selection plans and tenant background screenings used in rental portfolios.

Suggested lines of inquiry include and not limited to:

1. Building on recent federal reforms and those specific to the Department of Housing and Urban Development (HUD) Guidance¹, what state and local policies shape the criminal justice reform landscape?
 - a. If different, what are typical state and local policies shaping and intersecting this landscape?
 - b. How do these policies perpetuate barriers or leverage opportunities for people with past arrest or conviction records? Such as higher interactions with the criminal legal system for specific groups like those living with mental illness or substance dependency, a disability, veterans, LGBTQIA+, or youth as it relates to local enforcement of homelessness, health and safety code violations, and nuisance ordinances that stipulate behavior.

¹ For example, the 2022 memorandum for the Office of Fair Housing & Equal Opportunity, Fair Housing Assistance Program Agencies, and Fair Housing Initiatives Program Grantees on the [Implementation of the Office of General Counsel's Guidance on the Application of Fair Housing](#), and the 2024 [Expanding the Fair Housing Testing Pool for FHIP and FHAP Funded Entities](#).

2. Who is currently focused on serving people with past involvement with the criminal legal system in a way that involves, but might not be focused on housing?
3. How does the geographic concentration, or lack thereof, of persons with criminal backgrounds in the same neighborhood or area impact housing availability for that population?
4. How does housing, or a lack thereof, impact tertiary but critical elements of stability such as employment, health care, or family support?
5. What is the impact of comparable tenant selection plans and tenant background screenings used in rental portfolios?

Section III Data and Research

Section III will outline a framework regarding the data and demographics of the detention, jail, and prison systems present in the geographic boundaries of the City of Atlanta. This should include data on the geographies where individuals are arrested, those annually released from detention centers, jails, or prisons, and where they reenter communities. This section will also highlight any research related to the representation of minority or BIPOC populations within this detention, jail, and prison system.

Section III Deliverables

- Demographics of those released from detention centers, prison, and jails annually in the Greater Atlanta Region and/or the State of Georgia, as applicable.
- Information and trend analysis of statewide geographies of where individuals are imprisoned and where they reenter communities.
- Data-based presentation of how BIPOC and minority populations are present in this data, and how they may be disproportionately represented in the criminal legal system.
- Fair Housing and criminal-background based housing violations issued in the geographic boundaries of the City of Atlanta. In particular, any violations relating to [Ordinance 22-O-1748](#), prohibiting the discrimination of persons directly impacted by the criminal legal system, which specifically mentions “suitable housing” over the past 18 months.

Section IV Case Studies, Models for Success, and Best Practices

This section should include case studies on delivery models that highlight the challenges and the successful provision of housing for individuals with involvement with the criminal legal system in the geographic boundary of the City of Atlanta, noting peers and partners, as well as highlighting practices currently working at the intersection of housing and the criminal legal system. This section should also offer a spectrum of best practices, such as ongoing tracking and evaluation of outcomes, assessing risk factors for property and asset management, and identifying opportunities for housing providers to fill housing and service-related or policy-related gaps in the ecosystem serving people impacted by the criminal legal system. Interview protocols and data collection practices should be clearly stated.

Section IV Deliverables

- Selection and interview protocols for successful models and practices.
- Summarization of interviews with at least 5 housing providers and 5 non-profit partners working in this area.
- Potential theories as to what factors make these models and practices successful.
- Provide documented evidence on risk and risk assessment for tenant selection, property management, and asset management.

- Provide an understanding of risks based on the nature of the offense and the lookback period, along with two to three alternative best practices to risk mitigation that can be achieved through supportive service provision.
- This section should include a focus on tenant selection plans and tenant background screenings used in rental portfolios, and how successful models mitigate risk.
- This section should include any public funding (vouchers, PSH programs, etc.) that add significantly to housing success for those with criminal legal system involvement.
- This section should highlight any successful models that incorporate a healing-centered approach, or non-traditional approaches to the overlap of populations with involvement with the criminal legal system and housing.

Suggested lines of inquiry include and not limited to:

1. Are any elements of trauma-informed care or a healing-centered approach present in these successful models?
2. How do housing providers balance between the realities of owning, and/or operating residential communities, and achieving successful outcomes for persons with criminal legal histories that other providers find challenging? How can a housing provider, effectively and consistently across applicants, assess the risk of a potential tenant and resident?
3. How can a housing provider or service provider mitigate risk through internal policies, operations, and practices?
4. What data is available to support these success stories?
5. What funding is sustainably available for these models, practices, and programs?
6. What defines systemic disparities in housing policy, programs, and funding gaps for people with and without criminal-legal convictions in accessing housing? How are these being effectively addressed?

Schedule of Work and Deliverables

Overall Period of Performance

September 2024 – March 2025

Project Coordination

September 2024 – March 2025

Meet with Enterprise Southeast staff bi-weekly for 45 minutes to:

- Share project updates and emerging trends and information
- Share updates on landscape findings with section drafts and outlines for review throughout the project based on a predetermined and agreed upon schedule.
- Offer draft versions of the sections mentioned above, as described in the schedule of deliverables mentioned below.

Attend other Enterprise H2J meetings, including the Community of Practice or working groups, as is applicable to this contract.

Schedule of Deliverable(s)

- September 2024 - March 2025: Bi-weekly meetings via Zoom with the Enterprise Southeast H2J Team
- September - October: Section I
- October - December: Section II & III
- January – February: Section IV
- March: Final Landscape Assessment completed

Budget

- Amount of funding available: \$30,000
- Anticipated number of awards: 1
- Proposed budget types: Fixed Price

Proposal Materials

Responses should include the following materials:

1. Cover letter with a brief description of the applying organization and a primary point of contact with name, title, address, telephone number, and e-mail address. Make sure to answer the following questions:
 - a. Are you applying as a team with another consulting firm?
 - b. Are you a Small, Minority and Women's Business Enterprises
 - c. Are you a Minority Business Enterprise?
 - d. Are you a Native American Business?
 - e. Are you a Small Business?
 - f. Are you a Women-Owned Business?
 - g. Are you a Veteran-owned small business?
 - h. Are you a Service-disabled veteran-owned small business
 - i. Are you a SBA certified small, disadvantaged business
 - j. Are you a SBA certified 8(a) firm
 - k. Are you a SBA certified HUBZone firm
2. Narrative on qualifications to include the contractor's qualifications to conduct the scope of work activities, expertise, knowledge, and experience. Please identify primary areas of expertise and speak to the team's experience/knowledge of affordable housing and criminal justice reform.
3. Narrative of contractor's proposed approach, including:
 - a. Projected timeline for the scope of work activities tied to project deliverables. If not in line with the proposed timeline in the RFP, please expand on the reasoning.
 - b. A detailed budget proposal for each task tied to project milestones or deliverables.
 - c. Labor rate or price listing rates for all individuals that will work on the project.
4. Resumes and bios for everyone on the team, including information about experience with similar projects and professional qualifications.
5. Attach samples of completed work (no more than three) based on the past projects identified in the qualification section.
6. Attach current contact information of clients for whom similar services were provided (no more than three) based on the past projects identified in the qualification section.

Selection Criteria

Applicants will be evaluated on the following characteristics:

1. Qualifications – 20%
 - a. The applicant has the qualifications necessary to successfully complete the scope of work.
 - b. The applicant has prior experience working on similar projects.
2. Approach – 20%
 - a. The proposal demonstrates an understanding of the project objectives and desired results.

- b. The proposal illustrates an approach to that will likely lead to the completion of the deliverables outlined in the RFP.
 - c. The proposal illustrates the contractor’s ability to successfully execute the proposed approach.
- 3. Work Plan – 30%
 - a. The proposal adequately addresses the opportunities proposed work and deliverables.
 - b. The proposed activities and description identify a feasible approach completing the work.
 - c. All elements required as part of the submitted proposal are present.
- 4. Experience and Past Performance – 20%
 - a. The proposal demonstrates expertise, experience, or knowledge of affordable housing, the unhoused, and/or those with criminal legal histories.
 - b. Quality of submitted work.
 - c. Past relevant experience and performance of similar projects.
- 5. Budget – 10%
 - a. The proposal includes a detailed budget for this work.
 - b. The proposed costs are reasonable.

In addition, Enterprise may contact references to confirm quality of work and a history of responsiveness and effective communication skills. As part of the selection process, Enterprise may schedule one to two virtual interviews to provide understanding to the Housing as a Pathway to Justice Initiative and our cross-divisional teams supporting this work within Enterprise Community Partners. Proposals will be evaluated using the weighted criteria identified above.

Enterprise, in its sole discretion, may request proposal interviews or presentations by meeting with all applicants to clarify or negotiate modifications to proposals. However, Enterprise reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms from both technical and price standpoints, which can be proposed.

Submission Instructions

Proposals are due by 11:59 PM EST on August 16, 2024

Inquiries concerning this RFP should be directed to Enterprise point of contact, Program Director Shannon Ball, via email at SBall@enterprisecommunity.org.

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

<https://enterprise.slideroom.com/#/permalink/program/79084>

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.

Right to Reject

Enterprise reserves 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 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

Applications will be reviewed, and responses will be made by August 30, 2024.

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.

Applicable Requirements

Include these for federally funded awards.

DUNS and SAM Registration

All contractors receiving federal funds through Enterprise Community Partners, Inc. must have or obtain a Dun & Bradstreet (DUNS) number and maintain an active account in the System for Award Management (SAM). Information on how to register for each is below:

Resources for DUNS Number

The DUNS number is a nine-digit number, issued by Dun & Bradstreet that is assigned to and used by businesses and the federal government to keep track of more than 70 million businesses world-wide. A DUNS number can

be obtained free of charge by applying online at <http://fedgov.dnb.com/webform> or by phone at 1-866-705-5711 from Monday - Friday 7 AM to 8 PM C.S.T.

For Hearing-Impaired Customers Only call 877-807-1679 (TTY Line). It normally takes about 1- 2 business days to receive a number if applied for online and immediately if applied for by phone. The DUNS number is normally available for use 24-48 hours after it has been received. Once entered, and the registration process is completed, the DUNS number will need to be verified by the system.

Resources for System for Award Management (SAM)

The System for Award Management (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. The website and information on how to create a user account is found at <https://www.sam.gov/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.

Additionally, please make sure that your sub-contractors that receive federal funds are aware that they must have a DUNS number and be registered in SAM in order to be in compliance with federal reporting requirements.

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

Enterprise may not provide reimbursement for payment of the salary of a contractor at more than the daily equivalent of the rate paid for the level IV of the Executive Schedule. For more information on the Executive Schedule, please see the Office of Personnel Management (OPM) website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>. In order to verify this requirement is being met, Enterprise may require additional information regarding a breakout of direct and indirect expenses within budgets and rates.

Attachments

Attachment 1: Enterprise Standard Terms & Conditions

Attachment 2: Contractor Insurance Requirements

Attachment 3: Partner Demographics Questionnaire (Optional)

Attachment 4: Federal or Program Flow Down Provisions (as applicable)

Include any other attachments as necessary

ATTACHMENT 1

STANDARD TERMS AND CONDITIONS

All capitalized terms used herein, unless otherwise specifically defined in these Standard Terms and Conditions, shall have the meanings ascribed to them elsewhere in the Contract (e.g., on the face sheet).

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.

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 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. 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. 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 the Scope of Work (the "Deliverables") and standards set by this Contract. If the performance of the Scope of Work or the quality of the Deliverables does not meet the obligations contained in this Contract, 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. 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).
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 this Contract 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 the 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, 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.

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; 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.

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 the 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 the Standard Terms and Conditions and will hold it in accordance with the confidentiality provisions of the Standard Terms and Conditions.
10. Return of Documents. Upon Enterprise's request upon the completion, expiration, cancellation, or termination of this Contract, 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 (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. 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 fixed price contract, 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, 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 the 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 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;
 - 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 have been obtained and are, and will remain during the Period of Performance, in full force and effect and are available to Enterprise upon request;
 - d. This Contract constitutes 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; 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, 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 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 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 the Scope of Work by the end of the Period of Performance;
 - ii. Contractor fails to deliver any Deliverable or other report required under this Contract 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 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 30-day 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 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 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 Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Should Force Majeure events 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 the 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, (b) any breach or alleged breach of any covenant or other obligation or duty of the Indemnifying Party under this Contract 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.

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 Contract Amount.

21. Nonwaiver. The failure of either party 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 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.
23. No Third-Party Beneficiaries. Nothing in this Contract, 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.
24. Amendment. Any Amendment to the provisions of this Contract 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 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, 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 will be deemed assigned. No payments will be made to an assignee without the approval and documentation process being completed.
26. 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.
27. Parties Bound. The terms and provisions of this Contract 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 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, will be valid or binding; and this Contract 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 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.
32. 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.
33. 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 - STANDARD INSURANCE REQUIREMENTS

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

Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Commercial General Liability Insurance</u> <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
Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Professional Liability</u> (also known as Errors and Omissions coverage) <ul style="list-style-type: none">• in an amount not less than \$1,000,000 per claim
Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor’s <u>Worker’s Compensation Insurance</u> <ul style="list-style-type: none">• in amounts consistent with state statutory requirements for Contractor
Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Auto Insurance</u> <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.

ATTACHMENT 3: 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