

ENTERPRISE COMMUNITY PARTNERS, INC.
CONSULTANT REQUEST FOR PROPOSALS
H2J Training Consultant
August 2024

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Overview

Enterprise seeks a consultant to inform the design of a technical assistance program to better connect organizations serving people coming out of the criminal justice system with affordable housing infrastructure. The program will ultimately lead to an expanded supply of housing dedicated to helping people with a history of involvement in the criminal legal system to stabilize and rebuild their lives.

Enterprise will implement the program at a later stage, and that is separate from the scope of services of this RFP. To inform the design of this program, the consultant will:

1. Develop and lead 4 – 5 highly interactive training sessions on affordable housing operations and development specific to this population, and that will be targeted to social service and housing providers.
2. Based on feedback obtained formally and informally, both during and after the sessions, provide recommendations that will be used by Enterprise to inform the design of a more robust training and technical assistance program that Enterprise will implement at a later stage.

The selected consultant(s) must demonstrate experience with affordable housing development and operations, designing and leading trainings, understanding of the housing and service needs of people impacted by the criminal legal system, and the ability to deliver on the proposed scope of work.

Enterprise Background

The mission of Enterprise Community Partners, Inc. (Enterprise) 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

Last year, more than [2 million New Yorkers](#) had a criminal record. Meanwhile, 53 percent of landlords in NYC would not even allow an applicant with a prior conviction to view a property. In a high-cost city and competitive housing market for New Yorkers of all backgrounds, an individual impacted by the criminal legal system is especially challenged as they have limited options to secure housing due to discrimination. The need for housing for this population is especially critical as formerly incarcerated people are almost 10 times more likely to be homeless, and experience recidivism. In 2024, New York City passed a law prohibiting landlords from discriminating against tenants with certain criminal convictions. However, based on other fair housing laws, we anticipate that housing providers will need training to meet compliance.

In New York City, there are a range of organizations that are committed to serving this population, including social service organizations, advocacy organizations, mentoring organizations, and more. However, few of those organizations directly provide housing targeted to this population due to organizational capacity constraints, limited funding opportunities, limited industry knowledge, limited connections with mission-driven potential development partners. Several organizations provide support services to help returning citizens successfully re-integrate into society, including obtaining housing; however, navigating the housing system, securing housing, and successfully staying housed remains a challenge in our supply-constrained environment.

H2J Training and Learning Collaborative

In response to the challenges organizations face in serving this population, Enterprise has collected preliminary feedback from partners in the field to shape an initial concept for a program that Enterprise will implement at a later stage and that is separate from the scope of this RFP. Enterprise envisions the program being a learning collaborative for a cohort of practitioners that serve people impacted by the criminal legal system. In addition, it will create a platform for partnership development as well as provide trainings and technical assistance. Participants will include social service providers and housing providers at all levels of capacity. The program will ultimately lead to an expanded supply of housing in New York State that is dedicated to helping people with a history of involvement in the criminal legal system to stabilize and rebuild their lives. The program will accomplish the following goals:

1. Cultivate new partnerships between social service providers and housing providers.
2. Increase the organizational capacity for service providers to create and/or secure housing for people with criminal legal histories.
3. Provide affordable housing operators with knowledge and partnership opportunities to provide residents coming out of the criminal justice system with social services.
4. Educate affordable housing providers on compliance with federal, state and local policies relevant to housing people with criminal legal histories.

Prior to final program design, however, Enterprise seeks to better understand the needs and knowledge gaps of potential participants beyond informal conversations. We seek to provide potential participants 4-5 highly interactive training sessions on relevant topics in order to gauge their knowledge and interests.

Overview of Sessions

Consultants may be selected for two or more sessions and will be responsible for developing the content for participants. The consultant may choose to apply to the sessions that best align with their expertise. Each session is expected to be 90-120 minutes long.

The sessions are meant to both provide introductory information to participants as well as to help Enterprise refine a more robust training and technical assistance curriculum in the future. The sessions are expected to be highly interactive in order to provide the consultant and Enterprise with a more nuanced understanding of the training and technical assistance needs of the participants.

Please note that for sessions 1 and 2, Enterprise has pre-existing presentation materials that can be shared with the consultant, used as reference points, where relevant, and tailored when developing the sessions.

Session 1: Pre-Development Process & Considerations

Summary: In this session, participants will gain an understanding of pre-development activities and considerations. Including stakeholders involved in an affordable housing project, feasibility analysis, public vs. private acquisition sites, financing considerations, and more. Potential topics include:

- High-level overview of affordable housing approaches for people with conviction histories (e.g., Permanent Supportive Housing, transitional, etc.).
- Introduction to appraisal reports and basics of appraisal methodology.
- Stakeholders involved in an affordable housing project.
- Obligations and expectations for your development team.
- Pre-emptive steps to assess the feasibility of acquisition.
- 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).
- Zoning and land use basic (e.g., public vs. private land).
- Considerations around occupied versus vacant properties.

Session 2: Development Process & Considerations

Summary: This session is targeted towards social service providers. 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. Potential topics include:

- Stakeholders involved in the development process and mission alignment
- Best practices and common pitfalls during this process.
- Timeline of activities and the effect of various internal and external factors (e.g., permitting hold-up, change orders, supply chain issues, etc.).
- Overview of development and operating budgets associated with affordable housing projects.
- Overview of the timeline and process involved in affordable housing development. (e.g., development, resident engagement, financing closing, construction, and marketing/lease-up).
- Case studies for how design (e.g., trauma-informed, etc.) will vary by building type and might affect building costs.

Session 3: Management and Operations

Summary: This session is targeted towards both housing developers and by social service providers. The session will help participants understand the components of building operations and management from marketing and lease-up to ongoing property and asset management. Partnerships between social service providers and property management staff as well as approaches for resident engagement in managing rental buildings will also be discussed. Potential topics include:

- Tenant-centered approaches and trauma-informed care.
- Partnerships between social service provider staff, property management staff and landlords.
- Refinancing considerations, coordination with property management staff, etc.
- Eviction prevention
- Support services and residential services
- Operating budgets and their relationship to setting rents.

Session 4: Housing Regulations (e.g., Fair Chance law, compliance, regulatory agreements, etc.)
Potential topics include:

Summary: This session is targeted towards both housing developers and by social service providers. This session will enable participants to understand federal and local policies that guide housing development and operations, and that are relevant as housing providers for people impacted by the criminal legal system. Compliance, regulatory agreements, and asset management fundamentals will also be discussed.

- Identifying relevant regulations.
- Regulatory agreements and alternatives (e.g., deed restrictions, restrictive covenants, etc.).
- Compliance regulation.

- Federal, state and local laws.
- Fair Housing (e.g., anti-discrimination, and Fair Chance law)

*****Session 5 (optional):** The applicant may choose to make a proposal for an additional session related to either development or operations considerations for housing people impacted by the criminal legal system. If the applicant opts to make a proposal, please include a summary of the session, topics to be discussed, target audience, and a provide clear justification for the session.

Scope of Services

Enterprise seeks a consultant(s) to engage social service and housing providers to help inform the design and technical assistance of a program that Enterprise will implement at a later stage. Implementation of the broader program is separate from the scope of services in this RFP. The consultant should have relevant experience with working on housing development or operations for people with conviction histories, curriculum development, expertise in leading trainings, and public speaking. To inform the design of this program, the consultant scope of services has been separated into two deliverables and are described below. The consultant, with support from Enterprise, will be responsible for the development, and execution of the below items. Enterprise welcomes suggestions on alternative deliverables.

1. **Deliverable 1 (Q3 2024 – Q1 2025):** Develop and lead 4 – 5 sessions (listed above) on affordable housing development and operations for social service and housing providers. The purpose of this deliverable is to better understand the knowledge gaps and interests among organizations housing people impacted by the criminal legal system and among traditional housing operators. These introductory sessions are open to the public but are intended to target social service and housing providers. These introductory sessions will inform the design of a more robust training and technical assistance program in the future.

Key Tasks

- A. *Lead 4-5 sessions* – Utilize and build on existing Enterprise curricula and tools (e.g., [H2J National Toolkit](#)) to develop and lead the sessions. Sessions must be highly interactive in order to best gauge participant knowledge and gaps.
 - B. *Feedback tracking and analysis* – Track and analyze the formal and informal feedback obtained during and after sessions. This will help inform and support the execution of deliverable number two.
2. **Deliverable 2 (Q1 – Q2 2025):** Analyze participant feedback obtained from the sessions led to develop a brief summary of recommendations to inform Enterprise’s design of a program for social service providers and housing operators to be implemented at a later stage.

Key Tasks

- A. *Recommendation Summary* – This brief summary will address, but may not be limited to, the following items. Enterprise is open to and may request additional recommendations by the consultant.
- a. Gaps in knowledge from participants of sessions provided by the consultant
 - i. Recommended target organizations
 - ii. Identification of organizational knowledge and/or resource gaps that create barriers towards achieving their housing goals
 - iii. Recommended session topics
 - iv. Recommended technical assistance (e.g., type, format, etc.)
 - v. Recommended strategies on how to engage social service providers and housing operators in both relevant and meaningful ways for each session.
- B. *Presentation* – The consultant will present key findings from the report to Enterprise in one meeting.

In addition to the above deliverables, the consultant will attend check-ins with Enterprise and join in other meetings with program partners (as needed).

Application Materials

All proposal materials will be submitted via SlideRoom (link included below). Responses should include the following materials:

<https://enterprise.slideroom.com/#/permalink/program/80565/T6LdOTdCiP>

General Application

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. Please let us know if you or your team meets any of the following federal, state or local government-issued designations.
 - a. Native American-Owned?
 - b. Minority Business Enterprise?
 - c. Disadvantaged Business Enterprise?
 - d. Women-Owned Business Enterprise?
 - e. Small Business?
 - f. Veteran-Owned small business?
 - g. Service-disabled veteran-owned small business?
 - h. SBA certified small disadvantaged business?
 - i. SBA certified 8(a) firm?
 - j. SBA certified HUBZone firm?
6. If you have not obtained one of the designations, please indicate whether you are Black,

Indigenous, and People of Color (“BIPOC”) owned or led.

Application Questions

1. Enterprise is seeking a consultant for the following sessions. Please indicate which session(s) your team is most interested in. You may select more than one session.
 - a. Session 1
 - b. Session 2
 - c. Session 3
 - d. Session 4
 - e. Session 5 (optional)*
2. Please provide information on the organization’s expertise and qualifications: (*Max 1000 words*)
 - a. housing for people impacted by the criminal legal system
 - b. affordable housing development, finance, and operations
 - c. developing and leading trainings
 - d. public speaking
 - e. analyzing and synthesizing feedback and making findings available in accessible formats.
3. Please describe your planned approach and project timelines to each of the deliverables and tasks outlined in this RFP, including a description of session 5 if proposed. (*Max 1000 words*)
4. Please provide a budget proposal that identifies cost per task and deliverable and includes a labor rate or price listing of all rates for all individuals who will work on the project.
5. Please describe how you would incorporate racial equity considerations into your content and approach for the sessions you wish to lead. (*Max 300 words*)

Application Attachments

1. **Resumes and Bios:** In one document, please attach the resumes and bios for all presenters/speakers.
2. **Work Samples:** Please provide a work sample (no more than three) of relevant content previously developed for education and/or capacity building purposes.
3. **Current Contact Information of Similar Clients:** 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.
4. **Upload W-9**

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

Applicants will be evaluated on the following characteristics:

- a. Qualifications – 50%
 - Demonstrated expertise, evidenced by past relevant experience, industry recognition, and quality of submitted work samples.
 - Demonstrated expertise of key personnel.
 - Understanding the affordable housing industry, including development and operation services. Preference will be given to those with clear knowledge of the affordable housing industry and the criminal legal system; especially in New York State.
 - Quality of submitted work samples.
- b. Strength of approach – 25%
 - Detailed scope of work objectives and timeline.
 - Ability to produce quality materials, as evidenced by submitted samples.
 - The proposal illustrates an approach to the scope of work that will likely lead to successful results.
 - The proposal illustrates the contractor’s ability to successfully execute the proposed approach in line with the project’s goals.
- c. Budget – 15%
 - Reasonableness of rates about the level of effort to provide stated deliverables in relation to the consultant's skills and experience.
 - The proposal includes a detailed budget for each of the tasks described within the scope of work.
- d. Racial Equity – 10%
 - Thoughtful consideration of racial equity in training approach.
 - Team meets federal, state or local government-issued designations or is BIPOC.

Enterprise will select the proposal which it determines will deliver the highest quality deliverable at the best value. Proposals will be evaluated using the weighted criteria identified above. The award will be made to the highest scoring applicant.

Submission Instructions

Submission Deadline: Monday, September 27, 2024, 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/80565/T6LdOTdCiP>

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 questions, please reach out to Brianna McClure at bmcclure@enterprisecommunity.org

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 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 Timeline

RFP Open: 08/26/2024

RFP Informational Webinar: 09/05/2024

Submission Deadline: 09/27/2024

Award Notification: Early October

Period of Performance: October 2024 – July 2025

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:

- I. 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;
- II. 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
- III. 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.

a. 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”).

b. 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.

14. Limitation of Liability.

a. 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.

- b. 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

15. 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:

- a. Social Security Number—inclusive of the entire number of the last 4 digits;
- b. Driver's License Number or State ID Number;
- c. Passport Number;
- d. Alien Registration Number;
- e. Financial account numbers;
- f. Email addresses;
- g. Phone numbers;
- h. Image;
- i. IP address;
- j. Mother's maiden name;
- k. 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. Contractor shall notify Enterprise within 48 hours if any Personally Identifiable Information has been the subject of a data breach.

16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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