

# ENTERPRISE COMMUNITY PARTNERS, INC.

## REQUEST FOR PROPOSALS

*Home 4 Good Program Evaluation*

*October 2024*

### **PURPOSE**

Enterprise Community Partners, Inc. (“Enterprise”) has initiated a Request for Proposals (RFP) process to qualify firms and consultants to support the evaluation of Home 4 Good, an upstream eviction prevention program for New Yorkers experiencing rental arrears that will utilize an outcomes-based financing model.

### **OVERVIEW**

With this RFP, Enterprise seeks to identify a contractor to develop an evaluation plan that will encompass an assessment of data from five years of program operations for Home 4 Good, as well as implement the first phase of the evaluation for two years of program data. We seek to evaluate Home 4 Good to inform continual program iteration and better understand the impact, cost-benefit and potential scaling opportunities of this promising program for addressing rental arrears and preventing evictions.

Qualifications should be submitted through SlideRoom at this link:

<https://enterprise.slideroom.com/#/permalink/program/81716>

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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, Enterprise and its affiliates 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.

## Program Overview

With this RFP, Enterprise seeks to identify a contractor that will design an evaluation of an eviction prevention program that uses an outcome-based financing model. Home 4 Good is an upstream eviction prevention program for New Yorkers experiencing rental arrears, providing access to critical resources before the eviction process. The program aims to improve housing stability, save on eviction costs for landlords and tenants, reduce tenant trauma associated with housing court, and enhance the city’s existing ecosystem of eviction prevention resources.

Home 4 Good is based on a highly successful, smaller-scale pilot initiative born out of the [Eviction Prevention Roundtable](#) that Enterprise convened in the wake of the pandemic and served roughly 100 households.

Home 4 Good is an expanded programmatic pilot that is being implemented in partnership with [RiseBoro Community Partnership](#) (“RiseBoro”), [HELP USA](#), Enterprise and several affordable housing providers, with impact investing support from [Maycomb Capital](#). The program has the following goals:

- Proactively identifying and assisting tenants in rental arrears before a nonpayment housing court case is filed, thus keeping the tenant housed and avoiding the experience of housing court;
- Initiating a portfolio-based partnership model between participating landlords, tenants and service providers to provide landlords with financial savings through upstream prevention, which is less expensive than eviction itself;
- Promoting an alternative to the current process employed to collect rental arrears from low-income tenants.

Project partners are taking an outcomes financing approach to scale Home 4 Good, leveraging impact capital to serve approximately 2,470 tenants across New York City over three years.

Through this model, landlords<sup>1</sup> will enter into program service agreements, refer tenants to program services, and will make payments to RiseBoro upon the achievement of key outcomes for tenants who ultimately enroll in the program. The tenant outcomes that trigger payment include:

1. Tenant enrollment in program services
2. A reduction of a tenant’s arrears through financial assistance
3. Tenants securing, recertifying or restoring long-term rental assistance (e.g., housing vouchers)

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<sup>1</sup> The program has launched with two landlord partners, L+M Development Partners/C+C Management and RiseBoro’s Housing Division, in Year 1 but could expand to as many as eight landlords over the subsequent two years.

4. Tenants receiving financial coaching services
5. Improvements in tenants' housing stability

In addition to supporting stability and upward mobility for tenants, this three-year pilot also seeks to demonstrate the cost/benefit of eviction prevention efforts to landlords, and to test a new model of financing and delivering upstream eviction prevention services for the city and industry at large.

### Program Scaling & Timeline

Home 4 Good will scale up its support for tenants and its engagement with landlords over the course of a three (3)-year program enrollment period. Tenants will be enrolled in the program and receive assistance for one (1) year, with initial resolution of arrears and intensive case management anticipated over the first six (6) months.

Due to the time required to provide adequate eviction prevention services (such as securing rental assistance or housing vouchers) and the time horizon associated with the outcome metrics, Enterprise anticipates services to be required for a duration of 1.5 years after tenants have been enrolled. As a result, the evaluation will cover a five-year period that corresponds with the three-year enrollment period and the approximately two years beyond the enrollment period during which services and outcomes tracking will continue to occur.

The projected numbers of new tenants and participating service providers and landlord for each year are listed in the table below.

Program Year	New Tenants Enrolled <sup>2</sup>	Service Providers <sup>3</sup>	Landlords Participating as Outcome Payors
<i>Year 1 (April 2024-March 2025)</i>	520	2	2-4
<i>Year 2 (April 2025-March 2026)</i>	780	2-3	4-6
<i>Year 3 (April 2026-March 2027)</i>	1170	2-3	6-8
<i>Year 4 (April 2027-March 2028)</i>	0	2-3	3-6
<i>Year 5 (April 2028-March 2029)</i>	0	2-3	3-6

<sup>2</sup> Based on data from the initial pilot, program staff anticipate that approximately 33% of tenants referred by landlords will actually enroll in the Home 4 Good program. Tenants will be eligible to re-enroll in the program after their first year if they fall back into arrears and are referred again by their landlord. This is counted as a new enrollment.

<sup>3</sup> The program has launched with two service providers, RiseBoro Community Partnership and HELP USA, but could expand to include a third service provider.

## Outcome Validation Process & Reporting

The program model relies on regular collection and validation of participant and case management data to verify that participants are reaching specific milestones related to housing stability. Enterprise has contracted with a consultant, 3x3 Design, that is responsible for validating the tenant outcomes that qualify for and trigger payments by participating landlords to the loan holder, RiseBoro Community Partnership, on a semi-annual basis.<sup>4</sup>

The outcome validation process is a key component of the program but is distinct from the proposed evaluation; however, related outcome validation data and reports may be used by the selected evaluation contractor. Data to be used for outcome validation and associated reporting will be collected by the housing navigators and case managers of the program's service providers, based on their interactions with clients. Data collected in the centralized database (Salesforce) for the purpose of outcomes validation may be used for the evaluation and Enterprise will work with both contractors to streamline data collection processes and avoid duplicative efforts.

Given the possibility that the evaluation contractor will need direct access to the Salesforce database and/or sensitive information from sources outside of the database, proposals responding to the RFP will be evaluated, in part, on the strength of the applicants' information security program, including its approach to preventing disclosure of both sensitive and non-sensitive Personal Identifiable Information (PII). Please be sure to review Section 9 of the Standard Terms and Conditions for contract awardee(s) in Attachment 1. In addition, Enterprise may require finalists to complete a questionnaire pertaining to their information security protocols.

Data used for outcome validation include:

- *Program enrollment*: Number of tenants who are referred by a landlord, are assessed by a Housing Navigator as eligible for the program, and consent to enroll in the program.
- *Arrears reduction*: Number of enrolled tenants who reduce arrears by receiving financial assistance (e.g., HRA One-Shot deals, direct payments from HomeBase programs, arrears payments made through voucher programs).
- *Housing voucher, new enrollment*: Number of enrolled tenants who access a new housing voucher for recurring rental payments
- *Housing voucher, recertification or restoration*: Number of enrolled tenants who recertify or restore an existing housing voucher for recurring rental payments
- *Financial coaching*: Number of enrolled tenants who develop a spending plan with a financial coach
- *Improved housing stability*: Number of enrolled tenants who, at 15 months post-enrollment in the program, have maintained tenancy and are no more than 2 months of rent in arrears

## Additional Program Monitoring and Reporting

As a supplement to the semi-annual validation reports that the validation contractor produces, RiseBoro as

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<sup>4</sup> Access the related Outcome Validator RFP here: <https://www.enterprisecommunity.org/news/enterprise-initiates-request-proposals-rfp-outcome-validation-nyc-eviction-prevention-program>

the project manager prepares regular reports (approximately monthly) on outcomes that have not yet been validated, as well as some information not related to the validation process (e.g., tenant referral numbers, descriptions of challenges encountered by the program). The evaluation consultant will have access to these reports.

Other data that will be collected by housing navigators during the participant enrollment process that will be available to the evaluation contractor include:

- Demographics/Household Characteristics:
  - Race
  - Total household size
  - Number of children in household
  - Shelter history
  - Disability status (head of household and household)
  - Veteran status
  - Senior status
- Income:
  - Employment status & employer details
  - Source of income
  - Monthly income
  - Benefits information (Public assistance, disability, SSI, SNAP, shelter allowance, etc.)
- Arrears & Subsidy Info:
  - Arrears amount
  - Subsidy status
  - Primary reason for arrears

The evaluation contractor must have a clear and detailed process for securely handling and preventing the disclosure of PII. Please be sure to review Section 9 of the Standard Terms and Conditions for contract awardees in Attachment 1. In addition, Enterprise may require finalists to complete a questionnaire regarding their information security protocols.

## Scope of Work

Enterprise seeks a contractor to provide program evaluation services. A summary of the anticipated scope, processes and delivery timeline is outlined in the section that follows.

Enterprise is committed to measuring our work's impact and to using evaluation learnings to shape continuous improvement of current programs and future program design and implementation. As part of this commitment, we seek to evaluate the Home 4 Good program to inform continual program iteration and better understand the impact and potential scaling opportunities of this promising program for addressing rental arrears and preventing evictions. The evaluation will seek to answer the following questions:

1. To what extent does the program achieve its intended outcomes for landlords, tenants and the

public sector?

2. What are the lessons learned about program implementation that can shape future scaling and replication for greater impact?

This scope of work (SOW) includes designing an evaluation plan to encompass 5 years of program data and implementing the portion of the plan that covers the first two years of program operation.

The components of the evaluation plan that cover program years 3 through 5 will be implemented pending procurement of additional funding, by mutual agreement of Enterprise and the evaluation contractor.

## Evaluation Design

The contractor selected through this RFP will be responsible for designing a multi-year evaluation that addresses the primary questions listed above over the entirety of the program pilot, with additional time for analysis and reporting after the initial implementation phase concludes. During the evaluation design phase, the selected contractor will develop a detailed evaluation plan that includes approaches to data collection, analysis, and reporting.

The elements of the evaluation plan to be developed under the scope of this RFP are described below.

### *Process Evaluation*

The evaluation plan will include an approach to conducting a process evaluation that examines program implementation, as well as the experiences and perceptions of participating landlords and tenants. The process evaluation will serve as a complement to the outcome validation by seeking to better understand how the program is operating to achieve those outcomes, areas for improvement, ongoing challenges to be addressed, and other key lessons learned. The results from the process evaluation will support continuous improvement that shapes ongoing program implementation and elevates learnings that can inform how similar programs could be rolled out in other geographies.

The process evaluation will explore the following areas of interest:

- Variability in property type, location, and landlord services for participating properties
- Tenant enrollment, including an analysis of key demographic/household characteristics of participating residents and the types of services and supports they utilize
- Landlord enrollment, including key characteristics of participating landlords (portfolio size, organizational size, community partnerships, BIPOC leadership, etc.)
- Barriers to both tenant and landlord enrollment and retention (including assessing the resources required of landlords to participate), exploration of engagement strategies that seem most promising to bring additional landlords and tenants into the program, and what it takes from housing providers to optimize success for both housing providers and participants.
- Perceptions of initial program benefits and challenges as they relate to perceived or expected tenant benefits, property management and property performance, etc.
- The ways in which program services addressed a gap or challenge for tenants in accessing short- and long-term rental assistance and other supports that foster housing stability

The process evaluation will primarily be conducted through semi-structured interviews or focus groups with landlords, property management staff, resident services staff, service providers, and residents. Additional

data collection mechanisms, if necessary, will be identified during the evaluation design phase.

### *Cost-Benefit Analysis*

#### **Preliminary Cost-Benefit Analysis**

The initial evaluation phase will include a preliminary cost-benefit analysis based on the first two years of program operations — specifically the cost savings landlords realized when investing in eviction prevention rather than going through typical eviction proceedings. The cost-benefit analysis will take into consideration factors such as: reductions in unit turnover, decline in legal fees, time saved for landlords and property management staff, ability to pay property-level staff, and other savings associated with a reduction in the number of evictions and rental arrears.

The cost-benefit analysis will be conducted through a review of landlords' reported financial outcomes and property management data for participating properties. Where possible, the cost-benefit analysis may also consider key financial outcomes for other properties owned by the program's landlords to serve as a comparison.

The preliminary cost-benefit analysis may be supplemented by semi-structured interviews with landlords and property management staff to better understand, calculate, and characterize these projected financial benefits.

#### **Final Cost-Benefit Analysis**

The evaluation plan will include a full cost-benefit analysis to quantify the cost savings that landlords experience through participation in the program, specifically the cost savings realized when investing in eviction prevention rather than going through typical eviction proceedings. This quantification of participating landlord benefits will help identify potential savings that other landlords may experience when participating in a similar or expanded program. This analysis takes place in the final year of the evaluation because all resident outcomes within the program will have been achieved and final landlord and program costs can be assessed.

Like the preliminary analysis conducted for year two, the final cost-benefit analysis will take into consideration factors such as reductions in turnover, decline in legal fees, staff and landlord time saved, ability to pay property-level staff, and other savings associated with a reduction in the number of evictions and rental arrears. To the extent possible, the final cost-benefit analysis will also take into consideration the variation of costs by key landlord characteristics (e.g., size of the landlord and for-profit/nonprofit status) to determine the extent to which the program model is appropriate for various landlord types.

### *Tenant Outcomes*

#### **Preliminary Tenant Outcomes Analysis**

The evaluation will build on the work of the validator to analyze tenant outcomes achieved in the first two years of the program. This may include a crosstab analysis of outcomes by key tenant characteristics or by other variables identified through the process evaluation as being influential for shaping tenant outcomes. The evaluation contractor will have access to the data and reports detailed in the Outcome Validation Process & Reporting section above, may have direct access to the Salesforce database, and may propose additional data collection activities when developing the evaluation plan.



## **Final Tenant Outcomes Analysis**

The last year of the proposed evaluation (Year 5) will include a final analysis of tenant outcomes, building on the outcome validation that will be conducted as part of program management. The evaluation's outcome analysis will consider tenant outcomes following participation in the program to characterize the expected tenant benefits that would result from scaling the program. The analysis will consider, to the extent possible, the relationship between program outcomes and key tenant demographic factors, and landlord and property characteristics. The evaluation will also consider the levels of tenant success by program outcome pursued and services utilized, under the assumption that some financed outcomes may have greater impacts on housing and financial stability than others.

This component of the evaluation will consider changes in arrears levels of tenants over time, their financial and housing stability at the conclusion of the program, and the ways program services addressed a gap or challenge for tenants in accessing assistance programs.

### *Landlord and Tenant Experiences*

The final evaluation analysis and report will consider the experiences of landlords and tenants throughout the duration of the program. This qualitative analysis will complement the quantitative program data to help identify, analyze, and contextualize positive outcomes and better understand how Home 4 Good addressed service gaps or needs for tenants and created financial benefit for landlords. Understanding landlord and tenant experiences throughout program implementation will provide valuable insights into key factors that can influence the success of the program model through either continued long-term implementation and/or through scaling to new geographies.

### *Public Sector Outcomes*

The evaluation will consider outcomes to the city as a result of program implementation. This will focus on understanding the benefits of investing in upstream prevention models and those that supplement existing approaches, and of supporting models that take a landlord and/or portfolio-focused approach to eviction prevention.

The evaluation contractor will work with Enterprise to determine which public sector outcomes are most likely to be impacted. This portion of the evaluation will rely on qualitative data collected through interviews and document review to identify how this program is additive to other programs and tenant supports provided by the City of New York. The evaluation will also leverage both quantitative and qualitative data, as available, to explore the impact of the program on reducing the city's staff costs and on increasing program efficiency, as applications for rental assistance and housing subsidies are processed through service providers at the portfolio level. Further, the evaluation will explore the extent to which there is a reduction in reliance on city-funded one-shot deals.

### *Program Scaling Considerations*

The evaluation will assess challenges to and opportunities for scaling the model further by expanding the program size within New York City as well as what it would take to effectively replicate it in other geographies. The assessment will explore the elements of the program model, key success factors, and contextual operating environment needed for all stakeholders in this project to benefit (residents, landlords, the city, affiliated service providers, and specific resources) in order to provide recommendations for effective scaling and/or replication. As part of this task, the evaluation contractor will periodically update the process evaluation to describe any changes to the program model that occurred over the course of implementation and identify what prompted those changes and any observable results.

### *Ongoing Program Learning and Engagement with Advisory Group*

The evaluation contractor will engage with an Advisory Group comprised of key project representatives from Enterprise, RiseBoro and Maycomb Capital, along with city agency representatives, other experts and stakeholders that can help use the evaluation findings to inform ongoing program implementation, opportunities to scale the program, and broader field building. The evaluation contractor also will seek input from the Advisory group during the evaluation design phase of the contract.

The evaluation contractor selected through this RFP will participate in one to three meetings with Advisory Group members per year. Enterprise will coordinate and facilitate the meetings (either large convenings or one-on-one meetings with each member), but will solicit the evaluation contractor’s input about the content and structure of the meetings.

One to two additional meetings to report evaluation findings to key stakeholders may be requested.

### **Evaluation Implementation**

The contractor selected through this RFP will implement the evaluation plan for program years 1 and 2, which includes the process evaluation, preliminary cost-benefit analysis, preliminary tenant outcomes analysis, and participation in Advisory Group and other learning activities.

The components of the evaluation plan that cover program years 3 through 5 will be implemented pending procurement of additional funding, by mutual agreement of Enterprise and the evaluation contractor.

<b>Evaluation Component</b>	<b>Program Years 1-2 (this SOW)</b>	<b>Program Years 3-5 (future SOW)</b>
Evaluation Design	X	
Process Evaluation	X	X
Preliminary Cost-Benefit Analysis	X	
Final Cost-Benefit Analysis		X
Preliminary Tenant Outcomes Analysis	X	
Final Tenant Outcomes Analysis		X
Landlord and Tenant Experiences		X
Public Sector Outcomes		X
Program Scaling Considerations		X
Ongoing Program Learning and Advisory Group	X	X

### *Deliverables*

1. The first deliverable will be the five-year evaluation plan, due within two to four months of execution of the contract.
  - ❖ As part of the evaluation design, the contractor and Enterprise will determine a method and frequency for sharing insights about key programmatic elements to inform continuous improvement, including landlord recruitment and support services provision.

2. At the conclusion of the initial evaluation period, the contractor will deliver a comprehensive findings report from the first two years of program implementation, which includes:
  - ❖ Findings and lessons learned that emerged from the process evaluation
  - ❖ Results of the preliminary cost-benefit analysis
  - ❖ Analysis of early tenant outcomes

Enterprise will coordinate with the selected contractor to establish a reasonable timeline for this report, with a target of approximately April 30<sup>th</sup>, 2026.

### Anticipated Contract Timeline

Enterprise seeks to engage a contractor to provide the services described in this RFP beginning in Q1 of 2025, through Q2 of 2026. Enterprise is actively seeking funding to implement the full evaluation that is to be designed as part of the scope for this project.

### Proposal Materials

Applicants should upload the information indicated below as a single PDF into SlideRoom utilizing the link provided. The Demographics questionnaire and references will have separate responses via SlideRoom.

Responses should include the following materials:

#### GENERAL INFORMATION

1. Cover letter that includes: Name of applicant; street address; website (optional); email address and phone number for point of contact
2. Partner Demographics Questionnaire (Optional – See Attachment 3)

#### NARRATIVE

A narrative of no more than 8 single-spaced pages must include:

- Summary of your/your firm’s qualifications and expertise in conducting the work detailed in the Scope of Work;
- A summary of your/your firm’s proposed approach to the tasks outlined in this RFP, including designing an evaluation plan, as well as explanations for any deviations from the process or activities proposed in the scope;
- A description of your/your firm’s experience with and/or proposed approach to coordinating with other contractors regarding data sharing/transfer;
- A description of additional qualitative and/or quantitative data that may be required to complete the scope of work, and the data collection and analysis methods you/your firm might consider utilizing;
- A description of your/your firm’s evaluation experience and capability;

- A description of your/your firm’s procedures for safeguarding personal identifiable information;
  - i. Finalists may be asked to complete a questionnaire pertaining to their information security protocols
- A description of your/your firm’s experience in the affordable housing space.

**BUDGET**

The contract for this scope of work will be structured on a cost reimbursement basis up to the total budget, which is up to \$140,000 for the development of the full evaluation plan and implementation of the portion that covers the first two program years.

Please submit a budget for developing the evaluation plan and implementing the evaluation plan for program years 1 and 2, including labor rates or price listing of all rates for all individuals who will work on the project.

The cost for the evaluation plan and the initial implementation may not exceed the total contract amount of \$140,000. A budget for the full evaluation will be developed during the evaluation design phase. If your proposal deviates from this amount, please expand upon your reasoning.

**QUALIFICATIONS**

1. Resumes and bios for each individual on the team, including information about experience with similar projects and professional qualifications;
2. Detailed overview and work samples of no more than three (3) projects on which the organization and/or team members have been involved in the last two years, illustrating current experience and capabilities relevant to this project/program/initiative. At least one work sample should be an evaluation report.

**REFERENCES**

1. Based on past projects for the areas of expertise specific to those listed within the Scope of Work, provide at least 2 references which include the following: Organization Name, Organization Contact, Title, Email, and Phone Number.

**Selection Criteria**

Applicants will be evaluated based on the following characteristics:

1. *Qualifications –30%*
  - The applicant has the qualifications necessary to successfully complete the scope of work.
  - The applicant has prior experience working on similar projects.
  - The applicant has prior experience working with similar organizations or within a related subject area.
2. *Approach – 30%*
  - The proposal demonstrates an understanding of the project objectives and desired results.

- The proposal illustrates an approach to the scope of work that will likely lead to successful results, particularly given the iterative nature of pilot programs and the degree of uncertainty associated some underlying assumptions.
  - The proposal illustrates the contractor’s ability to successfully execute the proposed approach, and refine as the program progresses.
  - The proposal illustrates the contractor’s ability to safeguard personal identifiable information.
3. *Experience and Past Performance – 20%*
- Demonstrated expertise as evidenced by references, professional certifications, accreditations, or industry recognition.
  - Quality of submitted work samples.
  - Past relevant experience of proposed team members and performance of similar projects.
4. *Budget – 20%*
- The proposal includes a detailed budget for the services described.
  - The proposed costs are reasonable.

In addition, Enterprise may contact references to confirm quality of work and a history of responsiveness and good communication skills.

## Submission Instructions

### How to Submit:

Interested parties must submit their qualifications through SlideRoom, an online system used for this opportunity. Start your application in SlideRoom by clicking on the link below:

<https://enterprise.slideroom.com/#/permalink/program/81716>

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

**Submission Deadline:** 11:59 PM EST on Friday, November 22<sup>nd</sup>, 2024

**Anticipated Selection Timeline:** Applicants will receive notification of selection by early January, 2025

Enterprise may contact applicants with questions regarding their submissions.

**Questions:** Inquiries concerning this RFP should be directed to Beth Peabody (Senior Program Director, Impact & Evaluation) at [bpeabody@enterprisecommunity.org](mailto:bpeabody@enterprisecommunity.org).

### Additional Notes:

All costs incurred in the preparation of a response to this RFP are the responsibility of the applicant and will

not be reimbursed by Enterprise Community Partners, Inc.

By submitting a proposal, applicant commits to the terms and conditions outlined in this RFP. Requests for exception to any terms or conditions must be submitted with the proposal. Enterprise reserves the right to deny requests for exception to any terms and conditions. Requested exceptions will be factored into Enterprise's consideration of award.

Standard Terms and Conditions and Standard Insurance Requirements are listed under Attachments 1 and 2. While the standard terms are mostly non-negotiable, applicant shall review and list any exceptions they have to these standard documents. Please note that the standard terms and conditions are subject to change and additional provisions may be added when contracts are awarded. In addition, Contractor may also be subject to comply with requirements of the funder of this body of work. Such requirements (if any) will be part of the final contract between Enterprise and Contractor.

### **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.

### **Conflict of Interest**

The applicant must disclose, in an attachment to their qualifications, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the submitted qualifications, the applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the applicant, the applicant's employees or their families' business or financial interests ("interests") and the services provided under the contract. In the event of any change in either interests or the services provided under the contract, the applicant will inform Enterprise regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to Enterprise's satisfaction or the applicant may be disqualified from consideration under this 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.

### **Attachments**

Attachment 1: Enterprise Standard Terms & Conditions

Attachment 2: Standard Insurance Requirements

Attachment 3: Partner Demographics Questionnaire (Optional)

## **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 **Commercial General Liability Insurance**

- in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate
- naming Enterprise as an Additional Insured as listed above

Certificate of Insurance (ACORD 25) evidencing Contractor's **Professional Liability** (also known as Errors and Omissions coverage)

- in an amount not less than \$1,000,000 per claim

Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor's **Worker's Compensation Insurance**

- in amounts consistent with state statutory requirements for Contractor

Certificate of Insurance (ACORD 25) evidencing Contractor's **Auto Insurance**

- 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 **Additional Insured** 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