



REQUEST FOR PROPOSALS

Research Efforts on Injuries of Slavery and Remedies for Reparation in the District of Columbia

October 2020

NOTE: Updated as of October 22, 2020. See **highlighted updates below.**

PURPOSE

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposal (RFP) process to secure research capacity with expertise in the reparations movement, within the District of Columbia. This RFP is designed to develop a comprehensive history of the negative impacts of slavery and subsequent systematic oppression on Africans and their descendants in the District of Columbia, as well as the costs, remedies, and responsible parties, to make repair.

This effort is in line with Enterprise's national strategic priority on advancing racial equity and upward mobility. This research phase will benchmark and inform subsequent development of cross-sector partnerships, and implementation of the recommendations, in the District of Columbia. As one example, DC Councilmember Kenyan McDuffie recently introduced a bill to create a Task Force to study and develop reparation proposals for African-Americans in Washington, D.C. It is our intended goal that this Enterprise-sponsored research will inform and advance the goals of the Task Force, should it be convened.

OVERVIEW

Enterprise's Mid-Atlantic market office is spearheading the design of a cross-sector strategy to provide an evidence-based quantifiable accounting of, and specific strategies and remedies for, the negative impacts of the Transatlantic Slave Trade (TST) and subsequent systematic oppression of African nationals and Black people of African descent within the District of Columbia (systematic oppressions include but are not limited to issues such as residential redlining and Jim Crow laws). Enterprise envisions working with a range of cross-sector stakeholders as this process unfolds, with other stakeholders potentially coordinating subsequent phases.

This strategy will comprise a Research phase, a Partnership/Commission phase, and a Remedy phase.

This RFP relates specifically to the Research phase of plan development. It is focused on producing:

- the evidentiary case for each of the five Injuries that define the negative impacts of slavery and subsequent systematic oppression on Black people of African descent that are currently or were residents in the District of Columbia;



- the quantifiable costs, and remedies or repairs, to compensate for the Injuries;
- the parties responsible for providing the repairs;
- the parties responsible for managing the distribution of repairs;
- a timeline for intervention to accomplish the repairs.

This RFP solicits for applicants with demonstrated qualifications, experience, and capacity to conduct the research and make recommendations on all elements of the Research phase.

- Eligibility on Bidding

Among other factors, the successful RFP applicant will demonstrate credentials researching the historical and quantifiable costs of the TST and subsequent systematic oppression of Black people; a developed understanding of lessons and practices from reparations and compensatory justice practices and programs in other local, state, national, and/or international venues; a track record of making the evidentiary case for the cost, remedies, and reparation actions as described herein; and an understanding of the local factors most relevant to pursuing compensatory justice in the District of Columbia.

- Period of Performance and other Important Dates

The period of performance for this contract would begin as soon as a contract is finalized between Enterprise Community Partners and the successful lead applicant. This is anticipated to occur on or before January 15, 2021.

The expected timeline for the Research phase as outlined is not less than four months, and no longer than nine months from the time of contract execution. Applicants may define a specific timeline of no more than nine months that fits their proposal best. Any extensions in time or scope beyond nine months would be negotiated with the consent of both Enterprise and the applicant, as appropriate.

The timeline and budget provided by applicants should include explicit interim and final milestones for both deliverables and payments.



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About Enterprise

Enterprise is a proven and powerful nonprofit that improves communities and people's lives by making well-designed homes affordable and connected to opportunity. As a social enterprise, we bring together the nationwide know-how, policy leadership, partners, donors and investors to multiply the impact of local affordable housing development. Over more than 35 years, Enterprise has created 662,000 homes, invested more than \$52.9 billion and touched millions of lives.

Enterprise's Mid-Atlantic market office is spearheading the design of a cross-sector, multi-stakeholder strategy to provide an evidence-based quantifiable accounting of, and specific strategies and remedies for, the negative impacts of the Transatlantic Slave Trade (TST) and subsequent systematic oppression of African nationals and Black people of African descent within the District of Columbia. This strategy will comprise a Research phase, a Partnership/Commission phase, and a Remedy Implementation phase.

Project Overview

For the Research Phase of the project, Enterprise desires to hire through this RFP sufficient qualified research capacity with expertise on the reparations and economic redress movement. Researchers would be responsible for pursuing the Five Injury Areas defined below.

For each Injury area, researchers will develop the following information and recommendations:

1. A **history** of the injury
2. How the injury has historically impacted and **exists among Black/African-American residents in the District of Columbia today**
3. **Remedies** for the injury at the municipal level (as it applies to both public and private sector entities that caused the injury in the District of Columbia – including the geographical boundaries held by the District of Columbia from its founding on July 16, 1790 until current day) Recommendations may include those related to direct payments to individuals and/or recommendations related to institutional and systems level investments
4. **Cost** of the reparation that applies within the District of Columbia
5. A **timeline** for intervention
6. **Person or group responsible for the repair**, and their connection to the injury.

The Five Injuries – Enterprise is grounding its definition of the injury areas in the work of The National Coalition of Blacks for Reparations in America (N'COBRA). Founded in 1987, N'COBRA is solely focused on compensatory justice for the enslavement of Africans. As such, the organization argues that there are Five Injuries born in slavery that manifest themselves in a myriad of forms today. The defined Injuries provide a clear way to organize and define both the costs, and remedies, for compensatory justice.



The injury area definitions are below and are largely taken from the N'COBRA public website with some minor exceptions. They include:

- **Peoplehood/Nationhood** – The destruction of African peoples’ culture, and the infringement of the larger culture upon Black people of African descent in the United States and the prior colonies. Jim Crow and ongoing discrimination have resulted in a denial of rights of Blacks to openly express their culture, appropriation of their culture, and denial of the right and resources necessary to be a self-determining people. Throughout this country’s history African Descendants’ efforts to be self-determining have been met with violence and destruction as evidenced by the untold numbers of Black townships, such as Greenwood, Oklahoma; Rosewood, Florida; and Wilmington, North Carolina – townships ultimately destroyed because of the surrounding white community’s desire to suppress models that refuted their claims of white superiority.
- **Education** – The denial of the right to an education started in slavery with criminal sanctions imposed on enslaved Africans who learned, and anyone who taught them to read or write. Maintenance of dual, separate but unequal systems from slavery to the present provided an inferior education in schools with predominantly Black students of African ancestry. Federal funds were often provided to schools despite this dual education system – one predominantly Caucasian and the other for predominantly Black students of African ancestry.
- **Health** — The focus is on physical and mental health. Health knowledge of enslaved Africans was appropriated and enslaved Africans functioned as non-paid health care providers for others; the use of Black people of African descent as subjects for tortuous health experiments (Tuskegee Syphilis Study) and the denial of quality health care during and post-slavery. The health injury area also includes the continuing discrimination in the provision of health care, including the disproportionately higher rate of closures of hospitals serving Black communities; lack of access to health insurance to provide affordable access to health care; the failure to validate health care protocols for Black people of African descent; and the failure to provide the appropriate medical treatment for critical health care symptoms which have resulted in higher rates of death for Black people of African descent compared to Caucasians exhibiting these symptoms. Finally, this injury area includes an examination of post-slavery stress syndrome, a developing area of investigation by Black mental health professionals of African descent.
- **Criminal Punishment** – The enslavement of African peoples necessitated the development of a dual punishment system that continues to exist in the U.S. This dual system punishes Black people of African descent more harshly than Caucasians for the same conduct. Examples of the dual system were found from the period of enslavement through the Jim Crow era. The ongoing discrimination is most vividly evident with the continuation of disparate punishments for, and a disproportionately higher number of, Black people of African descent being incarcerated for violation of the drug laws. In addition, Black people of African descent are subjected to racial profiling and the disparate imposition of the death penalty where Black men are more likely to

be charged and convicted of a capital offense than a similarly situated Caucasian and particularly for killing a Caucasian.

- **Peoplehood Wealth/Poverty** — The wealth gap between Black people of African descent and Caucasians created during the enslavement of African peoples has been sustained. This has occurred through the confiscation of land, systemic discrimination in housing opportunities through Redlining, forced displacement, and intentional denial of access to safe, affordable, sustainable housing and connection to opportunities. Many of these factors continue in the present day. Note that the negative impacts of higher rates of job and income loss among Black households during the Great Recession have not been mitigated. In addition, the COVID-19 pandemic is already showing evidence of higher rates of eviction and foreclosure among these subsets of households. Any further widening of housing tenure and home ownership access and stability gaps between white and households of color will also have longer term implications for the persistent American racial wealth gap.¹

Scope of Work and Deliverables

The deliverables for this project will comprise an executive summary of the project, an Executive Summary with key recommendations, an appendix sourcing research and citations for the project, and chapters of evidentiary content for each of the Five Injury areas.

For each Injury area, a researched chapter will include the following information and recommendations:

1. A **history** of the injury
2. How the injury has historically impacted and **exists among Black/African-Americans in the District of Columbia today**
3. **Remedies** for the injury at the municipal level (as it applies to both public and private sector entities that caused the injury in the District of Columbia – including the geographical boundaries held by the District of Columbia from its founding on July 16, 1790 until current day) Recommendations may include those related to direct payments to individuals and/or recommendations related to institutional and systems level investments
4. **Cost** of the reparation that applies within the District of Columbia
5. A **timeline** for intervention
6. **Person or group responsible for the repair**, and their connection to the injury.

The applicant will also provide both a research product and summary presentations, graphics, and/or presentation slides reflecting the key elements of the research for wider audiences. Upon mutual agreement, the applicant may be invited to present findings (interim and/or final) to audiences defined

¹ National Coalition of Blacks for Reparations in America. (2020). *The Five Injuries of Slavery Defined*. <https://www.ncobraonline.org/injuries/>



by Enterprise and timed in collaboration with the applicant.

Applicants will provide monthly progress reports to Enterprise, including:

- status of the research areas, draft materials and updates on ongoing engagement on the project
- updates to the project timeline and milestones on deliverables
- an accounting of time spent, costs incurred, and cumulative totals toward the project budget and milestones for deliverables

In addition, the applicant's team will be available for phone/video conference meetings with Enterprise project staff and others as requested, to guide the project and or to report on findings to date.

Budget

Include applicable budget information:

- \$150,000 is available for this project scope of work.
- The RFP will be awarded to one lead applicant, which may be an institution, individual, or partnership, e.g. Enterprise will work with the one lead applicant to administer the RFP. Deliverables may be accomplished by multiple parties or individuals; the applicant should be the lead contact who will manage the parties, receive proceeds from Enterprise, and dispense funds as per contractual agreement.
- The budget is intended to include direct and indirect costs to accomplish all of the deliverables identified within the time specified.
- At the applicant's option, should they desire to provide a wider package of deliverables than are required by the RFP, this may also be included in the application. Applicants should provide detailed budget line items for any proposed expenses in excess of \$150,000, along with justification for the value of any expanded scope of work.
- The budget may be designed by the applicant as a fixed price/milestone or cost reimbursement model. Costs may include travel, time & materials, and labor rate as provided by the applicant.
- Cost/expense requirements or limitations on eligible expenses, if applicable.

Proposal Materials

Responses should include the following materials:

- a. Cover letter on company letterhead (should include the name, title, address, telephone number, and e-mail address for point of contact for the applying organization).
- b. Please indicate if the applicant includes:
 - Minority Business Enterprise?



- Native American Business?
 - Small Business?
 - Women-Owned Business?
 - Veteran-owned small business?
 - Service-disabled veteran-owned small business
 - SBA certified small disadvantaged business
 - SBA certified 8(a) firm
 - SBA certified HUBZone firm
- c. Qualifications (limited to two pages) to include the contractor’s qualifications to conduct the scope of work activities, expertise, knowledge, and experience. Experience should include examples of conducting similar or related research in the field of reparations, including but not necessarily limited to municipal, state, or national compensatory justice.
- d. Narrative (limited to four pages) of contractor’s proposed approach, including:
- The process and specific activities to be conducted to achieve the stated goals.
 - A timeline for the activities.
 - Milestones and deliverables tied to activities.
- A detailed budget for each task, along with proposed payment schedule tied to project milestones or deliverables.
- e. A detailed budget for each task, along with proposed payment schedule tied to project milestones or deliverables.
- f. Resumes and bios for each individual on the team, including information about experience with similar projects and professional qualifications.
- g. Based on the past projects identified in the qualification section, attach samples of completed work (no more than three).
- h. Based on the past projects identified in the qualification form, attach current contact information of clients for whom similar services were provided (no more than three).

Selection Criteria

Applicants will be evaluated on the following characteristics:

- a. 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 other Qualification criteria identified in Proposal Materials Section.
- b. Approach – 15%



- 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.
 - The proposal illustrates the contractor's ability to successfully execute the proposed approach.
- c. Work Plan - 20%
- The proposal adequately details project activities and milestones, or deliverables, associated with each stage of the scope of work.
 - The proposal includes a detailed timeline.
 - The work can be completed within the required project timeline.
- d. Experience and Past Performance— 20%
- Demonstrated expertise as evidenced by professional certifications, accreditations, or industry recognition.
 - Quality of submitted work samples.
 - Past relevant experience and performance of similar projects.
- e. Budget – 15%
- The proposal includes a detailed budget for each stage of the scope of work.
 - 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.

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.

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

Submission Instructions

Submission deadline for the Research Efforts on Injuries of Slavery and Remedies for Reparation in the District of Columbia RFP is **5:00PM ET, November 19, 2020.**

Any potential respondents who may have questions about the RFP project or process should submit questions via email directed to Melissa Bondi, Mid-Atlantic State & Local Policy Director, at MBondi@EnterpriseCommunity.org, and Jemima Otchere, Office Administrator, JOtchere@EnterpriseCommunity.org, **no later than 5:00PM ET, October 30, 2020.**



If you have already submitted an inquiry to Enterprise regarding the RFP, you do not need to re-submit.

Enterprise will post responses to all inquiries via a Q&A document at the Enterprise RFP webpage (<https://www.enterprisecommunity.org/where-we-work/mid-atlantic>) by 5:00PM ET, November 6, 2020. We will not provide direct responses to individuals, so that all candidates may receive the same guidance concurrently.

Proposals must be submitted in SlideRoom by clicking here: [SlideRoom link](#)

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.

Right to Reject

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

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

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

Confidentiality

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

Notification of Selection and Timeline

Applicants will receive email confirmation of their submissions on **Monday, November 23, 2020**.

Enterprise may arrange for interviews with certain applicants for further discussion and consideration. In these instances, applicants will be contacted to schedule interviews during **December 2020**.

Enterprise will select an awardee on or before **January 15, 2020**. All applicants will receive an email to inform them of their individual status no later than **January 15, 2020**.



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:

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;

1. 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
2. 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

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; information regarding Enterprise’s financial and strategic planning; 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 from third parties, 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.

7. Return of Documents. 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 upon Enterprise’s request or upon the completion of this Contract.

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. Subcontractor represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction.

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. 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.

22. 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.

23. 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.