



ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR QUALIFICATIONS – Northern California

PURPOSE & OVERVIEW

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Qualifications (RFQ) process in order to prequalify firms and consultants to support future work with Enterprise in various capacities. Applicants may apply for one or more areas outlined within the document. Applications will be submitted through SlideRoom at this link:

[SlideRoom Application Link](#)

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About Enterprise

[Enterprise](#) is a national nonprofit on a mission to make home and community places of pride, power and belonging for all. To make that possible, we operate the only organization designed to address America's affordable housing crisis from every angle: we develop and deploy programs and support community organizations on the ground; we advocate for nonpartisan policy at every level of government; we invest capital to build and preserve rental homes people can afford; and we own, operate and provide resident services for affordable communities. All so that people not only make rent, they build futures. With this end-to-end approach, 40 years of experience and thousands of local partners, Enterprise has built and preserved 662,000 affordable homes, invested \$53 billion in communities and changed millions of lives.

Work Activities

Enterprise seeks to prequalify firms and consultants with specialties in the following areas (one or more), as they pertain to their mission to advancement of affordable housing and services for the underserved of the community. You may submit to qualify for one or more of the areas:

- Technical Assistance (e.g. Expertise in aspects of affordable housing, feasibility consulting, predevelopment, legal, etc).
- Media (e.g. creating videos, handbooks, blogs, graphic design, photography, website development/maintenance, etc.)
- Research & Communications (e.g. community outreach, conducting trainings, interview, surveys, coaching, etc.)
- Policy Related Services
- Other

Proposal Materials

GENERAL INFORMATION

1. Organization/Consultant Name
2. Address
3. City
4. State
5. Zip Code
6. Contact Person Name
7. Contact Phone Number
8. Contact Email Address
9. Website
10. Additional Certification (Select One)

- a. Women Owned
- b. Minority Owned
- c. Veteran Owned
- d. Native American Owned
- e. Small Business
- f. Other
- g. None

11. Geographic Locations (Select all that apply)

- a. All-Nationwide
- b. New England
- c. Mid-Atlantic
- d. Pacific Coastal
- e. Rocky Mountain
- f. Southwest
- g. Midwest
- h. South
- i. Other

12. W9 Form (Upload to SlideRoom)

13. Certificate of Good Standing (Optional - Upload to SlideRoom)

AREAS OF EXPERTISE

1. Select your primary area of expertise (Select One - see list under Work Activities)
2. Select any additional areas of expertise (Select all that apply – See list under Work Activities)
3. In a short narrative (less than 500 words), describe your organization’s expertise in the areas you selected above.
4. Attach resumes of key personnel (one attachment – Upload to SlideRoom)
5. As an option, you may attach any additional information demonstrating your expertise, such as project samples or additional narrative information (one attachment – Upload to SlideRoom)

TERMS AND CONDITIONS

1. Do you agree with our standard terms and conditions (Select Yes/No). These are attached with this RFQ.
2. If you selected “No” to question 1, please list your exceptions in the table with column headings: Section Number, Proposed Change, Reasoning

PRICING

1. List your current labor rates for primary positions. Enterprise will allow reasonable increases to labor rates on a yearly basis. List under table with column headings: Name/Position, Labor Rate.
2. Are your labor rates average or lower within your field? (Select Yes/No)
3. If you selected “No” under item 2, please provide explanation of above average rates. (Limit 80 characters)
4. Upload full rate sheet, if applicable

FEDERAL REQUIREMENTS (Optional - Required for services being federally funded)

1. DUNS Number (Enter into field)
2. SAM.gov Expiration Date (Enter into field in the format MM/DD/YY)
3. Federal EIN (Enter into field. If using your SSN, please note, but do not enter)

REFERENCES

Attach at least 2 references which include the following: Organization Name, Organization Contact, Title, Email, and Phone Number. (PDF Upload to SlideRoom)

Selection Criteria

Applicants will be scored on the below criteria

1. Bidder’s overall technical expertise and experience within their primary area of expertise (50 points maximum).
2. Bidder’s unique technical expertise and experience as it relates to Enterprise’s mission (25 points maximum)
3. Bidder’s competitive pricing within the market (25 points maximum)

Bidders must score a minimum of 70 points total to become a qualified contractor for Enterprise.

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

Upon qualification, contractors will be issued a Master Contract and be placed on Enterprise’s contractor roster for your primary area of expertise. The Master Contract does not obligate Enterprise to retain a contractor for any award. Any such further contracting will be by Task Order. Contractors will periodically receive invitations to provide price quotations on specific scopes of work through verbal/written solicitation. Contractors will be expected to indicate their availability to perform the scope of work and timeline for submission of deliverables. Contractors will be issued

Task Orders for services awarded to them.

The term of prequalification and Master Contracts for contractors is typically three years from acceptance. Qualifications and Master Contracts can be renewed upon upcoming expiration of the existing Master Contract. Enterprise will consider yearly rate increases, which will be incorporated into the Master Contract, along with any open Task Orders, by written Modification to the agreements.

Submission Instructions

Proposals may be submitted at any time through 12/31/22.

Inquiries concerning this RFQ should be directed to Tricia Coburn, Sr. Contracts Specialist at pcoburn@enterprisecommunity.org.

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 attached with 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. Additional funder provisions may be included in the master contract, if necessary, and depending on the primary funding source.

Right to Reject

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

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

1. Notification of Qualification Determination: Bidder will receive notification from Enterprise on their qualification status within 10 business days from date of Bidder's submittal.
2. Anticipated Award of Master Contract: Enterprise anticipates awarding Master Contracts to qualified contractors within 5 business days of notification of qualification.
3. Invitation of Task Orders: As the need for a contractor arises, Enterprise will invite qualified contractors to provide price quotations on specific scopes of work through verbal/written solicitation. Responses to invitations for Task Orders are due within 5 business days of issuance of invitation, or per direction of Enterprise.
4. Anticipated Award of Task Orders: Upon selection of contractor for specific scopes of work, Enterprise will issue a Task Order within 5 business days.

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 RFQ. "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 RFQ 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 RFQ process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.

Applicable Requirements (Federally Funded Awards Only)

DUNS and SAM Registration

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

Information on how to register for each is below:

Resources for DUNS Number

The DUNS number is a nine-digit number, issued by Dun & Bradstreet that is assigned to and used by businesses and the federal government to keep track of more than 70 million businesses worldwide. A DUNS number can be obtained free of charge by applying online at <http://fedgov.dnb.com/webform> or by phone at 1-866-705-5711 from Monday - Friday 7 AM to 8 PM C.S.T.

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

Resources for System for Award Management (SAM)

The System for Award Management (SAM) is a free web site hosted by the federal government that consolidates the government-wide award reporting systems into one system. SAM streamlines processes, eliminating the need to enter the same data multiple times, and consolidates hosting to make the process of doing business with the government more efficient. The website and information on how to create a user account is found at <https://www.sam.gov/SAM/>.

To receive an award, contractors must not have active exclusions or delinquent federal debt and may not be currently debarred, suspended, proposed for debarment or declared ineligible for awards by any federal agency.

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

Federal Funding Accountability and Transparency Act (FFATA)

Contractors must comply (as applicable) with FFATA and provide necessary information to enable

Enterprise to comply with FFATA reporting requirements. Please visit <http://www.fsrs.gov> for more information.

High Rate Limitation

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

Attachments

Attachment 1: Enterprise Standard Terms & Conditions

Attachment 1 - STANDARD TERMS & CONDITIONS

1. Confidential Information. “Confidential Information” is information which Enterprise, in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; 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.