

ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

New York Market Office / Government Relations Consultant

October 2020

PURPOSE

The New York office of Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposal (RFP) process for government relations services for the 2021 calendar year.

OVERVIEW

A government relations firm representing Enterprise will represent both the Partners team to advance our policy priorities to ensure access to safe, stable, and affordable homes through proven housing solutions and increase resources for affordable housing for low- and moderate-income individual and families, as well as the Investment team in working with local and state agencies, utility companies, and elected officials as we finance and support the development of affordable housing.

Applications will be submitted through SlideRoom [using this link](#).

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About Enterprise

Enterprise Community Partners, Inc. (Enterprise) is a proven and powerful nonprofit that improves communities and people's lives by making well-designed homes affordable. We bring together nationwide know-how, partners, policy leadership and investment to multiply the impact of local affordable housing development. Since 1982, Enterprise has created or preserved 585,000 affordable and workforce/market rate homes and invested \$43.6 billion. Our work has touched millions of lives and helped connect people and communities to opportunity nationwide.

Enterprise's mission is to create opportunity for low- and moderate- income people through affordable housing in diverse, thriving communities. We invest capital to create and preserve quality affordable homes for low-and moderate-income people. We reinvest revenues to develop programmatic solutions in coordination with public and private partners and scale these solutions through policy change. Since our New York office opened in 1987, we have created or preserved more than 63,000 affordable homes for 167,000 residents and committed \$3.6 billion in equity, grants and loans to community development projects in the region. Nationally, Enterprise invests \$6 billion annually.

Our investment work spans the lifecycle of affordable housing, from lending to Low Income Housing Tax Credit (LIHTC) syndication to asset management. Enterprise's policy work in New York includes leading multiple statewide coalitions, working directly with policy makers, and providing recommendations with the goal of advocating for proven housing solutions and ensuring local, state, and federal government funds are used efficiently to maximize impact for low- and moderate-income individual and families.

Scope of Work and Deliverables

A government relations firm representing Enterprise will represent both the Partners team to advance our policy priorities to ensure access to safe, stable, and affordable homes through proven housing solutions and increase resources for affordable housing for low- and moderate- income individual and families, as well as the Investment team in working with local and state agencies, utility companies, and elected officials as we finance and support the development of affordable housing. Specific responsibilities include:

Advocacy

- Advising and assisting in the development of a policy and advocacy strategy, including local and statewide coalitions and strategic partnerships.
- Advising and assisting in coordinating major campaigns and events involving policy priorities and the broader affordable housing industry.
- Tracking and monitoring progress made with advocacy efforts – monthly updates and bi-annual status reports.
- Identifying opportunities and assist with participation in elected official affinity groups, especially those that represent Black, Indigenous and People of Color (BIPOC).
- Assisting with federal policy advocacy on an as-needed basis.
- Coordinating meetings with key elected officials, including housing committee chairs and members (New York City Council and New York State Legislature), as well as NYC and NYS agencies as

requested.

- Advising and assisting in the development and execution of a local government relations strategy for select upstate cities, such as Albany, Buffalo, Rochester and Syracuse.

Legislation

- Tracking and monitoring key state and local affordable housing and community development-related legislation and providing a calendar of key hearings.
- Assisting in the development of new legislation, as well as the support, opposition or amendment of pending legislation.

Communication

- Alerting Enterprise of public hearings (as stated above) as well as other opportunities to submit public comment, including draft plans from state and local agencies.
- Reviewing testimony, marketing materials, letters to state and local officials and other messaging documents prepared by Enterprise and attending hearings at which staff are testifying.
- Working with Enterprise to quickly respond to pressing issues as they arise.
- Coordinating bi-weekly meetings with members of the Policy team and other Enterprise staff (as needed), in addition to holding quarterly strategy sessions with to ensure policy priorities and meeting requests are moving forward on the state and local level.

Other

- Ensuring all required lobbying reports are filed on behalf of Enterprise Community Partners, Inc., and Enterprise Community Investment, Inc., with the New York State Joint Commission on Public Ethics and New York City Clerk's Office.
- Providing analysis of housing and community development-related budgets for New York State and New York City.
- Maintaining state and local elected official tracker.
- Maintaining state and local bill tracker.

Investment

- Providing assistance for projects during construction relating to obtaining the timely inspection/providing service from governmental authorities and utilities as requested, including the following:
 - Department of Buildings – assist in obtaining timely inspections during the construction period.
 - Fire Department – assist in obtaining timely inspections during the construction period.
 - ConEd/Utilities – assist in obtaining timely service/installation/inspections during the construction period.
 - Provide options/alternatives to obtaining final governmental requirements/inspections to allow the property to be occupied.
 - HPD/HCR – assist in coordinating inspections and other issues.

Proposal Materials

Organizations that are represented by a principal or senior leadership team who identifies as a person of color and who is deeply sensitive to and knowledgeable about the lived experiences of low- to moderate-income communities and communities of color are encouraged to respond to this RFP.

A complete submission will include the following (*Upload one PDF document including the below items within page limits as noted*):

- a) Cover Letter: Provide a statement of interest including why you are interested in working with Enterprise. *(1 page)*
- b) Description of Qualifications: Provide an overview of experience, qualifications, including success in lobbying for the needs of low- to moderate- income communities and communities of color, and capabilities to work as the government relations consultant for Enterprise. *(no more than 3 pages)*
- c) Description of Execution on a Successful Outcome: Provide examples of involvement and success in the execution of advocacy outcomes or projects. *(1 page)*
- d) List of Clients: Provide a current list of clients for whom you provide government relations services at either the state and local level.
- e) List of References: Provide a list of references that can attest to your firm’s capabilities and experience in providing government relations services.
- f) Conflict of Interest Disclosure: Affirm that you will be prepared at all appropriate times to disclose any relationships that may be considered a conflict of interest or may raise a question of whether a conflict of interest exists with representation of Enterprise. Describe how your firm handles situations where clients have conflicting positions on pending legislation. *(1 page)*
- g) Proposed Annual Compensation/Retainer: Provide a compensation proposal for the 2021 calendar year and a preferred payment schedule.
- h) List any exceptions to the Standard Terms and Conditions and Special Conditions attached with this RFP (Attachment 1 & 2) or confirm that you take no exceptions.

Selection Criteria

Enterprise will make its selection of a Government Relations Consultant based upon the following evaluation criteria.

| <u>Evaluation Criteria</u> | <u>Eligible Points</u> |
|--|-------------------------------|
| Qualifications <ul style="list-style-type: none"> • Years of experience as a Government Relations Consultant • Evidence of successful campaign execution • Evidence of lobbying successfully for the needs of low- to moderate-income communities and communities of color • Knowledge of affordable housing and community development industry • Evidence of relationships with state and local elected officials | <u>55</u> |

| | |
|--|-------------------|
| Cost | <u>20</u> |
| <ul style="list-style-type: none"> Annual compensation proposal for scope of work | |
| Geographic Representation | 15 |
| <ul style="list-style-type: none"> Experience working with local elected officials outside of the City of New York, especially in upstate cities such as Albany, Buffalo, Rochester and Syracuse | |
| Diversity, Equity and Inclusion | <u>10</u> |
| <ul style="list-style-type: none"> Organization’s principal or senior leadership team identifies as a person of color and is deeply sensitive to and knowledgeable about the lived experiences of low- to moderate- income communities and communities of color | |
| <u>Maximum points</u> | <u>100</u> |

Enterprise may request additional information from Applicants with respect to their applications. Enterprise reserves the right to interview any Applicant, including key management.

Submission Instructions

Proposals are due by 5PM Eastern Time on Friday, November 20, 2020.

Inquiries concerning this RFP should be directed to Lorraine Collins at lcollins@enterprisecommunity.org no later than November 11, 2020.

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

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

Notification will be made to the selected bidder by December 11, 2020. Awardee will be expected to enter into a contract agreement with Enterprise by December 18, 2020. Enterprise will also notify bidders who were not selected on or around December 11, 2020. Contract period of performance will be January 1, 2021 – December 31, 2021.

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.

Applicable Requirements

Include these for federally funded awards.

DUNS and SAM Registration

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

Information on how to register for each is below:

Resources for DUNS Number

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

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

Resources for System for Award Management (SAM)

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

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

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

Federal Funding Accountability and Transparency Act (FFATA)

Contractors must comply (as applicable) with FFATA and provide necessary information to enable Enterprise to comply with FFATA reporting requirements. Please visit <http://www.fsrc.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

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; Personally Identifiable Information (as defined herein), information regarding Enterprise staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. Contractor hereby agrees that Contractor shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of Enterprise. Upon the request of Enterprise, Contractor shall promptly deliver to Enterprise all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information. For purposes of this Contract, "Confidential Information" shall not include the following: (1) information which is or becomes publicly available without fault on the part of the party disclosing such information,; (2) information which is already in the recipient's possession prior to the effective date of the Contract and is not otherwise Confidential Information; (3) is independently developed by the recipient outside the scope of this Contract and without references to Confidential Information; (4) is rightfully obtained by Contractor (and not through Enterprise) from third parties who are not known to Contractor to be subject to a confidentiality obligation and does not otherwise constitute Personally Identifiable Information, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, provided, however, that the party served ("Party Served") with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other party may seek an appropriate protective order or waive compliance with the provisions of this Contract.

2. Payment. **Payments shall not be made without Enterprise's receipt of a completed W-9 form in accordance with Section**

3 below, a Contract signed by all parties and acceptance by Enterprise of the work performed and a certificate of insurance evidencing that Contractor has the insurance coverage required in Section 9 below. When submitting invoices, Contractor should use the attached Enterprise Request for Payment form. If Contractor chooses to use Contractor's own form, each invoice must reference the Contract number, award value and period of performance. Payment will be made within 30 days of receipt of approved invoices containing the aforementioned information. Contractor must also submit all invoices within 60 days of the end of the Contract's period of performance. Contractor agrees that Enterprise will be under no obligation to pay for any invoice that is not timely submitted and received by Enterprise within the aforementioned 60-day period.

3. W-9 Form / Federal Tax Identification Number. Contractor must provide Enterprise with a signed and completed W-9 Form. **Contractor's name on the W-9 Form must match the name on this Contract, and, the W-9 Form must include Contractor's Federal Tax Identification number. PAYMENT WILL NOT BE MADE TO CONTRACTOR WITHOUT ENTERPRISE'S RECEIPT OF A COMPLETED W-9 FORM WHICH COMPLIES WITH THESE REQUIREMENTS.** Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Contractor hereby agrees to notify Enterprise immediately upon any change of any information submitted on Contractor's W-9 Form.

4. Ownership of Deliverables. Contractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Contractor under this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise. Contractor must not reproduce, publish or otherwise use the work products or any portion thereof, or allow others to reproduce, publish, or otherwise use the work products or any portion thereof, without the prior written permission of Enterprise.

5. Contractor's Performance. Enterprise expects Contractor to perform in a high quality manner and in

accordance with the standards set by this Contract. If the performance of the Scope of Work or Deliverables does not meet the obligations contained in this Contract and its Scope of Work, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies, including, but not limited to, reducing or withholding payment to Contractor, canceling the Contract, and hiring another party to complete the Scope of Work. Contractor will be liable to Enterprise for any additional costs incurred by Enterprise if the all or any portion of the Scope of Work is completed by others.

6. Use of Sub-contractors. If Contractor retains a sub-contractor to perform any portion of the Scope of Work, Contractor must first request approval from Enterprise, which shall not be unreasonably withheld. Any such sub-contractors must agree in writing to be bound by all terms and conditions of this Contract.

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 and destroy any materials that cannot be delivered back to Enterprise, including, without limitation, Personally Identifiable Information.

8. Right to Audit/Record Retention. Contractor must keep for a minimum of three (3) years from the end date of the period of performance (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles. Contractor's documentation and books of account shall be open for inspection by Enterprise or its auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.

9. Benefits/Insurance. Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, general liability, automobile, and professional liability, for Contractor or employees of Contractor. Contractor assumes full responsibility for the provision of all such insurances and fringe benefits for Contractor and all of Contractor's employees. Contractor maintains, and must maintain throughout the term of this Contract, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers' compensation insurance each in an amount not less than \$1,000,000.00 (except that the coverage for workers' compensation shall be in accordance with statutory requirements) to cover its activities under this Contract. Contractor must name Enterprise as an "Additional Insured" on its commercial general liability insurance and commercial automobile insurance and name Enterprise as "Certificate holder" on its workers' compensation coverage. Within 48 hours of Enterprise's request, Contractor must provide Enterprise with a certificate of insurance evidencing Contractor's compliance with all the foregoing required coverages.

10. Relationship of the Parties. Contractor is not an employee, partner, agent of or joint-venturer with Enterprise for any purpose. Contractor is and will remain an independent contractor in its relationship to Enterprise pursuant to this Contract.

11. Termination. Either party may terminate this Contract without cause upon the delivery of written notice to the other party in accordance with the terms of this Contract ("Termination"). In such event, the Contract will terminate thirty (30) days after such written notice was received. Any such Termination by either party shall be subject to an equitable adjustment of the Compensation due. Any such Termination by either party shall also be subject to an equitable reimbursement of Compensation paid prior to Termination for future performance rendered impracticable by Termination of the Contract. All obligations which were to be performed as of the date of Termination are discharged but any right based on prior breach of performance survives.

12. Cancellation. Upon the occurrence of a breach hereunder, Enterprise may cancel this Contract upon the

delivery of written notice to Contractor in accordance with the terms of this Contract (“Cancellation”) and retain any remedy for breach of the whole Contract or any unperformed balance thereof.

13. Indemnification.

- (a) Indemnification by Contractor. Contractor will indemnify, defend and hold harmless Enterprise and its affiliates, officers, directors, employees, consultants, advisors and representatives (the “Enterprise Parties”) from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney’s fees or loss), relating to or arising out of any material breach by Contractor of this Contract, or the gross negligence or willful misconduct of Contractor, its affiliates, officers, directors, employees, consultants, advisors or representatives (the “Contractor Parties”).
- (b) Indemnification by Enterprise. Enterprise will indemnify, defend and hold harmless Contractor and the Contractor Parties from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney’s fees or loss), relating to or arising out of any material breach by Enterprise of this Agreement, or the Contract, or the gross negligence or willful misconduct of the Enterprise Parties.

14. Limitation of Liability.

- (a) Limitation on Liability Type. Except for liability relating to a breach of Section 1 of these Standard Terms and Conditions, or for claims relating to a party’s gross negligence or willful misconduct, in no event will Enterprise or Contractor be liable to the other for any indirect, incidental, special or consequential damages.
- (b) Limitation on Liability Amount. Except for liability arising from (i) the indemnification obligations set forth in Section 13 above; (ii) the confidentiality provisions in Section 1 above; or (iii) either of the parties’ gross negligence or willful misconduct, the aggregate liability of Enterprise and of Contractor arising in connection with this Contract, however caused, and on any theory of liability, including without limitation contract, strict liability, negligence and/or other tort, shall in no event exceed the Contract Amount that has been paid or payable to Contractor by Enterprise during the twelve (12) months immediately preceding the first event giving rise to such liability.

15. Personally Identifiable Information. Contractor represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein) disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction. Personally Identifiable Information shall be defined as any information pertaining to an individual that can be used to distinguish or trace a person’s identity such as name, email address, home address and phone number. Personally Identifiable Information includes the following, it being understood that the list is not exhaustive:

- 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;
- Any such information as would reasonably be expected to have the same protection as the foregoing examples in Contractor's industry.

Contractor agrees to keep all Personally Identifiable Information physically within the borders of the United States. Contractor shall notify Enterprise within 48 hours if any Personally Identifiable Information has been the subject of a data breach.

16. Amendment. Any Amendment to the provisions of this Contract must be in writing and executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Contractor may be made unilaterally by Enterprise with notice to, but without consent of, Contractor.

17. Delegation; Assignment. Contractor shall not delegate any duties or assign any rights under this Contract without the prior written approval of Enterprise. A delegation of performance will not relieve Contractor of any duty to perform or any liability for breach of this Contract.

18. Governing Law; Venue. This Contract must be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland exclusive of its conflicts of law rules. Contractor agrees that any litigation must be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and Contractor consents to the *in personam* jurisdiction of such courts. Contractor irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

19. Nonwaiver. The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Contract or to exercise any option hereunder must not be construed as a waiver or relinquishment for the future of such term or option.

20. Notice. Any notice which either party desires to provide the other party under the terms of this Contract must be sufficiently given, in writing and delivered to the party's address in this Contract or such other address as either party may specify in writing (i) by electronic mail, return receipt requested, or (ii) overnight courier or certified or registered first class mail, return receipt requested and postage prepaid, at such other party's principal place of business at the address set forth on the Contract. If by electronic mail, delivery shall be deemed effective when sent in accordance with the above provisions. If by overnight courier, delivery shall be deemed effective one (1) business day after dispatch in accordance with the above provisions. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with the above provisions.

21. Compliance with Laws. Contractor shall comply with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to it or the services being provided under this Contract. Including without limitation, the data privacy laws of any state in which Contractor shall be providing such services. Contractor shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Enterprise.

22. Authorizing Action, Parties Bound. The execution, delivery and performance by Contractor are within Contractor's powers and have been duly authorized by all necessary action. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.

23. Severability. If any provision of this Contract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Contract that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.

24. Entire Contract. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Contract, will be valid or binding; and this Contract may not be enlarged, modified or altered except in writing and signed by the parties.

Attachment 2: Special Conditions

SPECIAL CONDITIONS

Contractor will ensure that all required lobbying reports on behalf of Enterprise Community Partners, Inc. are filed with the New York State Joint Commission on Public Ethics as well as the New York City Clerk's Office.