



ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR QUALIFICATIONS

Equitable Path Forward: Advisory Services to Affordable Housing Organizations

September 2021

PURPOSE

Affordable housing organizations with BIPOC leadership continue to encounter barriers to resources like loans, grants and technical support that impede their business growth compared to white-led organizations. To break these inequitable practices and level the playing field, Enterprise Community Partners (Enterprise) has launched [Equitable Path Forward](#), a five-year, \$3.5 billion nationwide initiative targeted to help dismantle the deeply-rooted legacy of racism in housing – from the types of homes that are built, where they're built, who builds them, who has access to them, and the wealth that is generated from them. Enterprise will influence the affordable housing industry by investing in capital, grants and program support over the next five years to advance strategies that will: 1) fill the capital gap created by decades of systemic racism by intentionally investing in BIPOC-led affordable housing organizations, 2) strengthen BIPOC-led development businesses through consulting services, and 3) support existing BIPOC leaders and increase the talent pool in order to create career pathways for future BIPOC leaders in the real estate industry.

Enterprise New York has initiated a Request for Qualifications (RFQ) process to solicit Equitable Path Forward: Advisory Services (EPF AS). EPF AS is designed to support BIPOC-led organizations in the affordable housing industry to accelerate their housing development capabilities and strengthen their operations through consulting services. This RFQ is to establish a group of qualified consultants who can assist the selected nonprofit and for-profit affordable housing organizations selected to participate in the New York program and the overall national Equitable Path Forward initiative with individualize consulting activities specific to each organization. The consultants' work will be directly contracted by Enterprise. All interested consultants are strongly advised to review the linked [Request for Applications](#) for organizations to understand the full scope of EPF AS.

OVERVIEW

Enterprise seeks consultants who are:

- Able to deliver on the workplan activities of one or more organizations. BIPOC consultants are

encouraged to apply. Selected consultant will provide individualized consulting services to help the organization achieve their desired goal/outcome.

- EPF AS Program Period: August 2021 through August 2023 for the New York program and 2026 nationally.
- Consultant Period of Performance: Consultants will be retained for to-be-determined periods during the EPF AS Program Period.

Contents

About Enterprise.....	4
Project Overview	4
Scope of Work and Deliverables	5
Fee Schedule.....	10
Selection Criteria	11
Submission Instructions.....	12
Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises.....	12
Confidentiality	12
Notification of Selection and Timeline.....	13
Conflict of Interest	14
Attachments	15

About Enterprise

Enterprise Community Partners, Inc.'s (Enterprise's) mission is to make home and community places of pride, power, and belonging and platforms for resilience and upward mobility. To make this possible, we develop and deploy programs and support community organizations on the ground; we advocate for nonpartisan policy at every government level; we invest capital to build and preserve rental homes people can afford; we own, operate, and provide resident services for affordable communities. Across the country, we have invested more than \$61 billion in communities, creating and preserving nearly 793,000 homes, delivering impactful technical assistance and capacity building to both our public partners and developers and working with key stakeholders to achieve the systems change that is needed to address the severe housing crisis.

Project Overview

Enterprise recognizes the importance of Black Indigenous and People of Color (BIPOC)-led affordable housing organizations to our most vulnerable communities. Yet, for decades, affordable housing, community development, and commercial real estate sectors have been helmed by disproportionately white leadership, even as they serve to create affordable rental homes primarily in neighborhoods of color. Affordable housing organizations led by BIPOC, meanwhile, continue to face systemic barriers that impede their growth and sustainability. This inequity resulting from decades of discrimination and continued disinvestment calls for a solution to support affordable housing or housing organizations with BIPOC leadership and which are looking to grow their development pipelines or strengthen operations. This is especially critical given the tighter margins to developing and operating housing as a result of Covid-19.

This RFQ is initially seeking consultants to support participating organizations in New York State and Puerto Rico through Equitable Path Forward: Advisory Services (EPF AS). The initial engagement will be over a 12-24-month period and will support BIPOC-led organizations in the affordable housing industry to accelerate their housing development capabilities and strengthen their operations through consulting services valued up to \$30,000 each. With improved housing development capacity and stronger operations, BIPOC-led organizations will be better positioned to undertake affordable housing development and preservation opportunities. This RFQ will additionally be used to support the overall EPF initiative, which will contract with consultants across the country to provide similar services for BIPOC-led developers across the country during the next 5 years.

An organizational and leadership goal assessment of the partner developers was conducted by Enterprise staff to identify areas or priorities for the organization, including financial position, real estate development capabilities, fundraising, and asset management, and any leadership development support needs for the Executive Director/CEO. Enterprise has worked with each organization to turn their organizational and leadership assessments into a consultant scope of work. Enterprise seeks consultants to deliver on the activities and deliverables outlined under each consultant scope of work specific to the organization.

See Appendix A for a copy of the Enterprise Standard Terms and Conditions that will be part of the contract agreement with Enterprise. The consultant must also comply any terms and conditions required by Enterprise's funding source(s) for future engagements to provide advisory services. **The Enterprise Standard Terms and Conditions and any funder-required additional terms and conditions are non-negotiable.**

Scope of Work and Deliverables

Enterprise is looking for firms and consultants with diverse expertise to assist affordable housing organizations with their specific scope of work activities and deliverables. Interested firms and consultants may submit proposals to support **one or more** organizations with their specific consultant scope of work activities and deliverables. Scope of work activities may be performed either remotely or in person, subject to a match between the consultant's expertise and organizational preferences. This RFQ may also serve to qualify consultants for future engagements through the national EPF program for work with other affordable housing developers that have similar advisory service needs. Consultants need only submit specific responses to the Specific Scopes of Work and Deliverables below.

Organizational Scope of Work and Deliverables

Scope #1: For-profit organization based in NYC

Overview: Consultant with asset management and real estate finance background will provide recommendations and strategic next steps on creating and staffing an efficient asset management division and provide recommendations to improve the financials of the real estate portfolio.

Desired goals: creation and staffing of an efficient management division; improve the financials of the real estate portfolio; and position the organization to expand into a regional developer.

Task 1: Engage in several one-one-one discussions with key staff to 1) understand the structure and operation of the organization's asset management division and goals, 2) identify opportunities for improvement, including asset management best practices and software, and 3) outline next steps to implement suggested changes.

Deliverables:

1. In a brief memo, summarize opportunities/areas for improvement in order to create and staff an efficient asset management division, including incorporating asset management best practices and software and outline next steps to implement suggested changes.
2. Develop a system or processes for the asset division to share information and oversight.

Task 2: Conduct a financial analysis of the organization's real estate portfolio and identify areas for improvement, including properties with financial issues as well as areas that must be improved in order for the organization to expand into a regional developer. Review properties approaching Year 15 and recommend exit strategy and next steps.

Deliverables:

1. Create a baseline snapshot of the portfolio as of 12/21/20 starting with LIHTC deals approaching year 15
2. Through a review of 2021 year to date financial information, identify financial stressors, Covid vs. non-Covid related
3. Sensitivity analysis, using different revenue & expense projections – organization will provide various alternative revenue & expense scenarios
4. Generate a list of strategic options that could be considered to enhance the portfolio's financial sustainability into the future
5. Develop a system or processes to increase the portfolio's developer fee.
6. Recommend exit strategies and next steps for six (6) properties approaching Year 15.

Scope #2: For-profit organization based in NYC

Overview: Consultant with business planning, real estate development and financial management background will engage in several one-on-one meetings with the CEO and COO to advise on operational sustainability and develop a comprehensive growth strategy that focuses on improving the financials of the organization. This technical assistance from Enterprise's Equitable Path Forward will elevate the organization's financial profile, augment its strategic, development pursuits, increase its organizational capacity echelons and position the company to achieve significant community impacts which include the creation and preservation of affordable housing in low- and moderate-income communities.

Desired goals: improving the financial and operational sustainability of the organization that will position the organization for growth and competitiveness on larger real estate projects and strategic wind down of responsibilities from the CEO and COO to new staff.

Task 1: Conduct a financial analysis of the organization's real estate portfolio and identify areas for improvement, including properties with financial or liability issues as well as areas that must be improved in order to position the organization for strategic growth. Review the pipeline of projects, and other business lines to develop a comprehensive growth strategy that focuses on building the financial balance sheet, and liquidity position of the organization.

Deliverables:

1. Create a baseline snapshot as of 12/21/20
2. Through review of 2021 year to date financial information, identify financial stressors, Covid vs. non-Covid related
3. Sensitivity analysis, using different revenue & expense projections – organization will provide various alternative revenue & expense scenarios
4. Generate a list of strategic options that could be considered to enhance the portfolio's financial sustainability into the future
5. Develop a comprehensive growth strategy that focuses on building the financial balance sheet, and liquidity position of the organization, including increasing the portfolio's developer fee and helping leadership identify resources needed to execute strategy.
6. In several one-on-one sessions with the CEO/COO, discuss:
 - What financing can the organization pursue in the short term to address the organization's immediate capital needs
 - Where can the organization access credit enhancement and access reasonable debt products that will best serve the organization's business operational goals for the short- and long-term needs, access to flexible operational capital
 - Financial management strategies that will help leverage the organization's cash as collateral to support our growth
 - How to structure the organization's financials to secure its own guarantees and provide guarantees for future affordable development projects (i.e., using Enterprise Guarantee Structure requirements for affordable housing developments as a baseline).
 - Creating a business investment strategy that will help the business meet future operating and financial requirements for less productive years.
 - Understanding the implications of business taxes and tax strategies for the organization's ongoing operations and future growth

Task 2: Review the organization's operations, including business lines and pipeline, identify staffing gaps, such as

Chief Financial Officer (CFO), Director of Real Estate Development, Project Manager, Asset Manager and Property Managers. Understand what responsibilities the CEO and COO would like to let go, such as daily operations and project management duties. Suggest positions to be filled in order to meet staffing gaps and specific responsibilities the CEO and COO would like to transfer over to staff to prepare the organization for growth.

Deliverables:

1. Review positions that should be filled to meet staffing gaps with the CEO and COO
2. Understand the timeline to bring on new staff and what positions to focus on initially
3. Understanding the operating cost and financial needs to fill these new positions (salary, health care, 401k etc.)
4. Draft job descriptions of specific positions the CEO and COO would like to fill
 - a. Chief Financial Officer
 - b. Director of Real Estate
 - c. Project Manager
 - d. Asset Manager
 - e. Property Manager
5. Developing a leadership transition strategy for the executive staff. (i.e., board members of the organization)
6. Creating a business legacy plan to develop new talented employees to take on senior roles in the organization. Understanding the resources, training, and incentives to keep talent within the organization.

Scope #3: Nonprofit organization based in Puerto Rico

Overview: Consultant with business planning, lending and financial and nonprofit operational background will assess the organization's current operations and business lines and help the organization brainstorm ways to improve operations and expand business line.

Desired goals: improved financial and operational sustainability that will position the organization for growth and competitiveness. Identify new business lines for the organization to pursue.

Tasks:

1. Assess the organization's operations, including team capabilities and recommend areas for improvement.
2. Analyze the organization's business lines to help leadership understand what business lines are generating revenue vs. losses.
3. Assess the organization's lending activities, analyze whether the organization can increase income as a lender, and provide recommendations on how lending should be structured to be able to secure additional capital for development and provide income towards sustainability.
4. Help identify one to two new business lines for growth or additional income generating strategies that can be implemented by the organization in the medium to long term.

Deliverables:

1. Memo summarizing operational and team capability for improvement.
2. Memo summarizing feedback on the performance of business lines – which business lines are generating revenue vs. losses and ways to increase the profit of each service.
3. Memo summarizing the organization's lending capabilities, including increasing income as a lender and providing recommendations on how lending should be structured to be able to secure additional capital for development.
4. Based on the review of the organization's operations and business lines, suggest one to two income

generating business lines the organization could consider as part of the organization's growth strategy.

Scope #4: Nonprofit organization based in NYC

Overview: Consultant with finance, nonprofit operations and asset management and HR and finance database background will engage in several one-on-one meetings with the leadership of the organization to update systems and databases to better support day to day operations.

Desired goals: updating systems and policies to enhance operations to prepare the organization for future growth in their housing development goals.

Task 1: Review the organization's asset management systems and recommend updated system and database

Deliverables:

1. Recommended software for financial reporting
2. Assistance with implementing a new flexible, adaptable financial database that is fully digital and allows for easier reporting on trends and allows you to run reports directly from the system. The system should allow for supporting documents to be stored in the system in a searchable format. The system should allow for workflows and for staff to assign and execute next steps for submissions and approvals. The system should allow for seamless management of restricted grant allocations that do not require manual re-entering of necessary information. The final output would be a new working system to run parallel with our current system until the old system can be phased out.
3. Recommended system to allow for managing expense reimbursements and charges to the company credit card
4. Recommended system to eliminate redundancy in finance systems while maintaining accountability

Task 2: Review the organization's HR policies and procedures to ensure compliance with relevant labor laws and reflect our commitment to diversity, equity and inclusion and recommend updates including possible database to streamline HR functions.

Deliverables:

1. Draft updated HR policies and procedures that reflect a commitment to diversity, equity and inclusion
2. Recommend a paperless HR data system
3. Online applications and follow-up status, including relevant licensure, references etc.
4. Tracking onboarding trainings and other required documentation
5. Tracking progressive discipline from verbal warning, written warning, CAP, etc.

Scope #5: Nonprofit organization based in NYC

Overview: Consultant with asset management and real estate development expertise will analyze the organization's compliance and monitoring systems and make recommendations for improvement. Consultant will also review the organization's asset management department and provide recommendations on how to restructure the asset management department, including drafting key positions and job descriptions to onboard.

Desired goals: enhance the organization's capacity to monitor real estate projects more effectively and onboard new staffing needed to better support affordable and supportive housing development.

Task 1: Analyze the organization's compliance and monitoring systems and make recommendations for improvement. Identify Year 15 and other finance and compliance deadlines. Suggest Year 15 exit strategies for three properties approaching Year 15. Assist in determining when projects should be considered for [JOE NYC](#).

Deliverables:

1. Memo summarizing recommendations for improvement on compliance and monitoring as well as Year 15 and other finance and compliance deadlines
2. Memo summarizing Year 15 exit strategies for three properties approaching Year 15
3. Memo outlining indicators/considerations in determining when projects should be for considered for [JOE NYC](#)

Task 2: Review the organization's asset management department and assist the organization in completing a successful restructuring of their asset management department by hiring a new asset manager, compliance manager and financial analyst.

Deliverables:

4. Make recommendations on how the organization could restructure its asset management department
5. Draft job description for a new asset manager, compliance manager and financial analyst

Scope #6: Nonprofit organization based in Puerto Rico

Overview: Consultant with asset and property management background will analyze the organization's property management infrastructure and provide recommendations for improvement, including incorporating known best practices and tools to increase the function and efficiency of the organization's property management division.

Desired goal: increase the capacity of the organization's property management department to position the organization to take on future development opportunities.

Task: Analyze the organization's property management infrastructure and provide recommendations for improvement, including incorporating known best practices and tools.

Deliverable:

1. Memo summarizing areas for improvement, including property management best practices and tools and suggested next steps.

Scope #7: Other future New York or National EPF engagements with similar scope of work and deliverables to any of the above.

Deliverables & Timeline

All required services for the New York program will be provided and completed during the New York EPF AS program period of August 2021 to August 2023. The overall EPF initiative will extend for up to the next five years. Selected consultants are expected to be matched with New York EPF partners organizations by October 2021 with the contract agreements finalized with Enterprise at that time. Consultants may also be engaged

for future assignments with New York or National EPF partners on the basis of their responses to this RFQ. Any specific fee and scope details for future New York or National EPF assignments will be subject to negotiation with the selected consultant.

Consultants' Fee Schedule for each Organizational Scope of Work

Up to \$30,000 per organization to deliver on the workplan activities. Enterprise will select qualified consultants who will deliver the highest quality deliverable at the best value.

Selection Criteria

Proposals will be reviewed by Enterprise staff. Each application will be evaluated on the following characteristics. All responses to the RFQ will be evaluated to assess vendor qualifications, experience, and ability to meet the full scope of work activities and deliverables within the budget of up to \$30,000 for each organization's consultant scope of work activities and deliverables. Additionally, consultants selected through this RFQ will be deemed eligible to negotiate contracts with Enterprise for specific scopes of work associated with the New York program and overall national EPF initiative.

- a. Qualifications, Experience and Past Performance
 - The consultant has the qualifications necessary to successfully complete the scope of work.
 - The consultant has expertise and prior experience working on similar projects.
 - The consultant has prior experience working with similar organizations.
- b. Approach and Work Plan
 - The proposal demonstrates an understanding of the scope of work objectives and desired results.
 - The proposal illustrates an approach to the scope of work that will lead to successful results.
 - The proposal illustrates the consultant's ability to successfully execute the proposed approach.
 - The proposal includes a detailed timeline.
 - The work can be completed within the required project timeline.
- c. Budget
 - Reasonableness of rates in relation to level of effort to provide stated deliverables, in relation to the consultant's skills and experience.
- d. References

As Enterprise works across different communities, we are committed to prioritizing the staffing of programs with consultants that reflect the diversity of the communities we serve. Enterprise will make efforts to utilize and prioritize small businesses, minority-owned firms, and women's business enterprises.

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

Enterprise will select qualified consultants who will deliver the highest quality deliverable at the best value.

Submission Instructions

Proposals for the New York program are due by **Friday, October 1st, 2021, 11:59PM**. National program submissions will be accepted on a rolling basis.

Qualifications **must** be submitted in SlideRoom, the online system being used for this opportunity. To start your application, please use the following [link](https://enterprise.slideroom.com/#/permalink/program/63118). Applicant must create an account in SlideRoom before starting your application. <https://enterprise.slideroom.com/#/permalink/program/63118>

IMPORTANT: SlideRoom automatically saves Applicants' work as they go. That means that even if an Applicant loses their internet connection or has computer problems, the work will be saved. Applicants can log in and out as many times as they need to complete their proposal. **However, once an Applicant submits their proposal, they cannot go back to make any edits.**

Inquiries concerning this RFQ should be directed to Jenny Yang at jyang@enterprisecommunity.org.

All costs incurred in the preparation of a response to this RFQ are the responsibility of the applicant and will not be reimbursed by Enterprise Community Partners, Inc.

By submitting qualifications, the applicant commits to the terms and conditions outlined in this RFQ. **The Enterprise Standard Terms and Conditions and any funder-required additional terms and conditions are non-negotiable.** Enterprise reserves the right to deny requests for exception to any terms and conditions.

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 prioritize small businesses, minority-owned firms, and women's business enterprises that are able to demonstrate the ability to deliver the highest quality deliverable at the best value.

Confidentiality

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

Notification of Selection and Timeline

Estimated Timeline:

- Notification of Application: Consultant will receive notification from Enterprise on their application within 20 business days from date of consultant's submittal.
- Anticipated Award of Contract: Enterprise anticipates entering into contract agreement with awarded consultant, if successfully matched with an organization within four to six weeks of notification of contract award. Please note that qualified applications would not necessarily result in a contract if no match were found.

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:

1. Giving or offering a gratuity, kickback, money, gift, or anything of value to an Enterprise official, officer, or employee with the intent of receiving a contract from Enterprise or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with applicant's performance of its duties and responsibilities to Enterprise under the contract or otherwise create the appearance of impropriety with respect to the award or performance of the contract; or
3. Currently possessing or accepting during the RFP process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.

Attachments

Appendix A: Enterprise Consultant Standard Terms & Conditions

APPENDIX A

STANDARD TERMS & CONDITIONS

1. Confidential Information. "Confidential Information" is information which Enterprise, in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; fundraising materials; information regarding Enterprise's financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding Enterprise staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. Contractor hereby agrees that Contractor shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of Enterprise. Upon the request of Enterprise, Contractor shall promptly deliver to Enterprise all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information. For purposes of this Contract, "Confidential Information" shall not include the following: (1) information which is or becomes publicly available without fault on the part of the party disclosing such information;; (2) information which is already in the recipient's possession prior to the effective date of the Contract and is not otherwise Confidential Information; (3) is independently developed by the recipient outside the scope of this Contract and without references to Confidential Information; (4) is rightfully obtained by Contractor (and not through Enterprise) from third parties who are not known to Contractor to be subject to a confidentiality obligation and does not otherwise constitute Personally Identifiable Information, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, provided, however, that the party served ("Party Served") with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other party may seek an appropriate protective order or waive compliance with the provisions of this Contract.
2. Payment. **Payments shall not be made without Enterprise's receipt of a completed W-9 form in accordance with Section 3 below,** a Contract signed by all parties and acceptance by Enterprise of the work performed. When submitting invoices, Contractor should use the attached Enterprise Request for Payment form. If Contractor chooses to use Contractor's own form, each invoice must reference the Contract number, award value and period of performance. Payment will be made within 30 days of receipt of approved invoices containing the aforementioned information. Contractor must also submit all invoices within 60 days of the end of the Contract's period of performance. Contractor agrees that Enterprise will be under no obligation to pay for any invoice that is not timely submitted and received by Enterprise within the aforementioned 60-day period.
3. W-9 Form / Federal Tax Identification Number. Contractor must provide Enterprise with a signed and completed W-9 Form. **Contractor's name on the W-9 Form must match the name on this Contract, and, the W-9 Form must include Contractor's Federal Tax Identification number. PAYMENT WILL NOT BE MADE TO CONTRACTOR WITHOUT ENTERPRISE'S RECEIPT OF A COMPLETED W-9 FORM WHICH COMPLIES WITH THESE REQUIREMENTS.** Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Contractor hereby agrees to notify Enterprise immediately upon any change of any information submitted on Contractor's W-9 Form.
4. Ownership of Deliverables. Contractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Contractor under this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise. Contractor must not reproduce, publish or otherwise use the work products or any portion thereof, or allow others to reproduce, publish, or otherwise use the work products or any portion thereof, without the prior written permission of Enterprise.
5. Contractor's Performance. Enterprise expects Contractor to perform in a high quality manner and in accordance

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

6. Use of Sub-contractors. If Contractor retains a sub-contractor to perform any portion of the Scope of Work, Contractor must first request approval from Enterprise, which shall not be unreasonably withheld. Any such subcontractors must agree in writing to be bound by the terms and conditions of this Contract that apply to the subcontractor's scope of work and deliverables, including but not limited to, Confidentiality, Personally Identifiable Information, Return of Documents, Right to Audit/Record Retention, Non-Discrimination, Licenses, and Compliance with All Laws.
7. Return of Documents. Upon Enterprise's request or upon the completion, termination or cancellation of this Contract, subject to payment of all rightfully due compensation, Contractor must deliver all records, notes, data, memoranda, models and equipment, of any nature, that are in Contractor's possession or under Contractor's control and that are Enterprise's property or relate to Enterprise's business and destroy any materials that cannot be delivered back to Enterprise, including, without limitation, Personally Identifiable Information.
8. Right to Audit/Record Retention. Contractor must keep for a minimum of three (3) years from the end date of the period of performance (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles. Contractor's documentation and books of account shall be open for inspection by Enterprise or its auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.
9. Benefits/Insurance. Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, general liability, automobile, and professional liability, for Contractor or employees of Contractor. Contractor assumes full responsibility for the provision of all such insurances and fringe benefits for Contractor and all of Contractor's employees. Contractor maintains, and must maintain throughout the term of this Contract, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers' compensation insurance each in an amount not less than \$1,000,000.00 (except that the coverage for workers' compensation shall be in accordance with statutory requirements) to cover its activities under this Contract. Contractor must name Enterprise as an "Additional Insured" on its commercial general liability insurance and commercial automobile insurance and name Enterprise as "Certificate holder" on its workers' compensation coverage. Within 48 hours of Enterprise's request, Contractor must provide Enterprise with a certificate of insurance evidencing Contractor's compliance with all the foregoing required coverages.
10. Relationship of the Parties. Contractor is not an employee, partner, agent of or joint-venturer with Enterprise for any purpose. Contractor is and will remain an independent contractor in its relationship to Enterprise pursuant to this Contract.
11. Termination. Either party may terminate this Contract without cause upon the delivery of written notice to the other party in accordance with the terms of this Contract ("Termination"). In such event, the Contract will terminate thirty (30) days after such written notice was received. Any such Termination by either party shall be subject to an equitable adjustment of the Compensation due. Any such Termination by either party shall also be subject to an equitable reimbursement of Compensation paid prior to Termination for future performance rendered impracticable by Termination of the Contract. All obligations which were to be performed as of the date

of Termination are discharged but any right based on prior breach of performance survives.

12. Cancellation. Upon the occurrence of a breach hereunder, Enterprise may cancel this Contract upon the delivery of written notice to Contractor in accordance with the terms of this Contract ("Cancellation") and retain any remedy for breach of the whole Contract or any unperformed balance thereof.

13. Indemnification.

1. 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").
2. 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.

1. 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.
2. Limitation on Liability Amount. Except for liability arising from (i) the indemnification obligations set forth in Section 13 above; (ii) the confidentiality provisions in Section 1 above; or (iii) either of the parties' gross negligence or willful misconduct, the aggregate liability of Enterprise and of Contractor arising in connection with this Contract, however caused, and on any theory of liability, including without limitation contract, strict liability, negligence and/or other tort, shall in no event exceed the Contract Amount that has been paid or payable to Contractor by Enterprise during the twelve (12) months immediately preceding the first event giving rise to such liability

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

- 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.
25. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
26. Electronic Signature. The use of an electronic signature ("E-Signature") by any party in executing this Contract shall constitute the legal equivalent of a manual or handwritten signature as if the party signed this Contract in writing. No certification authority or other third-party verification shall be required to validate the party's E-Signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature/s or this Contract.