



ENTERPRISE COMMUNITY PARTNERS, INC.  
REQUEST FOR APPLICATIONS

# Faith-Based Development Initiative

## February 2022

### OVERVIEW

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Applications (RFA) process to select 1-2 consultants to support the Faith-Based Development Initiative (FBDI). FBDI will empower Faith-Based Organizations (FBOs) to develop their property through providing technical assistance in real estate development, trainings, tools, and access to experts. Selected consultants will work alongside Enterprise to support FBOs from April 2022 to March 2023.

### APPLY

Applications are due by Monday, March 14, 2022 at 5:00 PM EST.

Applications should be submitted through SlideRoom, the online system used for this funding opportunity. Access [SlideRoom](https://bit.ly/3stV61s) here: <https://bit.ly/3stV61s>

A pre-application conference to address questions will be held on Wednesday, March 2, 2022 at 11:00 AM EST. Applicants can access the call via [Zoom](https://bit.ly/3FgR01g) (<https://bit.ly/3FgR01g>) or dial in at +1 929 205 6099 Meeting ID: 965 4394 0595 (Password: 449334).

<b>Submission Deadline</b>	March 14, 2022
<b>Awardee Notification</b>	Late March, 2022
<b>Period of Performance</b>	April 1, 2022 – March 31, 2023

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## About Enterprise

The mission of Enterprise Community Partners, Inc. (Enterprise) 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.

## Overview

In America, there is a severe shortage of affordable places to call home. It costs the U.S. economy \$2 trillion per year in lost wages and productivity, but hurts renters most, especially the 11 million households spending more than half of their paycheck on rent. The high cost and scarcity of land in many cities is a barrier to the production of affordable housing and has contributed to a lack of affordable housing options. Faith-based organizations are uniquely positioned to repurpose their land for the creation of affordable homes and community programs while also aligning with their charitable mission. Their land becomes a powerful tool for creating affordable homes in neighborhoods that need it most. This development strategy is also valuable for many faith-based organizations that are struggling with underutilized and aging facilities, declining memberships, changing neighborhood demographics and/or changing priorities. Affordable housing development can enable a congregation or organization to grow their mission, capacity and financial health while serving their congregations and communities in new, expanded ways.

While land owned by faith-based institutions is a powerful resource for community development, faith leaders typically do not have experience or expertise in developing affordable housing. Organizations with a desire to transform their unused or underutilized property into affordable homes for individuals and families need partners with experience and expertise in affordable housing to make that process less complex and the results more powerful. Faith-based organizations need training, technical assistance and pre-development funding to navigate the development process and create affordable homes.

Enterprise's Faith-Based Development Initiative (FBDI) empowers faith-based organizations (FBOs) to craft a vision for their property and develop underutilized real estate assets into affordable homes and community facilities. FBDI supports FBOs with technical assistance in real estate development, trainings, tools, and access to experts. The Enterprise FBDI will help FBOs become better equipped with knowledge and information to redevelop underutilized land and meet local



needs so that more people have access to affordable, quality homes in thriving communities.

### Scope of Work and Deliverables

Enterprise will select and work alongside 1-2 development consultants to provide technical assistance to up to 5 FBOs located in New York City and Westchester, and support FBDI activities involving trainings, tools, and providing access to real estate development and finance expertise. Applicant must be an experienced real estate development consultant with specialization in NY affordable housing financing and subsidy programs, supportive housing models, deal structuring, and partnerships.

In 2022, the consultant will complete financing feasibility studies for up to 5 FBOs, create and present content for 4-6 training sessions, position up to 5 FBOs to create a Request For Proposals (RFP) for a development partner, create tools, and join individual meetings with faith-based organizations as needed.

**Technical Assistance:** Participating FBOs will receive technical assistance from affordable housing real estate professionals to navigate an early-stage development feasibility assessment, address challenges, and advance from project conceptualization to release of an RFPs for development from experienced affordable housing developers.

- Consultant will be available for 4 hours for initial meetings with each FBO to discuss their vision and organizational assessment and answer introductory questions on affordable housing development.
- Consultant will review and advise on property reports, including appraisal and zoning.
- Consultant will provide financing feasibility studies to each FBO. This will include a proforma (development budget with sources and uses, income and expenses, cash flow, and details involving LIHTC such as eligible basis), as well as a memo that summarizes the analysis, calls out key assumptions, highlights considerations, and recommendations.
- Consultant will be available for up to 24 hours with each FBO to discuss the financing feasibility, other property reports, development recommendations, and assist with FBO's RFP for the selection of a development partner.

**Trainings:** Trainings will help FBOs understand development options and navigate the development process. A national training curriculum will be provided to FBOs by Enterprise that will complement trainings which are customized to address unique needs in the New York market.

- The consultant will create and present content for 4-6 local market trainings for FBOs to learn about FBDI and affordable housing development.
- Consultant may present briefly at 1-2 public events in 2022.



- Consultant will be made aware of national Enterprise virtual trainings and events scheduled to take place throughout the year.

**Tools:** Resources to support FBOs already in creation include: an organizational assessment tool, white paper on utilizing land owned by FBOs, Joint Venture Guidebook, and case studies.

- Consultant will create tools, as needed, to support FBOs. Resources needed may include a template for a cost-benefit analysis to assess the viability of a mixed-use development (residential and nonresidential space), containing a boilerplate budget with sources/uses, cash flow, key assumptions, and a written summary of key considerations. A separate toolkit to help FBOs design RFP strategy, project manage the RFP timeline and review process, and critically assess RFP proposals may also be needed.

**Access to Experts:** Other experts will be engaged to complete due diligence and site specific reports, including an appraiser and architect. A pro-bono legal consultant will assist FBOs with creating agreements with their development partner. Housing experts will help FBOs build the connections they need to navigate this industry and create affordable homes.

- Consultant familiarity with mission-driven development partners, or other experts as needed, may be called upon to help FBOs build connections and be positioned to create an RFP.

**Coordination with Enterprise:** The FBDI team will reflect on progress and challenges.

- Consultant will be available for up to 12 hours to regularly meet with Enterprise and coordinate technical assistance and other FBDI activities. Additional check-ins may also occur on an as-needed basis before, during, and after project completion as specified in the project-specific engagement letters.

## **Budget**

A selected consultant will receive a total budget of up to \$50,000 for workplan activities from April 2022 to March 2023. The budget should encompass activities in the categories above: technical assistance, trainings, tools, access to experts, as well as coordination with Enterprise.

Funds will be disbursed after the consultant submits an invoice and Enterprise approves. The invoice, formatted according to Enterprise's specifications, should be submitted on a monthly basis and include updates on the consultant's activities.



## Submission Instructions

Applications are due by Monday, March 14, 2022 at 5:00 PM EST.

Inquiries concerning this RFA should be directed to Betty Fong ([bfong@enterprisecommunity.org](mailto:bfong@enterprisecommunity.org)).

Applications should be submitted through SlideRoom, the online system used for this funding opportunity. Access [SlideRoom](https://bit.ly/3stV61s) here: <https://bit.ly/3stV61s>

A pre-application conference to address questions will be held on Wednesday, March 2, 2022 at 11:00 AM EST. Applicants can access the call via [Zoom](https://bit.ly/3FgR01g) (<https://bit.ly/3FgR01g>) or dial in at +1 929 205 6099 Meeting ID: 965 4394 0595 (Password: 449334).

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

By submitting applications, applicant commits to the terms and conditions outlined in this RFA. Requests for exception to any terms or conditions must be submitted with the applications. 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.

## Submission Requirements

**Note:** SlideRoom will automatically save the Applicant's work. That means that even if the Applicant loses internet connection or has computer problems, the work will still 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. Applications received outside of SlideRoom or after the deadline will not be accepted.**

## GENERAL INFORMATION



1. Organization/Consultant Name
2. Address
3. City
4. State
5. Zip Code
6. Primary Contact Person
7. Primary Contact Phone Number
8. Primary Contact Email Address
9. Secondary Contact Person Name, if applicable
10. Secondary Contact Phone Number, if applicable
11. Secondary Contact Email Address, if applicable
12. Website
13. Please let us know if your organization meets any of the following federal, state or local government-issued designations.
14. Native American-Owned?
15. Minority Business Enterprise?
16. Disadvantaged Business Enterprise?
17. Women-Owned Business Enterprise?
18. Small Business?
19. Veteran-Owned small business?
20. Service disabled veteran-owned small business?
21. SBA certified small disadvantage business?
22. SBA certified 8(a) firm?
23. SBA certified HUBZone firm?
24. List other federal, state or local government-issued designations.

Only current and certified designations from a unit of government in the United States of America should be included. Please be sure to list the full and correct name of each designation.

25. If you have not obtained one of the designations, please indicate whether you are Black, Indigenous, and People of Color (“BIPOC”) owned or led. Does the organization’s CEO identify as any of the following?
26. Select the geographic regions where you perform services
27. Upload W-9 Form
28. Upload Certificate of Good Standing



## **NARRATIVE AND APPLICATION (For each question, upload PDF document for response)**

1. Narrative (up to 6,000 characters / two pages) which must include:
  - Brief background of organization and relevant work experience
  - Experience in real estate development with specialization in NYC affordable housing
  - Experience working with Faith-Based Organizations (FBOs) in development
  - Expertise in subject matter areas listed within the Scope of Work and Deliverables
2. Work plan (up to 6,000 characters / two pages) to support FBOs from contract launch until end in the Faith-Based Development Initiative (FBDI).
3. Estimated budget for how the awarded funds will be spent.
4. Resumes and bios for each key member on the team, including experience with projects and their role in implementing work detailed in Scope of Work and Deliverables.
5. Overview and work samples of up to two (2) projects on which the organization and/or team members have been involved in the last four years, illustrating geography, current experience and capabilities relevant to this initiative.
6. For each project submitted, at least 1 reference which includes the following: Organization Name, Organization Contact, Title, Email, and Phone Number.

### **Selection Criteria**

Proposals will be reviewed by Enterprise staff. Each application will be evaluated on the following characteristics. All responses to the RFA will be evaluated to assess applicant qualifications, experience, and ability to meet the full scope of work activities and deliverables within the budget of up to \$50,000.

- a. Qualifications, Experience, and Past Performance – 40%
  - a. The consultant has the qualifications necessary to successfully complete the scope of work.
  - b. The consultant has expertise, prior experience and successful track record working on similar projects.
  - c. The consultant has prior experience working with similar organizations focused on affordable housing and/or faith-based development.
  - d. Work samples demonstrate desired quality.
  - e. Key personnel demonstrate desired expertise.
- b. Work Plan – 40%
  - a. The application demonstrates an understanding of the scope of work objectives and desired results.
  - b. The application details a strategy for the scope of work that will lead to successful results.





- c. The proposal illustrates the consultant’s ability to successfully execute the proposed approach.
- d. The proposal includes a detailed timeline.
- e. The work can be completed within the required project timeline.
- c. Budget – 20%
  - a. The proposal includes a detailed budget for each of the tasks within scope of work.
  - b. The proposed costs are reasonable, in relation to the consultant’s experience and level of effort to complete scope of work.

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.

Enterprise may request additional information from Applicants concerning their applications. In addition, Enterprise may contact references to confirm quality of work and a history of responsiveness and good communication skills. Enterprise reserves the right to interview any Applicant. Enterprise will select qualified consultants who will deliver the highest quality deliverable at the best value.

### **Right to Reject**

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

### **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**

Estimated Timeline:

1. Submission Deadline: Submission deadline for applications is March 14, 2022.



2. Notification of Application Determination: Applicant will receive notification from Enterprise on their Application status by late March 2022.
3. Period of Performance: Enterprise expects the contractor's period of performance to be April 1, 2022 – March 31, 2023.

### **Conflict of Interest**

The applicant must disclose, in an attachment to their applications, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the submitted applications, 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 RFA. "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 RFA 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 RFA process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.

### **Attachments**

Attachment 1: Enterprise Standard Terms & Conditions

## **STANDARD TERMS & CONDITIONS**

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

(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 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.