



Enterprise Community Partners, Inc.
REQUEST FOR PROPOSALS

Evaluation Consultant to Support the Evaluation of the NY CBO Landlord Connector

February 2022

PURPOSE

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposal (RFP) process to support the evaluation of its CBO Landlord Connector Initiative and to provide recommendations on streamlining voucher programs.

OVERVIEW

Enterprise seeks a contractor to support the evaluation of the CBO Landlord Connector initiative that harnesses the power of community-based organizations to connect local landlords to Emergency Housing Vouchers in New York City and to provide recommendations on streamlining voucher programs in New York.

The contractor will serve as an evaluation consultant, supporting the design, implementation, and evaluation of the initiative to summarize strategies and messaging, document lessons learned and recommend voucher program changes based on best practices. The contractor will work closely with the Enterprise teams leading the implementation and evaluation of the CBO Landlord Connector Initiative which is anticipated to run through August 2022. The contractor's period of performance will be from March 2022 to September 2022.

The selected contractor must demonstrate experience with program evaluation of this type and the ability to deliver on the proposed scope of work.

Important Dates

Proposals Due: March 7, 2022

Award Notification: March 14, 2022

Period of Performance: Through September 30, 2022

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 for all. Enterprise is the only national nonprofit that addresses America's affordable housing crisis from every angle, combining 40



years of experience, thousands of local partners and the expertise of over 1,100 employees nationwide. We bring together nationwide know-how, policy leadership, partners, donors and investors to multiply the impact of local affordable housing development.

INITIATIVE OVERVIEW

New York City has received nearly 8,000 emergency housing vouchers (EHVs) through the American Rescue Plan Act. This allocation is five times higher than the number currently processed by the two local administering agencies – the New York City Housing Authority and the NYC Department of Housing and Preservation and Development – each year.

The vast majority of these vouchers are anticipated to go towards placing people experiencing homelessness in new units. A significant barrier to successfully utilizing the incredible resource of these vouchers is identification of sufficient units for placement, particularly within the given timeframe. New York City has set up a system working on multiple fronts to identify new portfolios of units for placement.

This initiative will support and resource nine grassroots community-based organizations (CBOs), including housing operators, community organizers and faith-based institutions, to identify pipelines of small landlords including “mom and pop” owners and homeowner-occupied buildings, targeting landlords that are not already connected to larger networks and trade associations.

Opening up pipelines for small property owners to access housing vouchers will provide them with guaranteed income at a time when many have been hard hit by the Covid crisis. Tenants that are most vulnerable to economic impact in this crisis disproportionately live in small buildings of one to four units. Owners of smaller buildings tend to lack sufficient capital on hand or access to credit to be able to maintain viability if apartments are vacant. Owners of small buildings are more likely to be older and retired, without an additional source of income compared to residential property owners as a whole and are also more likely than owners of larger buildings to be Black and Latinx. Using a small sample size, HPD found that small multifamily buildings had a significant vacancy rate; filling these vacancies can stabilize properties and support small owners.

Through this program, CBOs will receive funding to support outreach and engagement through their local networks to identify property owners. The program will also include incentives, including a repair fund, to facilitate landlord participation. They will ultimately connect owners with the Mayor’s Public Engagement Unit (PEU), which will connect them with qualified tenants and expedite the leasing process.

More broadly, this initiative is an opportunity to better understand the barriers to the city’s voucher programs and make recommendations for improvements, including expanding landlord participation, streamlining voucher processes, and supporting landlords and voucher holders to achieve housing stability.

Program Logistics

CBOs engaged in this initiative may choose two partnership options: (1) Cultivation Partners who are anticipated to have a higher degree of engagement with landlords and homeowners in their communities, may already have connections to small landlords and/or homeowner occupied properties, and will cultivate landlords before referring to PEU or (2) Network partners who may include, but are not limited



to, faith-based partners and community organizers who have deep outreach networks in their communities that can be leveraged to reach landlords and homeowners for referral to PEU.

Enterprise will provide a data tracker to each CBO partner to record outreach information and track the selected performance indicators. In addition, all CBO partners will have access to (i) program tools (FAQ, key messaging points, data tracker) developed by Enterprise, the City, and the program's pilot partners, which will be updated throughout the program, (ii) messaging support to explore and identify the messaging approaches that are most effective for their audience of landlords, and (iii) access to a centralized media strategy that will include graphics and messaging, as well as centralized outreach to media sources.

Evaluation of the Initiative

Enterprise will undertake a multi-pronged evaluation effort, with the aim of informing program delivery and measuring program outcomes as well as providing recommendations for improvements to the city's voucher programs. The evaluation will take place over the course of the implementation of the initiative. The evaluation will be overseen by Enterprise's Impact and Evaluation team, in coordination with Enterprise's Vulnerable Populations team.

By focusing on the implementation and gathering feedback from the City of New York, the initiative's CBO partners and landlords as relevant and possible, the evaluation consultant will help to capture the impact of the initiative on successful utilization of housing vouchers in New York City, inform strategies for the continuous improvement of landlord uptake and retention in voucher programs, and make recommendations on streamlining voucher processes more broadly. The evaluation consultant will lead on the development, implementation and analysis within the evaluation tasks, described in greater detail below.

SCOPE OF WORK

Enterprise seeks a contractor to serve as a consultant for the evaluation of the CBO Landlord Connector initiative. The evaluation consultant will lead the evaluation tasks (described below) focused on summarizing strategies and messaging, and documenting lessons learned through the course of implementation of the initiative. As such, the evaluation consultant should have demonstrable experience with individual and small group interviews, and focus group design and implementation, as well as best practice research and analysis.

The aim of the evaluation is to capture lessons learned that can inform the value of replicating and/or scaling the CBO Landlord Connector program with other voucher programs. The evaluation is also intended to inform changes that could be made to voucher programs more broadly to streamline voucher processes, improve landlord uptake, and strategies to enhance longer-term placement success.

The range of issues to be explored include, but are not limited to those listed below; the scope will be refined with the consultant and program stakeholders:

- What existing voucher protocols or processes impede quick access and lease up of vouchers in New York City?

- What best practices from elsewhere could inform program improvements?
- What are the barriers for small landlords to participate in voucher programs?
 - What barriers could be addressed by local program changes?
 - What barriers are related to biases around housing voucher participants vs. concerns about the voucher program administration?
- What messaging is most effective to engage landlords in voucher programs and overcome biases?
- What incentives are most helpful to overcome barriers to landlord participation? What structure should incentives take in potential future replications or scaled versions of the program?
- What longer-term support would landlords find helpful to continued program participation for both them and their tenants?
 - What structure is recommended for an aftercare program?
 - Should the CBO Landlord Connector program be scaled? If so, how should the program be scaled?

The scope of the evaluation will be refined in partnership with the program stakeholders, but is expected to include the following evaluation tasks:

1. Review program materials and resources, including findings from the pilot evaluation
2. Attend a minimum of 3 key CBO check-in meetings to understand real-time outreach strategies and messaging of CBOs
3. Interviews with the initiative's CBO partners
4. Interviews or focus groups with landlords
5. Interviews with other stakeholders and experts in the city's voucher programs
6. Analysis of outreach data and information tracked on select performance indicators in the CBO-Landlord Connector Data Tracker
7. Analysis of the City's current voucher protocols and best practice research
8. Documentation of lessons learned

The consultant will be responsible for the creation of data collection protocols and instruments to meet the needs of this project consistent with the evaluation goals.

The primary point of contact for the evaluation will be the Enterprise Impact and Evaluation team, with support and communication from with Enterprise's Vulnerable Populations team who are managing the CBO Landlord Connector Initiative. The evaluation consultant will join meetings with the Enterprise team,



present on individual and small group interview and focus group analysis, and offer feedback on other evaluation deliverables that use analysis for which the evaluation consultant will be responsible. The evaluation consultant may also be asked to attend additional project team meetings as needed.

Deliverables

Following the completion of interviews and/or focus groups, the evaluation consultant will provide summary analysis and report on the findings from CBO partners and landlords. It is expected that these findings will be shared with the City of New York and the program team to enhance ongoing implementation.

Findings from the interviews and focus groups will be supplemented with analysis of the quantitative data from the Data Tracker, analysis of the City's current voucher protocols, and best practice research and synthesized into a final evaluation report to be delivered at the end of the period of performance. This detailed report will constitute the final deliverable of this scope of work. The report should present the evaluation findings overall, as well as by source and type. The synthesized findings are intended to be geared towards informing and recommending strategies for taking the program to scale and/or replicating with existing voucher programs.

It is intended that the deliverables will be reviewed by the City and the Enterprise program team. The Enterprise team welcomes suggestions on alternative deliverables in the Narrative section of the Proposal Materials, described later on.

BUDGET

Enterprise anticipates selecting one evaluation consultant to complete the tasks described in this RFP. We anticipate a budget of around \$60,000 for work activities from March 2022 to September 2022. Please include in your budget and narrative any justification for a higher budget request or additional scope items you would include beyond this budget. A submitted budget narrative should identify the cost per task to complete the above scope of work. The contract will be structured on a cost reimbursement basis.

PROPOSAL MATERIALS

All proposal materials will be submitted via [SlideRoom](https://bit.ly/3oBSLAF) (<https://bit.ly/3oBSLAF>). Responses should include the following materials:

1. Cover Letter: Please include a cover letter on company letterhead (should include the name, title, address, telephone number, and e-mail address for point of contact for the applying organization).
2. Small, Minority and Women's Business Enterprises (please select all that apply):
 - Minority Business Enterprise
 - Native American Business
 - Small Business
 - Women-Owned Business
 - Veteran-owned small business
 - Service-disabled veteran-owned small business

- SBA certified small disadvantaged business
 - SBA certified 8(a) firm
 - SBA certified HUBZone firm
3. Qualifications: Please provide information on the organization's experience with supporting and leading program evaluations, including relevant experience with:
 - Developing qualitative data collection tools and conducting interviews, focus groups and document review
 - Analyzing and synthesizing quantitative and qualitative data in real time and making findings available in accessible formats
 - Assessments of voucher programs or similar initiatives
 - Best practice research focused on vulnerable populations
 - Evaluation of similar programs in New York City
 4. Narrative: Please describe your organization's planned approach to each of the evaluation tasks outlined in this RFP.
 5. Budget: Please provide a budget proposal that identifies cost per task and includes a labor rate or price listing of all rates for all individuals who will work on the project (if applicable).
 6. Resumes and Bios: In one document, please list resumes and bios for each individual on the team, including information about experience with similar projects and professional qualifications.
 7. Past Project Work Samples: Based on the past projects identified in the qualification section, attach samples of completed work (no more than three).
 8. Contact Information of Clients: Based on the past projects identified in the qualification form, attach current contact information of clients for whom similar services were provided (no more than three).

SELECTION CRITERIA

Applicants will be evaluated on the following characteristics:

- a. Qualifications – 35%
 - The applicant has the qualifications necessary to successfully support the evaluation of the CBO Landlord Connector Initiative.
 - The applicant has prior experience working on similar program evaluation projects.
 - The applicant has prior experience working with similar organizations focused on voucher programs, housing for vulnerable populations, or related efforts.
- b. Approach – 30%
 - The proposal demonstrates an understanding of the objectives of the program evaluation of the CBO Landlord Connector Initiative and desired results of the evaluation tasks.
 - The proposal illustrates an approach to the scope of work that will likely lead to successful results.
 - The proposal illustrates the contractor's ability to successfully execute the proposed approach in line with the project's goals.
- c. Experience and Past Performance– 15%



- Past relevant experience and performance of similar evaluation projects.
 - Quality of submitted work samples.
 - Demonstrated expertise of key personnel.
- d. Budget – 20%
- The proposal includes a detailed budget for each of the tasks described within the scope of work.
 - The proposed costs are reasonable.

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

Enterprise will select the proposal which it determines will deliver the highest quality deliverable at the best value. Proposals will be evaluated using the weighted-criteria identified above. The award will be made to the highest scoring applicant.

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

SUBMISSION INSTRUCTIONS

Proposals are due by 8:00PM ET on Monday, March 7, 2022. Inquiries concerning this RFP should be directed to Betty Fong (bfong@enterprisecommunity.org).

Proposals must be submitted in [SlideRoom](https://bit.ly/3oBSLAF): <https://bit.ly/3oBSLAF>

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. 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

Proposals Due: March 7, 2022

Award Notification: March 14, 2022

Period of Performance: Through September 30, 2022

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.

APPLICABLE REQUIREMENT

The selected applicant(s) will be required to comply with the Standard Terms and Conditions attached to this RFP as Attachment 1, including (submitting prior to contract execution) proof of insurance as set forth in the Standard Terms and Conditions.

ATTACHMENTS

Attachment 1: Enterprise Standard Terms and 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.