

# **Enterprise Community Partners, Inc.**

## **REQUEST FOR PROPOSALS**

### **Board Development Consultant to Support the Elevating CDO Fund**

April 2022

#### **PURPOSE**

Enterprise Community Partners, Inc. (“Enterprise”) has initiated a Request for Proposal (RFP) process to support the Elevating CDO Fund Program, a collaborative of Community Development Organizations in Detroit being supported with operating and technical assistance funds, tools and resources needed to develop their organization’s board and support growth of existing board members.

#### **OVERVIEW**

Enterprise seeks a contractor to serve as a board development consultant for the Elevating CDO Fund Program. The consultant will create a training curriculum that addresses ECDO program grantees goals for board expansion over the coming years. To complete the board training curriculum, the consultant will first be asked to conduct a board assessment, documenting the status of six community development organization’s board needs. Following the board assessment, the consultant will provide a board training complete with training materials, offering recommendations for board expansion and growth.

These initial tasks will be important foundations for the final delivery, meetings to identify tailored workplans prepared by the consultant for all six ECDO grantees, which will provide the Enterprise ECDO program team with guidance and recommendations on how to increase and enhance boards in the next few years.

#### **Important Dates** (from RFP timeline)

RFP Open: April 25th , 2022

Proposals Due: May 23rd, 2022

Award Notification: June 6, 2022

Period of Performance: June 20, 2022 – August 31, 2022

#### **I. 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.

#### **II. PROJECT OVERVIEW**

### The Elevating CDO Fund Program

The Elevating CDO Fund Program began in 2021 in Detroit, MI, developed by various staff and external stakeholders, including current VP & Market Leader, Melinda Clemons, to provide community development organizations led by people of color operating and technical support. The program is a collaborative funded with Enterprise, the Ford Foundation, Kresge Foundation, Ralph C. Wilson Foundation, and Hudson Webber Foundation. Through the Elevating CDO Fund Program, Enterprise provides grants and capital, training, technical assistance and tools, peer-to-peer learning, and knowledge to build organizational capacity to advance their community initiatives. This program was designed to assist organizations with limited staff and resources in Detroit and is a program track under the CDO Fund.

There are six community development organizations in the cohort program:

- 360 Detroit, Inc.
- Bailey Park NDC
- DREAM of Detroit
- North Corktown Neighborhood Association
- Northend Christian CDC
- NW Goldberg Cares

### Elevating CDO Fund Program: Board Characteristics for each organization

As mentioned, The Elevating CDO Fund program was designed to assist organizations with limited staff and resources. As a collective the organizations below felt that board development was essential to building organizational capacity this year. Please see the chart below showing self-identified board needs:

Enterprise Grantee List	Current Board Characteristics of ECDO Fund Grantees			
	Some board training in the past	Board members w/ ending terms and new members	Transition from board volunteers to full time staff	Mature Board
<b>360 Detroit, Inc.</b>	<b>x</b>	<b>x</b>		
<b>Bailey Park NDC</b>			<b>x</b>	<b>x</b>
<b>DREAM of Detroit</b>	<b>x</b>	<b>x</b>		
<b>North Corktown NA</b>			<b>x</b>	
<b>Northend Christian CDC</b>		<b>x</b>		
<b>NW Goldberg Cares</b>				<b>x</b>

Column definitions are listed below:

- **Some board training in the past**- The organization indicates previous board training.
- **Board members w/ ending terms and new members**- Board members are leaving and the organization is bringing on new members or seeking new members for the board.

- **Transition from board volunteers to full-time staff**- The organization started off with only board members and no staff and has built the capacity and funding to obtain an Executive director and in some cases additional staff.
- **Mature Board**- The organization indicates that members have been on the board for a significant amount of time.

### III. SCOPE OF WORK AND DELIVERABLES

Enterprise seeks a contractor to serve as a board development consultant for the Elevating CDO Fund Program. The consultant will conduct an audit of the grantees' existing board and all associated documents. Ultimately, the consultant will prepare a training that speaks to the collective group and have individualized plans that guide each EDCO grantees board over the next five years. The individualized plans will focus on board expansion and growth, while also considering the strategies and resources needed to build capacity.

The consultant will work closely with the Executive Director or President of each Elevating CDO Fund grantee and their respective boards to review the existing governance structure and current/proposed bylaws to develop an interactive training program for effective nonprofit Board leadership. The audience for the training should be the leadership and Board members of each grantee in the Elevating CDO program. The proposed model should consider the rapid growth of each organization, the proposed revised bylaws, examples of effective governance of other national non-profit organizations and key elements of effective non-profit boards. The training should be delivered virtually over 2 interactive sessions. Content of the training should be detailed with relevant examples and should include multiple learning objectives for each session. Activities should be interactive and designed for community development organizations. Ownership of all developed content should be provided to Enterprise Community Partners at the conclusion of the project period.

Activities Include:

- Facilitation and delivery of 2 interactive virtual training sessions with representatives of the ECDO grantees board and staff.
  - Presentation depicting precedents of board structures and roles and responsibilities
- Facilitation of individual grantee trainings
  - Conducting a thorough review of the current Board and membership structure
  - Conducting a review of current ECDO grantee bylaws and proposed bylaw changes
- Develop a training plan that will include recommendations for new board training
- Provide an archive of all trainings provided for future use and ownership by Enterprise

The consultant must also have significant experience in curriculum development, virtual trainings, facilitation, writing and technical editing skills and experience managing projects (including project coordination, facilitating conference calls, etc.).

The primary point of contact for the board development consultant will be Briana Mason, Program Officer, Detroit. Email: [bmason@enterprisecommunity.org](mailto:bmason@enterprisecommunity.org).

The board development consultant will be asked to perform the following interrelated tasks. Deliverables are included in the task description where relevant.

**Project management and coordination** | With support from the ECDO program team, the board development consultant will be responsible for project management and coordination throughout the board development training process. This coordination may include:

- Attending calls with ECDO program staff to provide updates on the status of the work, including discussion of deliverables as they are drafted
- Facilitating meetings and/or workshops with ECDO grantees on an individual and group basis

**ECDO Board Training** | Enterprise is specifically looking for the priority training topics (but are not limited to):

1. Key responsibilities and oversight required of nonprofit directors
  - a. Non-profit governance, oversight, and accountability
  - b. Legal responsibilities of a nonprofit board
  - c. How to advocate for the organization and members
  - d. Responsibilities to the Executive Director/President
  - e. Organizational planning and program monitoring
  - f. Board management responsibilities related to creating goals and objectives, assessing resources and risks associated with them, and overseeing programs and activities
2. Primary roles of Board Officers
  - a. Overview of the roles and responsibilities of all officers of the Board
  - b. Specific training dedicated to the role of the Board President
3. Financial management and responsibilities of Board Members for non-profit boards including the roles of a finance committee and financial oversight responsibilities of an Executive Board including:
  - a. Understanding an independent audit
  - b. Accounting standards
  - c. Financial management practices and resource management
  - d. Accounting bookkeeping and how to read standard financial reports
  - e. Ensuring adequate resources to meet the needs of the organization

**ECDO Cohort: Board Audit** | ECDO program grantees have produced a range of board related documents in recent years. Since the organizations' board is slated to grow and evolve, it will be critical to have the board development consultant offer an "audit" of existing materials and offer recommendations for refinement or additions where gaps are identified, resulting in a collective

board audit. ECDO program staff will support the consultant by requesting documents from the grantees to review and by directly connecting the consultant with program grantees for various follow up conversations. The materials assessed as part of the audit will include:

- the structure
- roles and responsibilities
- board policies and procedures
- and bylaw references

Stakeholder engagement will involve interviews with current ECDO grantees as well as program staff. Stakeholder engagement is expected to include, at minimum:

- Current ECDO collaborators and known stakeholders:
  - Enterprise staff working on the ECDO program
  - Michigan Community Resource staff working on the ECDO program
  - Staff and leadership at organizations advancing community development programs that support board development (CDAD, CoAct, and others)
- ECDO grantees:
  - Grantees funded in the 2021-2023 ECDO cohort program
  - Board, staff, and leadership at those organizations

The board audit will cover:

- An audit and overview description of each ECDO existing board related to
  - The structure
  - Roles and responsibilities
  - Board policies (example: Contracting & Procurement)
  - Bylaw references
  - Documentation of the current and previous board development tools utilized (trainings, classes, facilitation of any sort related to the board)
    - Expected short and long-term board goals
    - Grant-mandated metrics
    - Additional relevant metrics

Deliverable: ECDO Board Audit

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**ECDO Board Action Plan** | Enterprise is specifically looking for consultant to provide each grantee with a board action plan that will provide recommendations for both the planned

implementation and potential expansion of their boards. The board action plan may include, but is not limited to, recommendations for:

- Recommendation for refinement or additions where gaps are identified for each board and individualized action plan of each grantee's goals related to
  - The structure
  - Roles and responsibilities
  - Board policies (example: Contracting & Procurement)
  - Bylaw references
  
- Strategies to support each ECDO grantees' board development, including:
  - Summary of relevant board structures, roles and responsibilities, board policies, and tools and resources that support board development
  - board training and framework for use in onboarding new board members
  - periodic organization assessments
  - knowledge of program management
  - knowledge of fundraising, etc.
  - Approaches to address potential challenges to board expansion, including identification of risks and
  - Board involvement with fundraising strategies
  - Identification of potential next steps for board growth such as a board mentorship program with help from another organization
  
- Standardized board development tools to use across all participating ECDO grantees

The board action plan will serve as a close out deliverable that will ultimately inform the recommendations and guidance provided by the consultant for each grantee.

Deliverable: ECDO Board Action Plan

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#### **IV. BUDGET**

Enterprise anticipates selecting one board development consultant to complete the tasks described in this RFP. The expected budget is \$25,000. The submitted budget narrative should identify the cost per task to complete the above scope of work, including the labor rate or price listing of all rates for all individuals who will work on the project. The contract will be structured on a cost reimbursement basis.

#### **V. PROPOSAL MATERIALS**

All proposal materials will be submitted via SlideRoom (link included below). **Responses should be submitted as one PDF document** and 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. Please indicate if your organization is a Small, Minority and Women's Business Enterprise, noting 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 board development, including relevant experience with the following areas, where relevant:

- nonprofit board development
- nonprofit program design (implementation, scaling, etc.)
- affordable housing and community development
- integration of racial equity into board development and program design

4. Narrative: Please describe your organization's planned approach to each of the tasks outlined in the RFP.

5. Project Budget, Including Labor Rate or Price Listing: Include labor rate or price listing of all rates for all individuals who will work on the project (if applicable).

6. Resumes and Bios: Include 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).

## VI. **SELECTION CRITERIA**

Applicants will be evaluated on the following characteristics:

- a. Qualifications – 35%
  - The applicant has the qualifications necessary to deliver board development training.
  - The applicant has prior experience working on similar board development efforts.
  - The applicant has prior experience working with similar organizations focused on community development and affordable housing
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- b. Approach – 30%
  - The proposal demonstrates an understanding of the objectives of the Elevating CDO Fund Program and the associated board development effort.
  - 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 and within the identified budget range.

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.

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## **VII. SUBMISSION INSTRUCTIONS**

Proposals are due by 11:59PM ET on Monday, May 23, 2022.

Inquiries concerning this RFP should be directed to Briana Mason, Program Officer, Detroit, no later than Monday, May 23, 2022. Email: [bmason@enterprisecommunity.org](mailto:bmason@enterprisecommunity.org).

Proposals and budgets must be submitted in SlideRoom by clicking here: [SlideRoom Review](#)

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.

## **VIII. 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.

## **IX. 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.

## **X. 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.

## **XI. NOTIFICATION OF SELECTION AND TIMELINE**

- XII. RFP Open: April 25th , 2022
- XIII. Proposals Due: May 23rd, 2022
- XIV. Award Notification: June 6, 2022
- XV. Period of Performance: June 20, 2022 – August 31, 2022

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## **XII. 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.

## **XIII. 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.

## **XIV. ATTACHMENTS**

Attachment 1: Enterprise Standard Terms and Conditions

## **Attachment 1**

### **STANDARD TERMS & CONDITIONS**

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