

ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

**Purple Line Corridor:
Capital and nonprofit capacity needs analysis**

October 2022

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About Enterprise

Enterprise Community Partners, Inc.'s (Enterprise) mission 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.

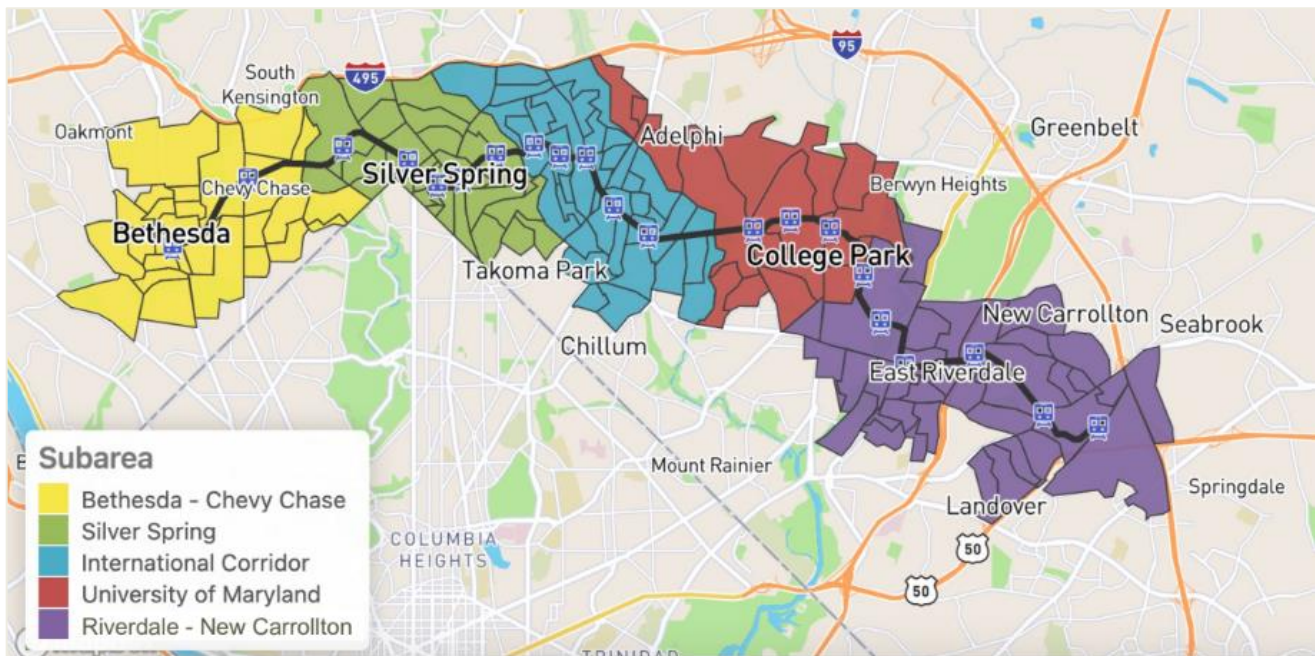
Enterprise's Mid-Atlantic Office, which serves Washington, DC, Maryland and Virginia, has been committed to the success of the Purple Line in suburban Maryland since its conception. Our office is proud to have been one of the original signatories to the Purple Line's [Community Development Agreement](#) in 2017 and remains an original co-chair of the [Purple Line Corridor Coalition](#) Steering Committee.

The Purple Line, a 21-station, 16-mile light rail line, is the largest investment in transit by the State of Maryland (see maps on page 4). Once complete, it will offer long-desired capacity to connect residents in Montgomery and Prince George's counties to one another and the Washington, DC metropolitan region. Residents and leaders representing communities along the Purple Line are quick to point out that large-scale transit investments historically have harmed low-income Black and Brown families. These projects have cut through the fabric of communities and seized people's homes and assets as part of their design and construction. People have been forced to move away from their homes and communities as real-estate values rise.

These threats—having to move away as housing costs increase; loss of community and culture, and exclusion from new public and private investments—are ever-present for families living along the Purple Line. The real potential for people experiencing pressures to move away from the corridor is [documented in recent analysis](#) and felt by residents and small businesses. To counter these threats, in 2013 the Purple Line Corridor Coalition (PLCC) made a long-standing commitment to provide housing choices for all along the Purple Line. **In 2019, the PLCC set a goal for the transit corridor in its [2019-2022 Housing Action Plan](#): To make sure 17,000 homes stay or become affordable to households earning at or below 60 percent of area median income (or about \$70,000).**

Cross-sector resources have been allocated to create new homes and improve the quality of existing rental and owner-occupied properties along the corridor. Notably, the PLCC stood up a Purple Line Capital Pool with investments from JPMorgan Chase Foundation and Kaiser Permanente. This pool has been a catalytic tool to add or improve nearly 500 homes along the corridor to date. Yet our current resources cannot reach all the people living near the Purple Line today. We know we need to make a significant investment in the corridor in terms of capital, capacity, and community voice and power.

Through a capital and nonprofit capacity needs analysis, we aim to answer these questions: How much do we need to invest along the corridor to make sure it's an affordable and accessible place to live, especially for households earning less than \$70,000, now and in the future? How can we grow nonprofit capacity alongside that investment?



Project Overview

Enterprise Community Partners' Mid-Atlantic Office seeks an experienced organization with strong real-estate analysis experience, affordable housing expertise, and knowledge of the Washington, DC region to complete a capital needs and nonprofit capacity analysis for the Purple Line corridor.

This study should cover the following topics:

- **Total capital/financing (amount and type) for affordable housing transactions to meet the Purple Line Corridor Coalition's no net loss goal**
 - Total capital for Purple Line corridor
 - Total capital by Purple Line corridor subarea (see map on page 4)
 - Total capital by county
- **Illustrative capital stacks for anticipated types of development along the corridor**
 - New mixed-income residential construction
 - New 100 percent affordable residential construction
 - Inclusive mixed-use redevelopment (residential/commercial)
 - Affordable homeownership
 - Improvements/preservation of large, distressed multifamily properties
 - Improvements/preservation of small- and medium-scale multifamily properties
- **Capacity-building opportunities and associated costs at core nonprofits (e.g., affordable housing developers, tenant advocacy groups) serving the corridor**
 - Identification of core capacities, growth areas, and operational needs
 - Estimate of costs associated with capacity-building among nonprofits serving the corridor
 - Estimate of operational costs to sustain PLCC operations
 - Estimates of operational costs to expand PLCC's pipeline development efforts

Scope of Work and Deliverables

The selected contractor would produce a capital needs analysis that quantifies the total capital required to solve for the full spectrum of Purple Line residents' affordability needs, including a clear discussion of which numbers inform the analysis.

The study area will be one mile around the Purple Line's 21 planned station areas in Montgomery and Prince George's counties. The basis for this analysis will be the unmet housing needs affecting Purple Line residents (cost-burdens, overcrowding, and homelessness), preservation of existing affordability for properties along the corridor (subsidized and unsubsidized properties) and opportunities for more equitable housing outcomes.

The selected contractor will review existing studies and plans to identify if a full accounting of needs has been completed for the corridor or if additional analysis will be needed to create a baseline understanding of these needs. To the extent possible, we would like this study to rely on existing analyses that already inform local and regional decision making. We recognize some gaps may need to be filled to create a consistent understanding of the region's affordability needs.

We anticipate capital needs estimates in this study will draw on recent, real-world affordable housing projects built or under construction in the relevant jurisdictions. Relying on real-world projects grounds this estimate in the experiences of regional developers and public-sector housing agencies, as well as the region's market conditions, availability of current resources, and other externalities. We would like a sample that accounts for pre-pandemic conditions and conditions during or after 2020, to capture externalities such as higher construction costs and interest rates and construction delays.

Use of real-world projects requires access to a robust sample of different types of projects in both counties and in regional or national transit-oriented development contexts. It is anticipated this sample would be constructed by the selected contractor from a range of sources (e.g., publicly available information from housing finance agencies, collection from existing partners, etc.) and may need to be supplemented with well-informed development assumptions gathered through direct outreach to developers and public-sector agencies.

Real-world projects reflect the status quo of our inequitable housing system, and we acknowledge reliance on them to inform future capital needs along the Purple Line would reflect these inequities. We also acknowledge that developers may structure deals differently if other sources of capital were available to them.

To account for these limitations, we will ask the selected contractor to develop a set of scenarios (baseline and number of alternatives, to be determined jointly by the project sponsors and selected contractor) that reflect the following conditions:

- **More equitable outcomes:** Topics of interest could include (but are not limited to): unit sizes and mix consistent with household size among households at or below 60 percent of area median income; unit sizes and mix consistent with households of color; varying development costs by location; monthly housing costs consistent with 60 percent of area median income and incomes among households of color; use of low-barrier subsidy sources; feasibility of mixed-tenure development; incorporation of wealth-building vehicles (e.g., renter equity models, opportunities for homeownership); alignment of non-residential offerings with residents' needs in mixed-used development/redevelopment; and opportunities to preserve or create small business or cultural assets in residential development/redevelopment.
- **Prospective availability of capital:** The selected contractor may be asked to adjust development assumptions in the baseline scenario in ways that reflect more ideal deal structures and the availability of different or more capital in terms of amount and/or type in the future.
- **Anticipated impact of construction demand:** More resources for residential and mixed-use development along the Purple Line may increase demand for construction materials and labor on a micro-level. The selected contractor may be asked to account for the additional costs generated by increased demand for construction materials and labor, because of increased resources for use along the Purple Line corridor and by extension, more residential construction activity, and any ways to help offset these additional costs.
- **Opportunities for innovation & resilience:** The selected contractor may be asked to incorporate the potential opportunities for innovation in residential construction, which could include use of green, sustainable building materials; modular construction techniques; and other features that build resilience or leverage technology to lower development costs.

We welcome responses that propose additional ways to bring a sharper lens to racial disparities perpetuated by our housing system and ideas to use this study to address and avoid them as new homes are built or existing homes are preserved along the Purple Line corridor.

In addition to quantifying the capital needs for the Purple Line corridor, this analysis should also examine how to align and grow nonprofit capacity along the corridor as resources for housing activities grow. The selected contractor will assess the capacity of a core set of nonprofit partners (e.g., affordable housing nonprofits, tenant advocacy organizations) active along the Purple Line corridor. Once complete, these assessments should enable the coalition to understand capacity-building opportunities among these partners and any associated costs with these opportunities. We anticipate the selected contractor would design the assessment approach/tool; coordinate and conduct the assessment among partners; and analyze and apply

the assessment results. Staff from Enterprise's Mid-Atlantic Office can be available to directly assist with this part of the project.

Engagement

As part of developing this study, the selected contractor will engage stakeholders who will be part of developing new or preserving and improving existing homes along the corridor. Key stakeholders include (but are not limited to): 1) mission-driven for-profit and nonprofit developers; 2) housing and community development department directors; 3) elected officials; 4) financial institutions; 5) tenant organizations; and 6) community-based groups.

The purpose of this engagement would be to 1) gather market and financing realities and educate key stakeholders on this study as this analysis is conducted; and 2) vet core development assumptions and their potential impact on beneficiaries such as tenants. We anticipate the selected contractor would lead all aspects of engagement for this study, including but not limited to designing the engagement methods, preparing related materials to support engagement, and analyzing and applying results. Staff from Enterprise's Mid-Atlantic Office can be available to directly assist with this part of the project.

It is expected that the following tasks would be accomplished over a period of 12 months as part of completing this study:

- Task 1. Project management
- Task 2. Quantifying no net loss capital needs
- Task 3. Illustrative capital stacks for anticipated types of development
- Task 4. Assessing nonprofit capacity and quantifying operational needs
- Task 5. Developing and delivering study materials

Our team will work with the selected contractor to refine the proposed tasks, approach, and project timeline and determine appropriate interim deliverables and milestones as part of starting this project.

Deliverable & anticipated impact

This study aims to help decisionmakers understand the amount and types of capital to achieve the Purple Line Corridor Coalition's no net loss goal and support transit-oriented development in ways that center existing residents. It will inform how new investment can be closely tied to providing homes that can support existing residents along the Purple Line and welcome more people to the corridor. It will also help us tailor capacity-building efforts and mobilize additional operational support for nonprofits serving the corridor and the Purple Line Corridor Coalition.

As deliverables, the contractor would produce a brief, easy-to-understand summary of the analysis' results and a longer report with technical documentation. We encourage responses that include creative or compelling ways to present the study's results for non-technical audiences.

This analysis, once complete, will be used to support ongoing engagement with a range of public, philanthropic, and private-sector decisionmakers, all designed to increase the amount of appropriate capital dedicated to housing affordability efforts and nonprofit organizations along the Purple Line.

Through this study and related advocacy, a diversity of regional leaders (policymakers; financial institutions; grantmakers; developers; tenant and policy advocates; regional employers and other members of the private sector) will gain an understanding of the level of investment needed to make consistent, meaningful, and permanent progress toward our collective no net loss goal and increase capacity for housing-related activities along the Purple Line. In turn, we hope this understanding will spur decisionmakers to devote more capital to homes along the Purple Line, and we anticipate more public, private, and philanthropic funding will be

available for use there over time because of this study.

Budget

The total available budget for this study is not to exceed \$80,000. The contract will be awarded to one lead applicant, which may be an institution, individual, or partnership, as a fixed price contract.

This study is made possible by a PRO Neighborhoods Grant from JPMorgan Chase Foundation. Terms and conditions associated with this grant would apply to the selected contractor. See Attachment 2 for the terms and conditions associated with this funding source.

If additional budget becomes available during the 12-month study period, Enterprise may expand the scope of the capital needs analysis to cover the Washington, DC region and two additional topics: 1) total capital/financing needed to meet the Washington region's housing affordability goals for production and preservation; and 2) total capital/financing needed to increase homes for low-income households.

Proposal Materials

Your cover letter and narratives of your proposed approach and qualifications should be uploaded as formatted pdfs in SlideRoom where prompted. Responses should include the following:

- a. Cover letter on company letterhead (no more than 1 page)
This cover letter should include the name, title, address, telephone number, and e-mail address for point of contact for the applying organization.
- b. If lead applicant is a Small, Minority and Women's Business Enterprise:
 - 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
- c. Narrative of contractor's proposed approach (not to exceed 6 pages):
 - The proposed approach, including specific tasks and subtasks, to deliver the capital needs analysis and assess nonprofit capacity. This approach should summarize the specific activities to complete the study and to the extent possible, any assumptions by the respondent that would guide these activities (for instance, total scenarios to develop; total stakeholders engaged; total partners included in an assessment; data collection methods).
 - A proposed timeline for the activities, with key milestones and deliverables
 - A detailed budget with all project costs and costs shown by task. This budget should include all direct and indirect costs required to complete the project tasks. It should also include a list of labor rates for all individuals who will work on the project.
- d. Narrative of contractor's qualifications (not to exceed 4 pages):
 - Organization's qualifications, including expertise, knowledge, and experience: The most qualified organizations for this study would have past experience conducting similar real-estate analysis; subject-matter expertise in affordable housing programs, transit-oriented development, and

approaches to achieving equitable development outcomes; a strong understanding of the Washington, DC region's housing landscape, including its housing market; experience engaging cross-sector stakeholders in applied research; and demonstrated ability to use a racial equity lens in conducting analysis.

- Project team: Brief bios for core members of the project team, including information about experience with similar projects and relevant professional qualifications. This section should highlight the team member who will serve as the project manager for the study.
- Sample projects & references: Please attach or share links to no more than three (3) samples of completed or current work. For each sample, please include the total project budget and current contact information of clients for the work highlighted. Attached project samples do not count toward the page limit for this section.

e. W-9 form

Selection Criteria

Applicants will be evaluated on the following characteristics:

a. Qualifications – 30%

- The applicant has the qualifications necessary to successfully complete the scope of work.
- The applicant has prior experience working on similar projects.
- The applicant has prior experience working with similar organizations.
- Other Qualification criteria identified in Proposal Materials Section.

b. Approach – 30%

- The proposal demonstrates an understanding of the project objectives and desired results.
- 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.

c. Work Plan – 15%

- The proposal adequately details project activities and milestones, or deliverables, associated with each stage of the scope of work.
- The proposal includes a detailed timeline.
- The work can be completed within the required project timeline.

d. Experience and Past Performance – 15%

- Demonstrated expertise as evidenced by professional certifications, accreditations, or industry recognition.
- Quality of submitted work samples.
- Past relevant experience and performance of similar projects.

e. Budget – 10%

- The proposal includes a detailed budget for each stage of the scope of work.
- The proposed costs are reasonable.

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.

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 3 PM ET, Tuesday, November 22, 2022.

Questions about this RFP should be directed to Laura Searfoss and Jemima Otchere via the following emails: lsearfoss@enterprisecommunity.org and jotchere@enterprisecommunity.org. Questions should be submitted no later than **3 PM ET, Wednesday, November 9, 2022**. Questions received by the deadline will be answered in an addendum to this RFP.

Applicants must submit full proposals through SlideRoom, the online system used to collect submissions for this opportunity. **To start your application, click on this link:**

<https://enterprise.slideroom.com/#/permalink/program/69924>

IMPORTANT: SlideRoom automatically saves Applicants' work as they go. That means the work will be saved even if an Applicant loses their internet connection or has computer problems. Applicants can log in and out as often as needed to complete their proposal. However, once an Applicant submits their bid, they cannot return to make any edits. Submissions received outside of SlideRoom or after the deadline will not be accepted.

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, an applicant commits to the terms and conditions outlined in this RFP. Requests for exceptions 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

All respondents will be notified of this award on or after **Monday, December 12, 2022**. Enterprise may arrange for interviews with certain applicants for further discussion and consideration of their proposals. In these instances, applicants will be contacted to schedule interviews no later than **Friday, December 2, 2022**. **These interviews will take place on Wednesday, December 7, 2022, remotely via Zoom.**

Timeline: Key dates

- Deadline for questions related to this RFP: **3 PM ET, Wednesday, November 9, 2022**
- Deadline for proposals due via [SlideRoom](#) (click link): **3 PM ET, Tuesday, November 22, 2022**
- Interviews by Zoom (if needed): **Wednesday, December 7, 2022**
- Final selection and notification: **On or after Monday, December 12, 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.

Attachments

Attachment 1: Enterprise Standard Terms & Conditions

Attachment 2: JPMorgan Chase Foundation Grant Terms & Conditions

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.

Attachment 2
JPMorgan Chase Foundation Grant Terms & Conditions

ADDITIONAL PROVISIONS

(JPMC Grant Number: 53927833)

These Additional Provisions are required by the Grant Agreement ("JPMC Grant Agreement") entered into as of September 13, 2019 between the JP Morgan Chase Foundation ("JPMC") and Enterprise Community Partners, Inc. ("Enterprise") and are incorporated by reference into the contract executed by and between Enterprise and Contractor (the "Contract"). Contractor must also perform in a manner that allows Enterprise to be compliant with its obligations under the JPMC Grant Agreement. These Additional Provisions cannot be modified or waived.

1. Representation and Warranty Regarding Deliverables. Contractor represents and warrants that Enterprise's use of the Deliverables do not and will not infringe, violate or misappropriate any patent, copyright, trade secret, trademark or other intellectual property or proprietary rights of a third party.

2. Compliance with Laws.

(a) Contractor is and will perform all of its obligations to Enterprise under this Contract in compliance at all times with all foreign and United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to any of the foregoing, that are applicable to Contractor in performing its obligations to Enterprise under this Contract.

(b) Contractor covenants that no part of the payment will be used for any activity that may contravene United States federal, state, international or other non-U.S. laws and regulations, including but not limited to anti-money laundering and counter-terrorist financing laws and regulations (collectively, the "*AML Laws*"). Contractor further agrees to exercise due diligence in preventing and detecting any criminal conduct or violations related to the AML Laws and to promptly disclose to Foundation, in writing, any potential or actual violations.

Enterprise may terminate this Contract immediately upon written notice to Contractor if it concludes, in its sole discretion, that Contractor has breached the foregoing representations and warranties or covenants related to the AML Laws or that such a breach is substantially likely to occur unless this Contract is so terminated. Enterprise will not be obligated to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of the AML Laws.

(c) As of the Effective Date, neither Contractor nor any individual, entity, or organization holding any material ownership interest in Contractor, if applicable, nor any agent, employee, officer or director thereof, is an individual, entity, or organization (i) listed in any Sanctions-related list of designated persons maintained by the Office of Foreign Assets Control ("*OFAC*") of the U.S. Department of Treasury, the U.S. Department of State or any other applicable authority ("*Sanctions Authority*"); (ii) operating, organized or resident in a country, region or territory which is itself the subject or target of any Sanctions ("*Sanctioned Country*"); or (iii) owned or controlled by any person described in the foregoing (i) or (ii) (any such person to be a "*Sanctioned Person*"). Contractor covenants to Enterprise and JPMC that it and its respective directors, officers, employees and agents will not directly or indirectly use the Contract proceeds for the purpose of funding, financing or facilitating any activity, business or transaction of or with any Sanctioned Person, in any Sanctioned Country or in any manner or otherwise take any action that would cause Enterprise or JPMC to be in violation of any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority ("*Sanctions*").

If Contractor or any individual, entity, or organization holding any material ownership interest in Contractor, if applicable, including any agent, employee, officer or director thereof, is determined at any time to be a Sanctioned Person or violates any of the terms of the preceding paragraph, then Contractor will be deemed to be in material breach of this Contract and notwithstanding section 11, entitled Termination, Enterprise will have the right to terminate this Contract immediately upon written notice, without penalty or liability.

(d) Contractor represents and warrants that it, its Affiliates and its and their respective officers, directors, employees, agents and representatives are in compliance with, and covenants that it and they shall remain in compliance with, all foreign and United States federal, state and local laws, rules and regulations of any jurisdiction applicable to the parties concerning or related to ethics, bribery or corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and other authority applicable to the provision of any thing of value to a government official or employee (collectively, the "*Anti-Corruption Laws*"). The term "*Affiliates*" refers to any entities owned by, controlling, controlled by, or under common control with, directly or indirectly, a party; for this purpose, one entity "*controls*" another entity if it has the power to direct the management and policies of the other entity. Contractor further covenants that no part of the Contract proceeds will be used for any purpose that would cause a violation of the Anti-Corruption Laws and agrees to exercise due diligence in preventing and detecting any criminal conduct or violations related to the Anti-Corruption Laws and to promptly disclose to Enterprise, in writing, any potential or actual violations. Upon request, Contractor will provide Enterprise with copies of all filings made pursuant to the Anti-Corruption Laws.

Notwithstanding section 11, entitled Termination, Enterprise may terminate this Grant Agreement immediately upon written notice to Contractor if it concludes, in its sole discretion, that Contractor has breached the foregoing representations and warranties or covenants related to the Anti-Corruption Laws or that such a breach is substantially likely to occur unless this Contract is so terminated. Enterprise will not be obligated to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of the Anti-Corruption Laws.

3. Equal Employment Opportunity.

If Contractor is a U.S. legal entity, then Contractor will not, and will ensure that Contractor personnel do not, discriminate against any of its employees or applicants for employment because of age, race, color, religion, creed, citizenship status, marital status, sexual orientation, sex, gender identity, genetic information, national origin, disability, veteran status or any other protected status under applicable law (e.g., civil union status, height, weight, arrest record and status with regard to public assistance, to the extent protected under applicable law). Contractor further agrees, unless exempt, to comply with all applicable requirements of the equal opportunity and affirmative action clauses set forth in Executive Order 11246 (applicable to subcontractors), as amended, in the regulations of the Department of Labor implementing the Vietnam Era Veterans Readjustment Act of 1974, and in the Rehabilitation Act of 1973, as amended, which, together with the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated into this Contract by reference. **Contractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Contractor takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**