

Communications Strategy and Implementation
What Works Book on Climate Change and Community Development
LISC & Enterprise Community Partners

Request for Proposals

INTRODUCTION

LISC and Enterprise Community Partners are managing the development of an edited volume that will focus on the alignment of climate change and community development. The Book will raise awareness and understanding of state-of-the-art climate efforts through a framework that centers racial equity and is organized around decarbonization, resiliency, and a just transition for communities of color and underserved communities across the country.

The responsibilities of LISC and Enterprise include the selection of topics and writers, managing the editorial process and creation of a communications and promotion plan of the Book. LISC and Enterprise are looking to engage a communications agency or consultant (“the Agency”) that will help develop and implement a strategy and communications/marketing campaign to promote the Book and the ideas and solutions within it.

CONTENTS OF THE WHAT WORKS BOOK

The Book is a series of essays authored by a diverse set of thought leaders and practitioners on the front lines of addressing the effects of climate change on vulnerable communities. Each essay will begin with a real word vignette of the effects of climate change on the essay’s specific topic. The goal is to amplify the voices of these communities and present practical solutions in a call to action for the community development industry and its partners in finance, business and policy.

Attached as Appendix A is a draft table of contents for the Book. It is still in development but will give you a sense of the direction for the Book.

The Book is scheduled to be published online and in print in early 2024. We are engaging an Agency early in the development of the content in order to maximize the opportunity to promote the Book leading up to, and after, publication.

CAMPAIGN OBJECTIVES

- Elevate the alignment of community development and climate resiliency, and engage impact-motivated investors in the ideas and solutions outlined in the Book.
- Amplify the voices of communities and advocates addressing the effects of climate change in vulnerable communities.
- Influence debate in both community development and climate change fields.

PROJECT OBJECTIVES

- Encourage greater ESG (Environmental, Social, and Governance) investment
- Encourage more CRA (Community Reinvestment Act) investment

KEY AUDIENCES

- Funders and potential funders to the alignment of climate resiliency investments with community development activities
- Corporations interested in climate change and/or community development
- Philanthropy
- Impact Investors
- Government Sector/Policy Makers/decision makers for resources
- Industry leaders in climate change and community development, as well as in new sectors such as health, racial equity, impact investing, and others
- Professionals looking to inspire action and support communities through leading solutions to advancing climate resilience
- Media (to help elevate the issues and as a means to attract the audiences above)

KEY AREAS OF FOCUS

1. Climate change and resiliency
2. Community development
3. Impact investing
4. Racial equity
5. Health
6. Economic development
7. Affordable Housing

THE OPPORTUNITY

The Agency will develop a broad strategy and campaign to utilize a range of outreach methods – and we recognize that not all agencies or consultants are specialists in everything. Nevertheless, it is vital that the Agency develop a campaign that makes the subject matter, which is wide-ranging and complex, more easily understood through succinct messaging and accessible distribution methods. That may be done independently or in concert with sub-contractors.

Among the strategies an Agency or consultant might consider:

- Messaging: The Agency will synthesize the Book's content and develop key messaging.
- Digital publication: The Agency will provide guidance on its creation and determine options for promotion.
- Podcasts and Webinars: The Agency will determine the feasibility of producing podcasts and/or webinars on specific topics within the Book and ways to promote and distribute.
- Video production: The Agency will determine the feasibility of using video in the promotion of the vignettes or take-aways from the essays.
- Marketing Plan:
 - Social Media Strategy: Engage major platforms.
 - Story Pitching: The Agency will identify compelling content that can be developed into potential media pitches.
 - News Releases: The Agency will support the development of press releases and maximize every opportunity to reinforce key messages.

- *Editorial Opportunities*: Op-eds, blogs, etc. published in external publications.
- *Broadcast Opportunities*: Present authors as thought leaders and experts for broadcast and radio stories.
- *Promotional Events*: Develop strategy and plan for promotional events hosted in multiple locations nationally.

COLLABORATION EXPECTATIONS

The Agency will be expected to collaborate Enterprise, LISC, and other subcontractors as needed. In particular, C&G Partners will be responsible for the overall visual and brand design including book design, templates for book interiors, social media, website, and promotional branded items. The Agency will need to collaborate and align closely with C&G Partners to make sure all visuals are consistent across the project.

RESPONSE to the RFP

We are seeking an agency or consultant to develop and implement a broad strategy and communications plan to promote the Book and the alignment of climate change and community development. We are also seeking a thought partner: an Agency or consultant who can act as an advisor throughout the process, offer feedback, determine the most effective strategy, and bring in the appropriate subcontractors or other assistance to ensure the project's success.

Please submit a proposal that addresses the following:

Item 1 - Your Company: - *Upload one attachment no longer than 3 pages with the below information*

- 1) History and values.
- 2) Experience working on issues related to community development (e.g., affordable housing, impact investing, economic development, social justice, etc.) and/or climate change.
- 3) Experience working with nonprofit clients.
- 4) Demonstrated commitment to diversity and inclusion.
- 5) Contact person – Name, title, email and phone

Item 2 - Scope of Work: *Upload one document with the below information*

- 6) Describe the opportunity and potential you see to promote the book and the alignment of climate change and community development.
- 7) Describe your agency's approach or process to this type of engagement.
- 8) Describe your agency's approach to management and execution.
- 9) Describe the methods you believe would be most effective in this type of engagement.
- 10) Describe the metrics you use to measure success.
- 11) Describe your agency's capacity to undertake an engagement, including members of the agency with whom we will work and anticipated hours per week working on this project. In addition, identify subcontractors as appropriate.
- 12) Detailed budget and timeline, aligned with the book's production timeline:
 - a. Book content drafted and edited January – June 2023
 - b. Book printed and ready for distribution by January 2024
- 13) Any other ideas and thoughts that you think would advance our goals.
- 14) Name and contact information of a reference(s)

Item 3 – Upload case examples of similar types of engagement

Upload at least one and up to three examples.

Item 4 – Terms and Conditions

List any exceptions to the terms and conditions (See Appendix B).

BUDGET

\$300,000-\$350,000 in agency and (if needed) subcontractor/consultant costs; costs for direct media buys will be handled separately.

SELECTION CRITERIA

Applicants will be evaluated on the following characteristics:

- a. Qualifications – 20%
 - 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.
 - Or other Qualification criteria provided.
- b. Approach – 20%
 - 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 - 20%
 - 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– 20%
 - 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 – 20%
 - The proposal includes a detailed budget for 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 February 28, 2023
- Please submit proposals to Enterprise Community Partners
<https://enterprise.slideroom.com/#/permalink/program/71013/ekXcVCgpcJ>
- We will follow up with each agency with questions after proposals are submitted.

If you have any questions, please email Stephen Fee (sfee@enterprisecommunity.org) or Michael Tang (mtang@lisc.org).

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 Community Partners, Inc.

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.

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.

Appendix A

Table of Contents

What Works Volume on Community Development and Climate Change

Objective: Develop an edited volume of essays on the intersection of community development and climate resilience. Our goal is to create an authoritative source for financial institutions, practitioners, social impact investors, government, and philanthropy to inspire action through the presentation of leading solutions to address urgent climate and community needs. These include innovative and forward-thinking efforts focused on decarbonization, resiliency, and a just transition that prioritizes vulnerable and lower-wealth communities of color who have disproportionately felt the adverse impacts of climate change. A racial equity focus will be a central perspective of the essays. Highly accessible and grounded in real-world examples, this volume will be a call to action for new approaches and integrated interventions intended to spark dialogue and new partnerships nationwide.

Target Audience: financial institutions, practitioners, social impact investors, government, and philanthropic professionals looking to inspire action and support communities through leading solutions to advancing climate resilience.

Table of Contents:

INTRODUCTION: *To be written collectively by experts and leaders from the organizations primarily developing this volume, laying out the purpose of this volume, its organization, and its goals.*

SECTION 1: *This section will layout the argument for why action is needed and provide some level-setting for the audience on the current state of the climate resilience and community development fields. Each essay should be under 3,000 words and assume scant prior knowledge from the audience. They should also, where relevant, emphasize the importance of decarbonization, resilience, and a just transition in addressing the current challenge (3 essays).*

1. Why we must equitably address climate change in community development, including:
 - How we got here: the impacts of past harms on present communities
 - Making the case: Why climate is central to equitable communities, energy systems, and the economy
 - Grounding the work: The lived experience of climate change among low-income communities of color
 - Participatory action: Why community involvement is a must
2. What is community development and why does it matter for climate resilience?
3. What is climate resilience and why does it matter for community development?

SECTION 2: *This section will describe what we know works for advancing resilience, decarbonization, and a just transition through interventions at three levels of engagement – people & communities, infrastructure & energy systems, and financial markets & the economy – with acknowledgment that these levels overlap and reinforce each other. Focus is on actionable and impactful change, centered on the lived experiences of communities on the front-lines of climate change impacts. Essays will be short*

(under 2,000 words) and to the point, and each subsection will also have some framing/summary text at the start (written by members of the steering committee).

PEOPLE & COMMUNITIES (6 essays)

4. Climate-resilient housing: how to build and adapt our homes and communities for a range of disasters and climate impacts
5. Equitably mitigating the impacts on household expenditures in the transition to clean energy, including the benefits of renewable energy sources
6. Health benefits to communities from decarbonization and clean energy
7. How a more resilient built environment can bring health and lifestyle benefits to front-line communities
8. Addressing mental health impacts of climate change, with emphasis on trauma-informed/healing-centered approaches
9. Protecting Existing vulnerable communities from future climate impacts

INFRASTRUCTURE AND ENERGY SYSTEMS (6 essays)

10. Policies and practices to ensure consumer protection and fiscal transparency are central in the transition to cleaner energy systems
11. Developing clean energy systems that do not economically burden communities
12. Involving communities to reduce environmental and health impacts during the energy transition
13. Developing greener public infrastructure and energy systems, including community-led approaches
14. Ensuring equity in greener forms of public and private transportation
15. Role of technology in assessing and developing new energy systems

FINANCIAL MARKETS AND THE ECONOMY (5 essays)

16. Equitable business development in the green economy
17. Employment and labor force development for underserved and indigenous communities in the green economy
18. Balancing insurance risk and affordability in communities with high climate hazards
19. Bridging the financing gap for low-income communities with climate impacts
20. Need for liquidity post-disasters (lessons learned from Maria and Irma)

SECTION 3: *This section will describe the tools we need to take the actions above, including what already exists at scale, what exists but not at scale, and what does not yet exist. These essays will be longer than those above (4,000-5,000 words), as they are meant to cover a range of options available at different scales (2 essays)*

21. Federal, state and local policies to facilitate more resilient and equitable communities

22. Ways to encourage and increase financial investment in resilient and equitable communities

SECTION 4: *The concluding section will feature essays from the organizations primarily involved in developing this volume. Each will offer some self-reflection on what we've learned through this process and our institutional roles going forward (4 essays)*

Appendix B
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.

Appendix C
ADDITIONAL PROVISIONS

These Additional Provisions are required by the Grant Agreement (“Wells Fargo Foundation Grant Agreement”) entered into as of June 9, 2022 between the Wells Fargo Foundation 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 Wells Fargo Foundation Grant Agreement. These Additional Provisions cannot be modified or waived.

Records.

Contractor must retain its records related to the Contract for at least four years after it has expired.

Additional Representations, Warranties and Obligations of Contractor.

Contractor represents that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism, and the terrorist related lists promulgated by the U.S. Government. Contractor will use reasonable efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering.

Indemnification.

Contractor agrees that Wells Fargo and its Affiliates are also Enterprise Parties described in Section 13(a) of the Contract’s Standard Terms and Conditions.

Community Reinvestment Act.

Wells Fargo may evaluate this Agreement for inclusion as a part of Wells Fargo’s Community Reinvestment Act (“CRA”) exam activity. Contractor’s program demographic information assists Wells Fargo in demonstrating its responsiveness to the credit needs of the communities that Wells Fargo serves; in particular to low- and moderate-income individuals and communities. Contractor agrees to comply, in a prompt and timely basis, with the CRA information request so as to ensure Enterprise complies with Exhibit C of the Wells Fargo Foundation Grant Agreement.