



Enterprise Community Partners, Inc.

Request for Proposals (RFP)

Mid-Atlantic Market

April 2023

PURPOSE & OVERVIEW

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposals (RFP) process to qualify firms and consultants to provide development consultant and owner's representation support to upcoming Faith-Based Development Initiative (FBDI) cohort programs in Washington, DC and Baltimore County, Baltimore City and Prince George's County, MD.

Enterprise is expanding our Faith-Based Development Initiative (FBDI) so that underutilized land owned by mission-driven organizations throughout the country will be utilized to meet their communities needs through the production of affordable housing and community impact structures. In 2023, Enterprise will launch four FBDI cohorts in Washington, DC, and Baltimore City, Baltimore County and Prince George's County, Maryland that will support over 35 Houses of Worship in advancing their real estate development vision.

Qualifications must be submitted in SlideRoom by clicking here:

<https://enterprise.slideroom.com/#/login/program/71986>

Proposals are due by 5 PM ET, Friday, May 5, 2023.

Questions about this RFP should be directed to Jessica Sorrell and Jemima Otchere via the following emails: JSorrell@enterprisecommunity.org and jotchere@enterprisecommunity.org.

Questions should be submitted no later than 3 PM ET, **Wednesday, May 3, 2023.**

Note: RFP updated on 4/26/2023.



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About Enterprise

Enterprise Community Partners, Inc. (Enterprise) is a proven and powerful nonprofit that improves communities and people's lives by making well-designed homes affordable. We bring together nationwide know-how, partners, policy leadership and investment to multiply the impact of local affordable housing development. Since 1982, Enterprise has created or preserved 585,000 affordable and workforce/market rate homes and invested \$43.6 billion. Our work has touched millions of lives and helped connect people and communities to opportunity nationwide.

Our [Faith-Based Development Initiative \(FBDI\)](#) provides houses of worship with the knowledge and tools to develop underutilized land into affordable homes and community facilities.

In America, there is a severe shortage of affordable places to call home. It costs the U.S. economy \$2 trillion per year in lost wages and productivity, but hurts renters most, especially the 11 million households spending more than half of their paycheck on rent. The high cost of land and lack of available land in many jurisdictions is a barrier to the production of affordable housing and has contributed to this deficit of affordable housing options. Underutilized land and air rights owned/controlled by houses of worship is a potentially powerful tool for creating affordable homes in neighborhoods that need it most.

This development strategy is also valuable for the many houses of worship that are struggling with underutilized and aging facilities along with declining memberships, changing neighborhood demographics and/or changing priorities. Affordable housing development can enable a congregation or organization to grow their mission, energy and financial health while serving their congregations and communities in new/expanded ways.

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



Overview

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposals (RFP) process to qualify and identify firms and consultants to provide development consultant and owner's representation serves to houses of worship seeking to redevelop their underutilized land into affordable homes and community facilities. Houses of Worship will be participating in a Faith-Based Development Initiative (FBDI) cohort training program and will have access to predevelopment grant funds.

Description of Services

Enterprise is looking for firms and consultants with expertise on various aspects of the development process to assist houses of worship in navigating the predevelopment process. Interested firms and consultants should be able to provide direct guidance on affordable housing and mixed-use development and/or the creation of community facilities and community impact structures. Firms/consultant would serve as a technical advisor and owner's representative on behalf of the house of worship as they seek to identify development partners, conduct feasibility analysis and other predevelopment activities, and construction/permanent financing.

Houses of Worship will participate in a 6-month training curriculum to learn about the real estate development process and advance their affordable housing and community development vision. After the cohort, House of Worship will be assigned a **Development Consultant** to continue to advance their goals.

Development Consultants will be assigned to a House of Worship and provide approximately 40-to-70 hours of technical assistance over the course of an 18-to-24-month engagement.

Development Consultants will perform the following potential tasks, that may vary depending on the Houses of Worship stage of the predevelopment process:

- Reviewing the existing project information and financial analysis information;
- Assist the House of Worship in identifying predevelopment consultants to complete a market and/or feasibility study;
- Advising the House of Worship on the use of predevelopment grant funds;
- Lead project development planning, i.e. determining appropriate and feasible building program and design;
- Advising the House of Worship on the development partner selection process, roles,

- responsibilities, and/or equity/fee structure;
- Assisting in structuring of deals with available public sector community development programs, including but not limited to State or Local Housing Trust Fund resources;
- Assist in developing project sources and uses, operating proformas, and additional financial documents required by funding sources;
- Identify eligible development funding sources;
- Advising on tax credit equity sources, requirements, and structuring;
- Assistance with development issues during predevelopment and development phases;
- Assist with preparing a presentation and collateral materials, which includes: project site selection, neighborhood context, market and demographic analysis, development program, sustainable building elements, and development proforma.

Development Consultants will be expected to achieve the following measurable outcomes or deliverables:

- Written evaluation of proposed development project;
- Scope of Work for Early Predevelopment Grants;
- Proposed flow chart of potential development process;
- Proposed project schedule based on information available;
- Preliminary development proforma;
- Project presentation and summary.

Budget

The total available budget for each House of Worship **Development Consultant** engagement will range from \$9,000 to \$14,000 depending on timeline. If capacity allows, a **Development Consultant** may take on more than one House of Worship (with \$9,000 to \$14,000 per House of Worship engagement).

Funding for development consultant work will be made possible by DC Department of Housing and Community Development, Wells Fargo Bank, and other potential funders. Terms and conditions associated with specific funding would apply to the selected contractors. For example, see Attachment 2 for the terms and conditions associated with DC Department of Housing and Community Development.



Submission Requirements

GENERAL INFORMATION

1. Organization/Consultant Name
2. Address
3. City
4. State
5. Zip Code
6. Primary Contact Person
7. Primary Contact Phone Number
8. Primary Contact Email Address
9. Secondary Contact Person Name, if applicable
10. Secondary Contact Phone Number, if applicable
11. Secondary Contact Email Address, if applicable
12. Website
13. Please let us know if your organization meets any of the following federal, state or local government-issued designations.
14. Native American-Owned?
15. Minority Business Enterprise?
16. Disadvantaged Business Enterprise?
17. Women-Owned Business Enterprise?
18. Small Business?
19. Veteran-Owned small business?
20. Service disabled veteran-owned small business?
21. SBA certified small disadvantage business?
22. SBA certified 8(a) firm?
23. SBA certified HUBZone firm?
24. List other federal, state or local government-issued designations.
Only current and certified designations from a unit of government in the United States of America should be included. Please be sure to list the full and correct name of each designation.
25. Select the geographic regions where you perform services [drop down]
26. Upload W-9 Form
27. Upload Certificate of Good Standing

AREAS OF EXPERTISE – Mid-Atlantic

1. Select your primary areas of expertise. Select all that apply from the list below.

- Affordable Housing development
- Real Estate development
- Financing
- Owner's representation
- Feasibility Studies: Market and Economic consulting
- Real estate law
- Community engagement
- Architecture
- Design: Architects, General Contractors, and/or Engineering
- Environmental consulting
- Appraisers
- Strategic planning and organizational development consulting that assist houses of worship in moving from a vision to a completed project
- Resource Development/Fundraising consultants
- Other (describe)

2. Please select any elements below that describe you or your senior leadership team's experience. Check all that apply.

- Five years or more of working knowledge of Faith-Based Institutions structure
- Five years or more of experience of working with Faith Leaders across ecumenical sectors
- Five years or more of experience in community development in urban communities
- Five years or more of experience in working with minority communities in creating socio-economic opportunities

3. In a short narrative (less than 500 words), describe your expertise in the areas you selected above. Please highlight any relevant experience with faith-based organizations and experience as a development consultant. Character limit is six thousand.



4. Which jurisdictions are you interested and experienced working in? Check any/all that apply.
 1. Baltimore County, MD
 2. Baltimore City, MD
 3. Prince George's County, MD
 4. Washington, DC
5. Do you give Enterprise permission to share your information with FBDI Houses of Worship and/or their affiliated non-profits to make referrals?
6. Attach resumes of key personnel.
7. As an option, you may attach any additional information demonstrating your expertise, such as project samples or additional narrative information. Add up to (2) files below.
8. File attachment #1
9. File attachment #2
10. Please include at least two references with the following information: Organization Name, Organization Contact, Title, Email and Phone Number.

PRICING

1. List your current labor rates for primary positions. Note that any future increase in labor rates will require a new RFQ submission.
2. Are your labor rates above average within your field?
3. If you selected "Yes" under item 2, please provide explanation of above average rates:
4. Upload full rate sheet, if applicable

TERMS & CONDITIONS

Enterprise's Standard Terms and Conditions are included with the RFQ document and should be reviewed in full prior to submitting your application. By selecting "Yes" to question 1 below, you commit to the terms and conditions outlined in the RFQ. Requests for exception to any terms or conditions must be submitted within this section. Additional terms, provisions and conditions may apply based on the public or private funding source, such as Attachment 2 for Washington, DC based engagements.

1. Do you agree to Enterprise's Standard Terms and Conditions?



2. If you selected "No" to question 1, please list your exceptions in the table below:

FEDERAL REQUIREMENTS

This section is required if you are performing services funded with federal funds.

1. Are you registered in System for Award Management (SAM)?
You can register (or check your registration) at www.sam.gov.
2. If yes, please include your Unique Entity Identification number (UEI) and SAM.gov Expiration Date (format MM/DD/YY)
SAM registration will be independently verified prior to issuing funds. Registration should indicate no issues such as Federal Debt or Exclusions
3. Please provide your Federal EIN (format XX-XXXXXXX). Do NOT enter SSN. Leave blank if no EIN

Selection Criteria

Applicants will be evaluated on the below criteria:

1. Subject matter expertise and key personnel capabilities.
2. Ability to produce quality materials as evidenced by submitted work samples.
3. Reasonableness of rates in relation to respondent's skills and experience.

Enterprise will make efforts to utilize and prioritize small businesses, minority-owned firms, and women's business enterprises.

As we work across different communities, we are committed to prioritizing the staffing of programs with consultants that reflect the diversity of the communities we serve.

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

Upon qualification, contractors will be issued a Master Contract and be placed on Enterprise's contractor roster. Project deliverables and timelines shall be detailed for each individual scope of work. Contractors will be issued Task Orders for services awarded to them.



Submission Instructions

Proposals are due by **5 PM ET, Friday, May 5, 2023.**

Questions about this RFP should be directed to Jessica Sorrell and Jemima Otchere via the following emails:

JSorrell@enterprisecommunity.org and jotchere@enterprisecommunity.org.

Questions should be submitted no later than 3 PM ET, Wednesday, **May 3, 2023.**

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/#/login/program/71986>

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 application, 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. Additional funder provisions may be included in final awarded Task Orders, if necessary.

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 Master Contract Award and subsequent Task Orders on or after Friday, May 26, 2023.

Enterprise may arrange for interviews with certain applicants for further discussion and consideration of their application. In these instances, applicants will be contacted to schedule interviews no later than Friday, May 15, 2023.

Timeline: Key dates

- Deadline for questions related to this RFP: 3 PM ET, **Wednesday, May 3, 2023**
- **Deadline for proposals due via SlideRoom (click link): 5 PM ET, Friday, May 5, 2023**
- Selection and notification no later than: Friday, May 26, 2023

Some applicants may be selected for an Award of Master Contract. Note: The Master Contract does not obligate Enterprise to retain a contractor for any award. The Master Contract places the organization on Enterprise's contractor roster for at least three years. As the need for a contractor arises from the FBDI cohorts, Enterprise will invite qualified contractors to provide price quotations on specific scopes of work through verbal/written solicitation.



Conflict of Interest

The applicant must disclose, in an attachment to their qualifications, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the submitted qualifications, 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 RFQ. "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 RFQ 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 RFQ 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: Washington, DC



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: Washington, DC

ADDITIONAL CONTRACT PROVISIONS DISTRICT OF COLUMBIA FAITH-BASED INSTITUTIONS PILOT AFFORDABLE HOUSING PROGRAM (Grant Number: DHCD No. 2022-62)

These Additional Provisions are required by Enterprise Community Partners, Inc. (“Enterprise”) so that it may comply with its obligations under its grant agreement entered into on September 30, 2022 with the District of Columbia (“FBDI Grant Agreement”). These Additional Provisions are incorporated by reference into the Contract executed by and between Enterprise and _____ (the “Contractor”). Additionally, Contractor must perform in a manner that allows Enterprise to be compliant with its obligations under the FBDI Grant Agreement. These Additional Provisions cannot be modified or waived.

I Monitoring

Contractor agrees that Enterprise may monitor activities of Contractor related to this Contract. Monitoring activities may include, but are not limited to, site visits to Contractor’s principal place of business to review files, reports, and other documents relevant to this Contract and its proceeds, interviews or surveys of participating Faith-Based projects, and other meetings with Contractor.

Contractor shall make commercially reasonable efforts to accommodate such monitoring activities, provided, however, that Enterprise shall make reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Contractor’s normal course of business. The monitoring obligations of Contractor under this section shall be undertaken and performed on not less than ten (10) business days prior notice, to the extent practicable, during Contractor’s regular business hours.

II Records Maintenance and Inspections

A. Records Retention

Contractor shall retain all records relating to this Agreement during the Term for a period of five (5) years after the end of the Term. If any litigation, claim, financial management review, or audit involving the records begins before the expiration of the 5-year retention period, the records must be retained until five (5) years after all litigation, claims, or audit findings involving the records have been resolved and final action taken. At the conclusion of all such applicable retention periods, Contractor shall retain all records relating to the expenditure of proceeds from this Contract in accordance with its standard records retention policies. Records include but are not limited to financial and programmatic records, supporting documents, and all other records that may reasonably be considered pertinent to the Contract.

B. Access to Records

Contractor shall make available to Enterprise for examination and copying, at its principal place of business, during Contractor’s regular business hours, and upon not less than ten (10) business days’



notice from Enterprise, to the extent feasible, any and all information and records related to Contractor's receipt, expenditure, and accounting of the FBDI Grant proceeds used to compensate Contractor. Contractor shall cooperate fully with Enterprise in locating and making accessible any such records.

III Certifications

Contractor shall comply with all applicable District and Federal statutes and regulations as may be amended from time to time. Contractor certifies that it will comply with the following statutes and regulations, to the extent they are applicable:

- Housing Production Trust Fund - D.C. Official Code § 42-2801 *et seq.*; 10B DCMR Chapter 41;
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2 CFR part 200;
- Environmental Reviews - 24 CFR Part 85;
- National Environmental Policy Act (NEPA) of 1969 - 24 CFR Part 58;
- Lead Safe Housing Rule (Lead Based Paint) - 24 CFR Part 35;
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 *et seq.*
- The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
- Section 3 - 24 CFR Part 75;
- Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014, D.C. Law 20-108, D.C. Official Code § 2-218.01 *et seq.*);
- First Source Program D.C. Official Code §2-219.01 *et seq.*; and Mayor's Order 83-265;
- Affirmative Action Plan - Mayor's Order 85-85;
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Non-procurement Debarment - 2 CFR Part 2424;
- Anti-lobbying Restrictions - 24 CFR Part 87;
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 *et seq.*
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- The Rental Housing Conversion and Sale Act of 1980 (D.C. Law 3-86);
- The Rental Housing Act of 1985;
- Americans with Disabilities Act of 1990 - 42 USC §12101 *et seq.*;
- Section 504 of Rehabilitation Act of 1973, as amended - 24 CFR Part 8;
- Freedom of Information Act - D.C. Official Code §2-531 *et seq.*;
- Davis Bacon and Related Acts - 40 USC §3141 *et seq.*;
- Conflict of Interest - 24 CFR § 570.611; 24 CFR §§ 85.42 and 85.36;
- Hatch Act - 5 USC Chapter 15;
- Low Income Housing Tax Credit - § 42 Internal Revenue Code of 1986, as amended;
- Drug Free Workplace - 24 CFR Part 2; 41 USC § 8102 *et seq.*
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 *et seq.*
- Fair Housing - 24 CFR Part 107; 24 CFR Part 100;



- Age Discrimination Act of 1975 - 24 CFR Part 146; 42 USC §6101 *et seq.*
- Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 *et seq.*
- D.C. Non-Discrimination - D.C. Official Code § 2-1401.1 *et seq.*;
- Assurance of Nondiscrimination and Equal Opportunity - 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 *et seq.*
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 *et seq.*

IV Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976, effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code § 2-531 *et seq.*) (“FOIA”) provides that “any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act.” A “public record” has been defined by section 2(13) of the District of Columbia Public Record Management Act of 1985, effective September 5, 1985 (D.C. Law 6-19; D.C. Official Code § 2-1701(13)) as “any document, book, photographic image, electronic data recording, paper, sounding recording, or other material regardless of physical form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District.”

Contractor acknowledges that all information and documentation submitted to Enterprise pursuant to this Contract, including information exempt from mandatory disclosure under FOIA, is subject to public disclosure in response to a Freedom of Information Act request. Enterprise shall have no liability related to such disclosure.

V Non-Discrimination

In the provision of goods or services associated with the Contract, Contractor shall not discriminate, or allow discrimination, on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, genetic information, disability, matriculation, political affiliation, disability, source of income, status as a victim of an intrafamily offense, or place of residence or business. In addition, Contractor shall not engage in or allow harassment based on any of the above categories, nor engage in any other activity that would be prohibited by the District of Columbia Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) and Mayor’s Order 2017-313 (Sexual Harassment Policy, Guidance and Procedures).