



Call for Applications

**Atlanta (Vine City/English Avenue)
and South Florida
Faith-Based Development Initiative
Technical Assistance Cohort**

2023

*Applications Due:
September 22, 2023*

Overview

At Enterprise, our mission is to make home and community places of pride, power and belonging, and platforms for resilience and upward mobility for all. One of America's original social enterprises, we bring together the people and resources to create affordable housing in strong neighborhoods. Within Enterprise are programmatic activities and entities that lend funds, finance development, and manage and build affordable housing. Since 1982, we have invested \$64 billion and created 951,000 homes across all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. All to make home and community places of pride, power and belonging. We work in collaboration with partners to solve critical issues facing low-income communities across the U.S., including preserving affordable housing and ensuring families have access to jobs, health care, and other services. Together with our partners we identify, pilot and scale opportunity-building solutions for low-income people.

Atlanta (Vine City/English Avenue) and South Florida Faith-Based Development Initiative Technical Assistance Cohort

Enterprise Community Partners is bringing the Faith-Based Development Initiative (FBDI) Technical Assistance Cohort to Atlanta (Vine City/English Avenue) and South Florida. The FBDI TA Cohorts are a series of no-cost training and peer learning sessions designed to help houses of worship (HOWs) understand and navigate the development process to advance their development projects in their respective communities. Training sessions will be open to HOWs in both Atlanta (Vine City/English Avenue) and South Florida areas interested in learning how to utilize land that they own for the purpose of building affordable housing and/or community serving facilities. The FBDI TA Cohort participants will gain a solid understanding of the development process from visioning to partnership, construction, grand opening, and operations. Enterprise will bring in experts and practitioners that have proven success in developing affordable units and are thinking outside the box when it comes to funding to help deliver the training sessions. Training will be held with a combination of both in-person and virtual sessions.

Through this call for applications, Enterprise is accepting applications from faith-based organizations to form a cohort of participants in the Faith-Based Development Initiative Technical Assistance Cohort. Up to ten houses of worship (Atlanta (Vine City/English Avenue) - 2 and South Florida - 8) will be selected as members of the FBDI Technical Assistance Cohort. In addition to the delivery of the trainings, cohort members will receive no-cost, targeted, one-on-one technical assistance to support individual development efforts. The assistance will be tailored to the needs of the house of worship based on what their goals are and the support they identify in being critical to move their project forward. Examples of potential training topics include:

1. Introduction to Real Estate Development:
 - a. Course Introduction and What is affordable housing
 - b. Development process overview
 - c. Organizational readiness/buy-in, building capacity
 - d. Strategies for development
2. Development Decision and Community Engagement:
 - a. Site development planning and process
 - b. Housing development models, team, roles
 - c. Engaging the community
 - d. Developing a project mission
3. Project Design and Construction:
 - a. Market feasibility
 - b. Selecting a design team, developing design concept
 - c. Development and environmental review, and approval processes
 - d. Understanding and creating predevelopment budget
 - e. Sustainable green building; climate risk reduction
4. Structuring the Deal:
 - a. Proforma development, understanding financial resources (LIHTC, private debt, alternate sources etc.)
 - b. Partnerships (land trust, joint venture etc.)
 - c. Managing construction process and timeline
 - d. Marketing and lease up
 - e. Legal processes (settlement/closing, loan docs, title, etc.)
5. Project Operations:
 - a. Property management
 - b. Asset management
 - c. Compliance
 - d. Resident services
 - e. Partner roles, obligations, and expectations

Additionally, to help Cohort Participants advance their projects from vision to completion **funding support will be provided to each house of worship in the form of up to \$10,000 grants for Feasibility Analysis & Market Study, up to \$40,000 in recoverable pre-development grants** and access to Enterprise Capital Products.

Outcomes

The FBDI Technical Assistance Cohort has been crafted to help houses of worship understand and navigate the development process to advance their development projects. Participating houses of worship have access to funding support and technical assistance to help them connect to resources and address project-specific challenges. The expected outcomes to participation include:

- Strengthened understanding of the overall Development Process
- Ability to pursue the development of affordable housing projects and preserve long-term

affordability

- Improved capacity to identify and obtain funding for development projects

Program Cost

There is no program cost associated with participation in the FBDI Technical Assistance Cohort. Cohort Members **will be required to have the senior pastor** and up to two lay leaders **attend all** of the scheduled Cohort sessions and must apply through this call for applications to be eligible. If there is not a **commitment by the senior pastor to fully participate** in each session then a house of worship should not apply.

Eligibility and Program Requirements

Applicants must meet all requirements specific to this call for applications.

Organizational Eligibility

Organization type – Applicants may be either (a) a house of worship in either Atlanta (located in the Vine City or English Avenue neighborhoods) or South Florida that owns land/property and are working on, or contemplating working on, an affordable housing or mixed-use development, or (b) a non-profit community development organization tied to a house of worship in Atlanta (located in the Vine City or English Avenue neighborhoods) or South Florida that owns land/property and are working on, or contemplating working on, an affordable housing or mixed-use development.

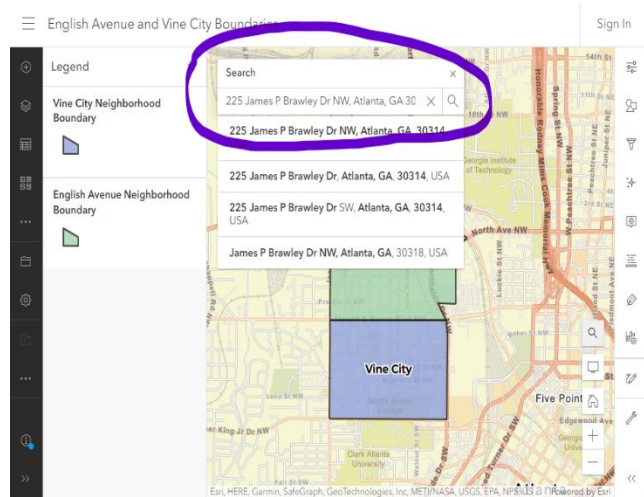
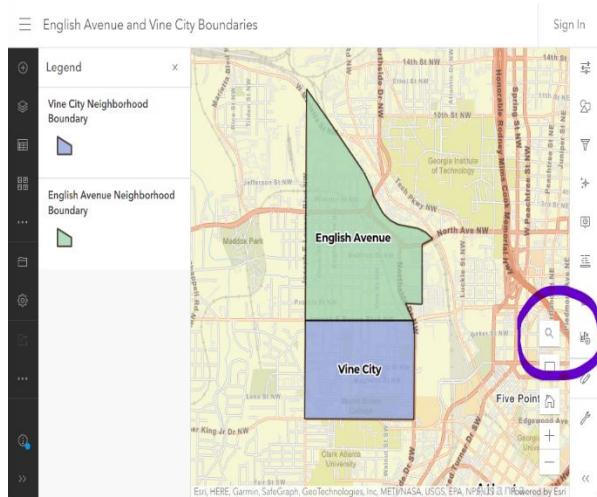
Geographic focus – Applications may only be considered from houses of worship who wish to provide affordable housing and/or community serving facilities in Atlanta (located in the Vine City or English Avenue neighborhoods) and South Florida (Palm Beach, Broward, Miami-Dade and Monroe counties).

If you are unclear whether your house of worship or property is within the English Avenue or Vine City neighborhoods, [this interactive map](#) will let you check.

Use you navigate to the map by [clicking this link](#), please take the following steps:

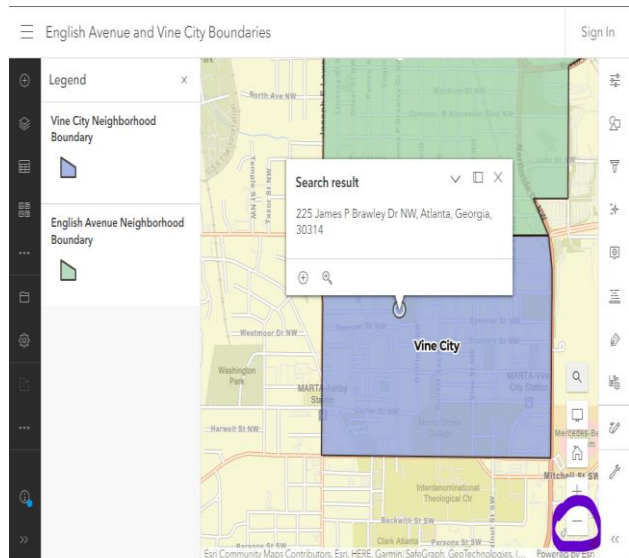
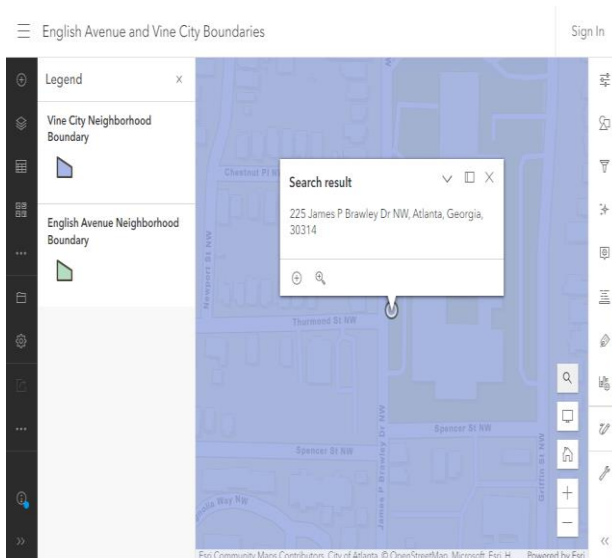
Step 1. Click the “search” icon in the bottom right corner of the map.

Step 2. Enter the address of your location in the search bar. We used the address of a local school as an example.



Step 3. Once you enter the address, the map will zoom into your location.

Step 4. Using the minus button in the bottom right corner, you can zoom out on the map to see if your location is within the neighborhood boundaries.



Resource Commitment

Staff time dedicated from the senior Pastor and up to two lay leaders or Community Development Corporation staff.

1. Participation in all FBDI Technical Assistance Cohort training sessions both in-person and virtually (over a 6–7-month timeframe beginning October 2023).
2. Working with Technical Assistance provider/Development Consultant (up to 5 hours per month over a 90-day timeframe).
3. Internal coordination and communication with Enterprise as needed.

Program Terms

- Program Period of Performance – The training portion of the FBDI Technical Assistance Cohort will occur over a six to seven-month period beginning October 2023. TA cohort members **must commit to attending all sessions.**
- Cohort participants are expected to stay engaged with Enterprise Community Partners for the period of time that they are pursuing their development projects in order to access the funding support (Feasibility Analysis & Market Study grants and recoverable pre-development grants) at the appropriate time the project warrants the funding support.
- Reporting – Participants will be required to provide information that supports Enterprise’s evaluation of the impact of the FBDI Technical Assistance Cohort. The bulk of this participation will take the format of training evaluations, post-training surveys, etc. Every effort will be made to minimize the time and effort required by participants.
- Work Products – Any work products (i.e., reports, RFPs, etc.) developed through the provided Technical Assistance will remain the property of the cohort participant but must be shared with Enterprise Community Partners.

Submission Requirements and Evaluation Criteria

Submission Materials

Responses should include the following materials:

Organizational Narrative (no more than 2 pages) that includes:

- name of the House of Worship,
- location,
- name of Clergy Leader,
- what the house of worship hopes to gain from participating in the FBDI Technical Assistance Cohort,
- bios of the clergy leader and organization leadership,
- capacity of the house of worship to dedicate staff time to the FBDI Technical Assistance Cohort and to the development process of affordable housing and/or community serving facilities should also be addressed,
- identification of senior pastor and lay leaders/staff that will be in attendance each session,

- ways that your organization is culturally responsive to the communities it serves and shows a commitment to Diversity, Equity, and Inclusion
- completed [FBDI Enterprise Organizational Assessment document](#). We understand that you may not be able to fully answer all of the questions in the document and that's okay as the FBDI TA Cohort is designed to help you better answer these questions. However, please answer as much as you can and provide details as it will help us with establishing a baseline of where each HOW is in the development process.

Selection Criteria

Organizations will be evaluated on the following characteristics:

A maximum of 10 organizations (Atlanta (Vine City/English Avenue) – 2 and South Florida - 8) will be selected to participate in the FBDI Technical Assistance Cohort.

- Organizational capacity to pursue an affordable housing and or community serving facility development project including staff capacity to successfully complete training and dedicate time to working with TA provider/development consultant (30 points)
- Organizational Narrative (30 points)
- Completed FBDI Enterprise Organizational Assessment (20 points)
- Complete application materials (15)
- Culturally Responsive Organization (5)

Submission Instructions

Proposals are due by **11:59 pm ET on September 22, 2023**. Inquiries concerning this RFA should be directed to Timothy Block at tblock@enterprisecommunity.org. Applications must be submitted in SlideRoom by clicking here:

<https://enterprise.slideroom.com/#/login/program/73978>

All costs incurred in the preparation of a response to this RFA are the responsibility of the applicant and will not be reimbursed by Enterprise. By submitting a proposal, applicant commits to the terms and conditions outlined in this RFA. 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. We cannot accept late or incomplete applications.

Learn More

Any questions on the call for applications process can be directed to: Timothy Block, Director, Southeast, at tblock@enterprisecommunity.org

Notification of Selected Applicants

All applicants will be notified of selection via email on October 16, 2023

Please note that the first training session will tentatively be held the week of October 31, 2023

Right to Reject

Enterprise reserves the right, in its sole discretion, to reject any and all responses received in response to this RFQ. A contract for the accepted response will be based upon the factors described in this RFQ.

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 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: Standard Insurance Requirements
- Attachment 3: Partner Demographics Questionnaire (Optional)
- Attachment 4: Additional Provisions

ATTACHMENT 1

STANDARD TERMS AND CONDITIONS

All capitalized terms used herein, unless otherwise specifically defined in these Standard Terms and Conditions, shall have the meanings ascribed to them elsewhere in the Contract (e.g., on the face sheet).

1. **Conditions to Contracting.** As a condition to this Contract being effective, Enterprise must have received (a) a completed and signed W-9 form with a Contractor name that matches the Contractor name on this Contract, (b) ACH or other payment information with an account or payee name that matches the Contractor name on this Contract, (c) a certificate of insurance (ACORD 25) evidencing that Contractor has the insurance coverage required in Attachment 2 (unless otherwise approved in writing by Enterprise), and (d) this Contract signed by all parties.

2. **W-9 Form / Federal Tax Identification Number / Name Change.**
 - a. Contractor certifies that the W-9 form submitted to Enterprise for this Contract is the current W-9 form for Contractor. Payment will be made payable to the Contractor name and Federal Tax Identification number on the W-9 form. Contractor hereby agrees to notify Enterprise immediately upon any change of information on Contractor's W-9 form.

 - b. In the event Contractor desires a name change for this Contract or for any payment method because of Contractor's name change, merger, or other circumstance, Contractor must promptly notify Enterprise in writing of the name change. Enterprise will then work with Contractor to obtain the applicable documentation needed by Enterprise to make the change for this Contract. Any name change will be implemented through a Contract amendment signed by Enterprise and Contractor. No payments will be made in a different name without the name change process being completed, including the Contract amendment. If Contractor desires to assign this Contract, see the Section on "Delegation; Assignment" in these Standard Terms and Conditions.

3. **Scope of Work and Contractor's Performance.**
 - a. Contractor's performance must be in accordance with the Scope of Work. Contractor shall render its services in accordance with generally accepted professional standards and practices utilized by persons engaged in providing services of a like nature and complexity and as otherwise required by the deliverables set forth in the Scope of Work (the "Deliverables") and standards set by this Contract. If the performance of the Scope of Work or the quality of the Deliverables does not meet the obligations contained in this Contract, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies. In the instance of poor performance or lack of quality of Deliverable, Enterprise will make good faith efforts to resolve issues with the Contractor prior to proceeding with termination rights or exercising other remedies.

 - b. Unless otherwise explicitly approved by Enterprise, Contractor may not engage in lobbying or political activities under this Contract. Generally, lobbying is defined as communications with a legislator or an employee of a legislative body for the purpose of influencing legislation, and the communication refers to a specific piece of legislation and expresses a view on that legislation. Lobbying is further defined as any attempt to influence specific legislation by encouraging the

public to contact legislators about that legislation. See Treasury Regulations § 56.4911-2. Political activities are defined as participating or intervening in any political campaign on behalf of (or in opposition to) any candidate for public office. See Internal Revenue Code Section 501(c)(3).

4. 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, commercial general liability and other insurance coverage, 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, the insurance coverages as set forth on Attachment 2 (unless otherwise approved in writing by Enterprise).
5. Ownership of Deliverables. Contractor hereby agrees and acknowledges that all Deliverables and other documents generated, developed or produced by Contractor under the Scope of Work of this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise (collectively, the Deliverables and other documents, the "Work Products"). 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 consent of Enterprise. Contractor retains all rights of ownership and use over any form documents, models or training materials that are developed independently by Contractor in the normal course of its business and are adapted by Contractor to create the Work Products.
6. Use of Enterprise's Intellectual Property. Contractor shall not use Enterprise's name, logo, trademarks, or any other Enterprise-owned intellectual property for any reason, without the prior written consent of Enterprise.
7. Confidential Information.
 - a. "Confidential Information" is information which a party (the "Disclosing Party"), has identified as confidential or that reasonably should be understood to be confidential given the name of the information and circumstances of disclosure, including, but not limited to: borrower, grantee, subcontractor/contractor or client/customer information; information regarding the Disclosing Party's financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding the Disclosing Party's staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing or orally imparted. The other party (the "Receiving Party") hereby agrees that it will not disclose or divulge the Disclosing Party's Confidential Information or any part thereof to any other person or entity (except to its employees, officers, directors or others who need to have access to the Confidential Information to complete the Scope of Work (each, a "Receiving Party's Representative") or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the Disclosing Party. In the event of disclosure to the Receiving Party's Representative, the Receiving Party is responsible for any breach of confidentiality by the Receiving Party's Representative.
 - b. Upon the request of the Disclosing Party or upon the expiration, cancellation or termination of this Contract, the Receiving Party shall promptly deliver to the Disclosing Party all documents or other materials in the Receiving Party's possession, and all copies thereof, constituting or containing Confidential Information.

- c. 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 Receiving Party disclosing such information; (2) information which is already in the Receiving Party’s possession prior to the effective date of this Contract and is not otherwise Confidential Information; (3) is independently developed by the Receiving Party outside the scope of this Contract and without references to Confidential Information; (4) is rightfully obtained by the Receiving Party (and not through the Disclosing Party) from third parties who are not known to the Receiving Party 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.
- d. This Section will survive completion, expiration, cancellation or termination of this Contract.
8. Personally Identifiable Information. Contractor represents, warrants and covenants that, as of the date of this Contract and for the duration of the Period of Performance, Contractor has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein), if any, disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction; and (iii) compliant with any applicable state and territory regulations.

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 this list is not exhaustive and may be defined otherwise under the laws of 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; and/or
- 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 and the United States Territories. In the event Contractor stores its data outside of the United States and the United State Territories, Contractor (1) must notify Enterprise in writing of such data storage arrangement, including the country, territory or jurisdiction where stored; and (2) represents, warrants and covenants that Contractor (and its data storage contractor(s), if any) is compliant, and shall remain compliant during the Period of Performance, with the Global Data Protection Regulation or any other international privacy laws for data protection that are in force in the country,

territory or jurisdiction in which the data is stored. Contractor shall remain liable to Enterprise for the full performance of all obligations under this Section, notwithstanding any arrangement with a data storage contractor.

Contractor shall notify Enterprise of any discovery of a breach of any Personally Identifiable Information security procedures as quickly as possible without unreasonable delay and in no event later than thirty (30) days from the discovery of the breach.

This Section will survive completion, expiration, cancellation or termination of the Contract.

9. Information Security and Audits. Contractor certifies that it is in compliance with industry-recognized standards for information security that are applicable for Contractor's line of business and the tasks associated with the Scope of Work. Contractor shall conduct, at its own expense, regular audits of its information security program in accordance with such standards. In addition, upon request of Enterprise, and no more than once per calendar year unless a security incident has occurred, Contractor shall provide Enterprise with a copy of its most recent independent information security audit report, including, if Enterprise requests, a SOC2 (Service Organization Control Type 2) or equivalent report. If Contractor is not required by law or industry regulations to obtain and maintain an independent information security audit report, Enterprise in its sole discretion can request either: (i) an internal self-assessment audit report based on recognized industry standards; or (ii) a completed Enterprise Third-Party Vendor Management Questionnaire. Enterprise will treat the copy of any such audit as Contractor's "Confidential Information" as defined by the Standard Terms and Conditions and will hold it in accordance with the confidentiality provisions of the Standard Terms and Conditions.
10. Return of Documents. Upon Enterprise's request upon the completion, expiration, cancellation, or termination of this Contract, subject to payment of all rightfully due compensation, Contractor must deliver or, with Enterprise's consent, destroy 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 (the "Enterprise Materials") and destroy any Enterprise Materials that cannot be delivered back to Enterprise, including, without limitation, Personally Identifiable Information. Contractor may retain Enterprise Materials if required by applicable law, regulation or documented Contractor archival policy or as otherwise authorized or instructed by Enterprise. Upon request of Enterprise, Contractor shall deliver to Enterprise a certificate executed by an officer of Contractor certifying that all Enterprise Materials have been delivered to Enterprise, destroyed or otherwise managed in accordance with this Contract.
11. 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. To the extent allowed by law, Contractor's documentation and books of account shall be open for inspection by Enterprise or its auditors with reasonable prior notice to Contractor to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed. Notwithstanding the foregoing, in the instance of a fixed price contract, books of account will not be audited.
12. 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.

13. Non-Discrimination. Enterprise and Contractor and all Contractor's subcontractors shall abide by regulations that 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.
14. Compliance with Premises Rules, Practices and Policies. When Contractor or its subcontractor or other agent or representative is physically present on any property of Enterprise in the performance of the Scope of Work, Contractor shall make reasonable efforts to cause its employees, subcontractors or other agents or representatives to become aware of, and be in full compliance with, the property owner's rules, practices, and policies. For example, each person must comply with all applicable rules regarding Covid-19 or other health-related protocols, safety, smoking, noise, access restrictions, parking, security, and consideration for minors (persons under age 18). Contractor is responsible for any breach of this Section by its employees, subcontractors or other agents or representatives.
15. Representations; Warranties; Covenants. Contractor represents, warrants and covenants that:
 - a. Contractor, if it is an entity, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation; if Contractor is an entity and is performing work in a state that is different than the state in which Contractor was organized (the "Foreign State"), Contractor is qualified as a foreign entity to perform work in the Foreign State;
 - b. Contractor has full power, authority and legal right to execute, deliver and perform the obligations of this Contract;
 - c. All authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for Contractor to perform this Contract have been obtained and are, and will remain during the Period of Performance, in full force and effect and are available to Enterprise upon request;
 - d. This Contract constitutes a legal, valid and binding obligation, enforceable against Contractor in accordance with its terms;
 - e. Contractor has no direct or indirect interest, whether said interest be personal or financial, that would conflict in any manner or degree with the awarding of or performance of this Contract; that no trustee, director, officer or staff member of Enterprise has any actual or potential involvement, interest or relationship in Contractor, either directly or indirectly, , whether said interest be personal or financial, and whether such interest arises by way of a corporate entity, partnership, or otherwise; and Contractor shall immediately notify Enterprise in writing of any potential conflict of interest or any relationship or actions that might give the appearance that a conflict of interest exists.
 - f. Contractor represents that it has not knowingly employed individuals or contributed funds to organizations that support terrorism or that are found on any terrorist-related list promulgated by the U.S. Government, the United Nations, or the European Union, including the U.S. Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List. Contractor will not use funds provided under this Contract, directly or indirectly, in support of activities (i) prohibited by U.S. laws related to combatting terrorism; (ii) with or related to parties on the List of Specially Designated Nationals or (iii) with or related to countries against which the U.S. maintains a comprehensive embargo, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by Enterprise in its sole and absolute discretion. Further, Contractor represents that it is not the target of economic or trade sanctions, and Contractor will immediately inform Enterprise if Contractor becomes the target of economic

or trade sanctions, including any ownership or control of Contractor by one or more persons on the List of Specially Designated Nationals.

16. Termination.

- a. Termination by Mutual Agreement. This Contract may be terminated at any time by mutual written agreement of Enterprise and Contractor. Such agreement shall specify the termination details including, but not limited to, the termination date, process for submission of completed or unfinished Deliverables, process for return or other disposition of Enterprise Materials, the amount of any mutually-negotiated payment, and, if applicable, the return of amounts advanced to Contractor prior to the termination date for future performance rendered impracticable by termination of this Contract. All obligations which were to be performed as of the termination date are discharged but any right based on prior breach of performance survives.
- b. Termination for Cause. If one or more of the events set forth in this subsection occurs, Enterprise may suspend or withhold payment to Contractor or terminate this Contract and Enterprise may proceed to protect its rights hereunder and seek to compel compliance by Contractor with the terms herein by suit at law or in equity for specific performance of any covenant, term or condition hereof:
 - i. Contractor fails to complete the Scope of Work by the end of the Period of Performance;
 - ii. Contractor fails to deliver any Deliverable or other report required under this Contract when such Deliverable or report is due and such failure continues unremedied for a period of thirty (30) days after Contractor has received written notice from Enterprise specifying such failure; and/or
 - iii. Contractor fails to observe or perform any other material term, covenant or condition contained in this Contract and such failure continues unremedied for a period of thirty (30) days after Contractor has received written notice from Enterprise specifying such default and requiring it to be remedied or, if such failure is not reasonably capable of being remedied within such 30-day period, Contractor has not commenced remedial action and is not proceeding with diligent efforts to remedy such failure.

17. Force Majeure.

- a. No party shall be liable hereunder for any failure or delay in the performance of its obligations under this Contract if such failure or delay is on account of a Force Majeure Event. A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of this Contract impracticable or impossible under the law, in which event the nonperforming party shall be excused from its obligations for the period of the delay.
- b. Each party maintains an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact

of the Force Majeure. Should Force Majeure events delay Contractor's completion of the Deliverables and performance commitments, Contractor may be entitled to an extension for the time for completion subject to any supporting funding requirements. Any extension must be approved in writing by Enterprise. Should a Force Majeure event prevent Contractor from completing Deliverables or performing commitments under this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, Contractor and Enterprise shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust Deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event.

18. Use of Subcontractors. If Contractor retains a subcontractor to perform any portion of the Scope of Work, Contractor must first request written approval from Enterprise, such approval not to be unreasonably withheld or delayed. 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, Compliance with All Laws, and Compliance with Premises Rules, Practices and Policies.

19. Indemnification.

- a. Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its affiliates, officers, directors, employees and agents (the "Indemnified 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 third party claims resulting from (a) any breach or alleged breach of any representation or warranty contained in this Contract, (b) any breach or alleged breach of any covenant or other obligation or duty of the Indemnifying Party under this Contract or under applicable law, (c) any infringement of intellectual property, or (d) the gross negligence or willful misconduct of the Indemnifying Party, its affiliates, officers, directors, employees, and agents.
- b. The Indemnified Party (i) must make good faith efforts to provide timely written notice to the Indemnifying Party of any claim for which indemnification is sought, (ii) permits the Indemnifying Party to fully control the defense of any such claim, *provided, however,* the selection of counsel requires the Indemnified Party's written consent, such consent not to be unreasonably withheld; (iii) permits the Indemnifying Party to negotiate a settlement, *provided, however,* to the extent any settlement does not release the Indemnified Party from any and all liability, or admits liability, guilt or fault on the part of the Indemnified Party requires the Indemnified Party's written consent, such consent not to be unreasonably withheld, and (iv) provide reasonable assistance, at the Indemnifying Party's expense, in the defense of such claim as requested.
- c. The obligations of this Section shall survive the completion, expiration, cancellation or termination of this Contract.

20. Limitation of Liability.

- a. Limitation on Liability by Type. Neither party will be liable to the other party for any indirect damages (including incidental, special or consequential) or punitive damages unless said liability arises from (i) the Confidentiality provisions set forth in this Contract; (ii) the Personally

Identifiable Information provisions set forth in this Contract; (c) the Indemnification provisions set forth in this Contract; or (d) a party's gross negligence or willful misconduct.

- b. Limitation on Liability Amount. Except for liability arising from (i) the Confidentiality provisions set forth in this Contract; (ii) the Personally Identifiable Information provisions set forth in this Contract; (iii) the Indemnification provisions set forth in this Contract or (iv) a party's gross negligence or willful misconduct, the aggregate liability of any Party 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.
21. Nonwaiver. The failure of either party 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 performance of such term or option.
22. 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.
23. No Third-Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Contract.
24. Amendment. Any Amendment to the provisions of this Contract must be in writing and executed by both parties. In the event an administrative change or correction that does not affect the rights and obligations of Contractor is needed by Enterprise or Contractor (e.g., change in contact information, address or other corrections) (an "Administrative Change"), Enterprise or Contractor, as applicable, will provide notice in writing (email sufficient) to the other party of such Administrative Change.
25. Delegation; Assignment. Contractor shall not delegate any duties or assign any rights under this Contract without the prior written approval of Enterprise, such approval not to be unreasonably withheld or delayed. In the event Contractor desires an assignment of this Contract, Contractor must send a written request to Enterprise and provide background information to support the request. If the assignment is approved, Contractor shall submit to Enterprise all information and documents required by Enterprise, including full legal name of assignee, updated W-9 and ACH/payment information for assignee, any internal assignment documents, or other applicable items. Upon assignment approval and receipt of all required documentation, this Contract will be deemed assigned. No payments will be made to an assignee without the approval and documentation process being completed.
26. 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.
27. Parties Bound. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.
28. Notice. Any notice which either party desires to provide the other party under this Contract must be sufficiently given, in writing and delivered to the party's address in this Contract or such other address as a party may specify in writing by (a) hand-delivery, (b) electronic mail, return receipt requested, (c) overnight courier, or (d) certified or registered first class mail, return receipt requested and postage prepaid. The notice shall be deemed to have been received: (a) if hand delivery, on the date of delivery if delivered during

business hours on a business day (otherwise on the next business day), (b) if by electronic mail, on the date of delivery as stated on the return receipt; (c) if by overnight courier, the next business day; (d) if by mail, three (3) business days after mailing.

29. 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, except for Administrative Changes.
30. 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.
31. Waiver of Jury Trial. CONTRACTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION AS MAY BE SET FORTH IN THIS CONTRACT.
32. 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.
33. 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 - STANDARD INSURANCE REQUIREMENTS

ENTERPRISE COMMUNITY PARTNERS, INC.

If Contractor is not certain about the insurance requirements, Enterprise suggests that Contractor provide this information directly to Contractor’s insurance provider to ensure exact coverage.

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated “A-” or higher in the AM Best Guide with a Financial Size Category of at least VI
- Named Insured must be Contractor’s full legal name
- Policy must be current, not expired, and include all endorsements
- ACORD 25 or other similar certificate must be signed by an authorized representative of the insurance carrier
- **Additional Insured (as required below) must appear as:**

**ENTERPRISE COMMUNITY PARTNERS, INC.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044**

Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Commercial General Liability Insurance</u> <ul style="list-style-type: none">• in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate• naming Enterprise as an <u>Additional Insured</u> as listed above
Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Professional Liability</u> (also known as Errors and Omissions coverage) <ul style="list-style-type: none">• in an amount not less than \$1,000,000 per claim
Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor’s <u>Worker’s Compensation Insurance</u> <ul style="list-style-type: none">• in amounts consistent with state statutory requirements for Contractor
Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Auto Insurance</u> <ul style="list-style-type: none">• in amounts not less than \$1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the Commercial General Liability policy• naming Enterprise as an <u>Additional Insured</u> as listed above

If Contractor does not carry the required insurance as listed above, Contractor must notify the Enterprise contact for the Contract to discuss options. Certificates evidencing such insurance must also be submitted to Enterprise as policies renew during the term of this Contract. Upon completion or termination of the Contract, Contractor should notify its insurance provider that it may cease sending evidence of such insurance to Enterprise.

Attachment 3: Partner Demographics Questionnaire

Every Enterprise business is implementing a standard set of demographic questions to gather self-identified information from partners whenever we close a deal, issue an RFP, or execute a contract.

Legal Disclaimer: The following four questions are optional and will be used for general analytical use only and not for purposes of evaluating the proposal.

The questions to the optional Partner Demographics Questionnaire may be answered in the prompts in Slideroom.

1. Which of the following best describes the race and ethnicity of your organization's Chief Executive Officer, Executive Director, General Partner, or Managing Member? (Select one)

- Asian
- Black or African American
- Hispanic or Latino
- Native American / Alaska Native / Native Hawaiian or Other Pacific Islander
- White
- Two or more races
- A race/ethnicity not listed here
- Choose not to disclose

2. Do more than 50% of your organization's board members identify as Black, Indigenous, or as people of color (BIPOC)? (Select one)

- Yes
- No
- Prefer not to answer / Not Applicable

3. Which best describes the gender of your Chief Executive Officer, Executive Director, General Partner, or Managing Member of your organization? (Select one)

- Female
- Male
- Non-binary
- A gender/identity not listed here
- Choose not to disclose

4. Does the Chief Executive Officer, Executive Director, General Partner, or Managing Member of your organization identify as a member of the LGBTQ+ community? (Select one)

- Yes
- No
- Choose not to disclose

Attachment 4 - ADDITIONAL PROVISIONS
(Wells Fargo Foundation *Grant Number: 21740835*)

These Additional Provisions are required by the Grant Agreement (“Wells Fargo Foundation Grant Agreement”) entered into as of October 30, 2021 between the Wells Fargo Foundation and Enterprise Community Partners, Inc. (“Enterprise”) and are incorporated by reference into the Grant Agreement executed by and between Enterprise and Grantee (the “Grant”). Grantee 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.

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

Additional Representations, Warranties and Obligations of Contractor.

Grantee 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. Grantee will use reasonable efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering.

Community Reinvestment Act.

Wells Fargo may evaluate this Agreement for inclusion as a part of Wells Fargo’s Community Reinvestment Act (“CRA”) exam activity. Grantee’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. Grantee 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.