

ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

New York State Making Moves Mobility Program Landlord Marketing RFP

January 7, 2025

PURPOSE

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposal (RFP) process seeking a communications agency or consultant (“the Contractor”) to help develop a communications / marketing campaign, materials, and dissemination strategy targeting owners with available affordable units for the New York State Making Moves Mobility Program (“MMP”), and to assess the marketing campaign’s success and make recommendations for any changes to the marketing strategy going forward. The MMP is a statewide program located in several regions of New York State, assisting Housing Choice Voucher families with children in utilizing their voucher to obtain rental housing in areas that will offer greater access to opportunities and improve their well-being. The selected Contractor will work with Enterprise to target owners in select regions, with the intention of increasing their participation in the MMP.

Funding will include staff time for development of materials, a marketing strategy, the dissemination of the content, and a review of the strategy after completion of the campaign. For example, social media content including static and video material, tv and/or radio, newspapers, etc.

MMP is funded with federal Housing Choice Voucher funds through New York State Homes and Community Renewal (“HCR”) in cooperation with the U.S. Department of Housing and Urban Development (“HUD”).

OVERVIEW

- Summary of Required Services:
 - Increase enrollment in MMP from owners in the regions where MMP operates
 - Increase awareness of MMP and the benefits to owners participating in the program, in the regions where MMP operates
 - Develop refined messaging and outreach avenues that program administrators can continue to leverage beyond this initial campaign to reach owners.

- **Period of Performance and other Important Dates:** The selected Contractor will be expected to complete the following Scope of Work in an anticipated 6-8 months.
 - **Application due:** 11:59 EST on February 5, 2025
 - **Begin work:** Estimated February 2025 for completion between July 2025 – September 2025
 - **Questions:** All interested Applicants may email questions regarding this RFP. Applicants must e-mail these questions to Michael Deeter at mdeeter@enterprisecommunity.org no later than January 31, 2025. Applicants may not contact anyone other than mdeeter@enterprisecommunity.org with questions about this RFP.

Enterprise reserves the right to modify any part of this RFP including, but not limited to, the dates/times of the proposal deadline. Modifications will be made by issuance of amendments and/or addenda. Any amendment or addendum to this RFP will become part of this RFP. Modifications to the RFP will be posted to the [Enterprise web page](#). If the Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Applicant will immediately notify Enterprise of such error in writing and request clarification or modification of the document. There are no designated dates for release of addenda. Therefore, interested Applicants should check the website frequently. It is the sole responsibility of the Applicant to be knowledgeable of all amendments and addenda related to this RFP process. Enterprise does not make any guarantees that funding will be offered through this type of RFP again in future years.

Enterprise reserves the right to either increase or decrease the number of applicants selected through this RFP without prior notification, and may cancel this RFP at any time.

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About Enterprise

Enterprise is a national nonprofit that exists to make a good home possible for the millions of families without one. We support community development organizations on the ground, aggregate and invest capital for impact, advance housing policy at every level of government, and build and manage communities ourselves. Since 1982, we have invested \$72 billion and created or preserved 1,000,000 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.

Project Overview / Background

The federal Housing Choice Voucher (HCV) program, commonly known as Section 8, provides low-income households with a rental subsidy to access quality, affordable homes. Although the HCV program has been successful at helping families obtain and pay for an apartment, research has shown that families with vouchers continue to live in areas of concentrated poverty and segregation.

Housing mobility programs aim to assist families with HCV vouchers to overcome barriers endemic to moving to well-resourced neighborhoods in order to expand access to economic mobility, higher-performing schools, job opportunities and other positive long-term outcomes.

Recent social science and economic research¹ has demonstrated that not only do comprehensive housing mobility services have a dramatic impact on the types of neighborhoods where low-income families choose to live – they also lead to improved educational, economic, and health outcomes for low-income children who move to lower poverty areas.

Formally launched in Spring 2022 with funding from HCR, Enterprise currently supports the New York State MMPs operating in Buffalo (Erie and Niagara Counties), Long Island (Nassau and Suffolk Counties), Ithaca (Tompkins County), and Orange and Dutchess Counties. HCR also currently operates a similar program in Westchester County through its Local Administrator.

The goal of the program is to expand housing choice and available resources for families participating in HCV who are seeking to move to well-resourced communities with lower poverty and higher-performing schools. This goal is consistent with the federal and state obligations to Affirmatively Further Fair Housing, which requires the state to address inequities that cause unequal and segregated access to housing. The mobility program provides customized counseling and search assistance for HCV holders who are interested in making a move to these communities, as well as financial support to enable these moves, and post-move supports to enable stability in the family's new community. The program also conducts outreach and recruitment to owners and provides landlord incentives such as unit hold incentive payments.

Mobility programs are most successful when they have an ongoing supply of owners with available, affordable units in well-resourced communities. The marketing campaign intended to be developed

¹ See research articles: "[Creating Moves to Opportunity: Experimental Evidence on Barriers to Neighborhood Choice](#)," August 2019. "[The Effects of Exposure to Better Neighborhoods on Children](#)," 2016.

through this RFP will ideally engage owners and increase their participation in local MMPs.

Scope of Work

1. Tasks and Activities

The Contractor will work with Enterprise, as well as MMP partner agencies, to develop content and a broad strategy and campaign to disseminate developed materials in order to reach owners with available affordable units in well-resourced communities in the regions in which MMP operates, including but not limited to Erie County, Long Island, Tompkins County, the Newburgh / Poughkeepsie region, and Westchester County. This campaign should build on or refine existing efforts and not be redundant of what the program administrators are already doing.

The selected Contractor will be expected to complete the following, in an anticipated 6-8 month timeframe:

- Research: Through conversations with Enterprise, the five program administrators, and owners, assess current outreach messaging and strategies. Through interviews or focus groups, talk to owners and real estate associations in each region to understand effective messaging and marketing avenues.
- Messaging: The Contractor will help synthesize content from the program and develop key messaging, refined based on input and feedback from current staff, owners, and other stakeholders involved in MMP.
- Marketing plan: The Contractor will develop a multipronged marketing campaign for each region based on local media analyses and input from program stakeholders, including a campaign implementation plan, budget, and timeline. This may include:
 - Targeted social media strategy: Engage major platforms.
 - Paid and earned media: Based on local stakeholder input on appropriate outlets.
 - Physical ads: If recommended by local stakeholders and cost effective, develop strategy for physical ads such as at bus stops, etc.
- Content Creation: The Contractor will develop content in alignment with the marketing plan designed in each region, potentially including videos, static images, voice clips, and copy for ads, op-eds and other avenues.
 - The Contractor will also develop an implementation plan for this content and estimated costs.
- Analysis: The Contractor will assess the effectiveness of messaging and marketing strategy in each region to provide recommendations on the most effective outreach approaches and changes that should be made in future phases of the campaign.

The Contractor will be expected to collaborate with Enterprise, MMP partner agencies, other stakeholders in each of the five regions, and HCR, as needed.

2. Deliverables

- Marketing Plan: After conducting market research, obtaining input from program stakeholders, and building out messaging strategies, the Contractor will develop a

multipronged marketing campaign which includes the campaign implementation plan, budget, and timeline to include:

- Targeted social media strategy
- Paid and earned media
- Physical ads
- Marketing Content: The Contractor, in coordination with each regional partner, will produce content potentially including: videos, static images, voice clips, as well as copy for ads, op-ed and other avenues
- Marketing Plan Execution: The Contractor will execute the developed marketing plan including social media, media, or physical ad strategies within all MMP regions.
- Analysis: Upon completion of the above, the Contractor will produce an assessment of the effectiveness of the marketing plan and messaging strategy in each region. This assessment must also include the most effective outreach approaches and potential changes that should be made in future phases of the campaign.

3. Timeline

The ideal marketing timeline would result in a Spring 2025 campaign launch. Applicants should propose a detailed budget and timeline which is aligned with these parameters. Application due date: 11:59 PM EST on February 5, 2025

4. Reporting and Communications

Communication: Enterprise and the Contractor will establish regular project management meetings and the Contractor will be expected to proactively communicate developments and progress by email.

Reporting: The Contractor will provide reports as the above deliverables are completed and the scope of work is fulfilled. Such reports will include:

- 1) Research & Marketing Plan: The Contractor will create a detailed report on the key findings from each region (including but not limited to: staff interview, focus group findings, etc.). The Contractor will be expected to deliver a completed Marketing Plan within this report. Included should be the justifications from the Research phase that have informed the specifics of the Marketing Plan.
- 2) Marketing Content: The Contractor will provide a report detailing all the created marketing content as aligned with the Contractor's created Marketing Plan.
- 3) Strategy Analysis: Upon the rollout of the Contractor's Marketing Plan, the Contractor will complete a comprehensive analysis on the Plan's efficacy, its impact, and recommendations for future marketing efforts informed by the Plan's efficacy and impact.

5. Compliance Requirements

Enterprise will retain the selected applicant through its standard contracting process. The Contract will include, at minimum, Enterprise's Standard Terms and Conditions. [See Attachment 1](#). If an applicant is not able to comply with any of the Enterprise Standard Terms and Conditions, the applicant must identify such items in the application. The Contract will also include additional provisions required by HCR. [See Attachment 4](#) for the Standard

Clauses for Contracts with the New York State Housing Trust Fund Corporation (the “HCR Requirements”). The HCR Requirements are non-negotiable and an applicant must be able to comply with the HCR Requirements as applicable to the Scope of Work.

Budget

\$70,000 - \$120,000, inclusive of costs for direct media ad buys.

Applicants should include in their application cost proposals for the development of messaging, content creation, marketing strategy development and implementation. Applicants may include estimates for strategy implementation costs. Proposals that deviate from this budget range should include justification.

Proposal Materials / Application Components

We are seeking an agency or consultant to develop advertising materials and to implement a broad strategy and communications plan to promote MMP and encourage increased participation by owners with affordable units in the targeted regions.

Please submit a proposal that addresses the following:

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

- 1) Contact person – Name, title, email and phone
- 2) History and values
- 3) Experience working with nonprofit clients and/or government clients
- 4) Demonstrated commitment to diversity and inclusion

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

- 5) Describe your agency’s approach or process to this type of engagement
- 6) Describe your agency’s approach to project management and execution
- 7) Describe the methods you believe would be most effective for this type of engagement, and how you would see this through.
- 8) Describe the metrics you use to measure success.
- 9) Describe your agency’s capacity to undertake such an engagement, including members of the agency with whom we will work and anticipated hours per week working on this project. In addition, identify subcontractors as appropriate.
- 10) Detailed budget and timeline, aligned with our ideal marketing timeline to launch campaign in the Spring of 2025.
 - a. Budget should include costs/estimates for:
 - i. Messaging development
 - ii. Marketing strategy development
 - iii. Content creation

- iv. Strategy implementation
 - v. Assessment/recommendations for implemented strategies
- 11) Any other ideas and thoughts that you think would advance our goals
- 12) Name and contact information of a reference(s)

Item 3 – Upload case examples of similar types of engagement

Upload at least one and up to three examples.

Selection Criteria

a) Qualifications – 10%

- The applicant has the qualifications necessary to successfully complete the scope of work.
- The applicant has prior experience working with similar organizations.
- Or other Qualification criteria provided

b) Approach – 30%

- The proposal demonstrates an understanding of the project objectives and desired results.
- The proposal illustrates an approach to the scope of work that will likely lead to successful results.
- The proposal illustrates the contractor's ability to successfully execute the proposed approach.

c) Work Plan – 30%

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

d) Experience and Past Performance – 20%

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

e) Budget – 10%

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

d) Integrity

- i. Pursuant to federal regulations, Enterprise may not contract with applicants that possess certain integrity concerns. Applicants with these integrity concerns must be rejected regardless of evaluation scores. These integrity concerns include:

1. Actual or potential conflicts of interests that cannot be responsibly avoided or

mitigated;

2. Individuals or organizations that have been determined to have an unfair competitive advantage over competing contractors or consultants unless this advantage has been previously disclosed and effectively mitigated to eliminate such advantage (i.e., Enterprise publishes the information in the RFP that the advantaged applicant had prior knowledge of);
 - ii. Applicants who developed or drafted specifications, requirements, or statements of work for Enterprise (to ensure objective contractor performance and eliminate unfair competitive advantage for applicants who were involved in the development of the specific procurement);
 - iii. Vendors that appear on the Excluded Party List System contained within the System for Award Management [LINK: SAM.GOV Entity Information](#)

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

Enterprise will select the proposal which it determines will deliver the highest quality deliverable at the best value. Proposals will be evaluated using the weighted-criteria identified above. The award will be made to the highest scoring applicant.

Enterprise, in its sole discretion, may request proposal interviews or presentations by meeting with any and all applicants to clarify or negotiate modifications to proposals. However, Enterprise reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the applicant can propose.

Submission Instructions

Proposals are due by 11:59 PM Eastern Standard Time (EST) on *Wednesday February 5, 2025*.

Inquiries concerning this RFP should be directed to Michael Deeter (mdeeter@enterprisecommunity.org) no later than January 31, 2025 11:59 PM EST.

Proposals must be submitted in SlideRoom by clicking here: [SlideRoom link](#)

All costs incurred in the preparation of a response to this RFP are the responsibility of the applicant and will not be reimbursed by Enterprise.

By submitting a proposal, applicant commits to the terms and conditions outlined in this RFP. Requests for exception to any terms or conditions must be submitted with the proposal. Enterprise reserves the right to deny requests for exception to any terms and conditions. Requested exceptions will be factored into Enterprise's consideration of award.

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

Applicants will be selected and notified in February 2025.

Conflict of Interest

The applicant must disclose, in an attachment to the proposal, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the proposal, the applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the applicant, the applicant's employees or their families' business or financial interests ("interests") and the services provided under the contract. In the event of any change in either interests or the services provided under the contract, the applicant will inform Enterprise regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to Enterprise's satisfaction or the applicant may be disqualified from consideration under this RFP. "Conflict of interest" shall include, but not be limited to the following:

1. Giving or offering a gratuity, kickback, money, gift, or anything of value to an Enterprise official, officer, or employee with the intent of receiving a contract from Enterprise or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with applicant's performance of its duties and responsibilities to Enterprise under the contract or otherwise create the appearance of impropriety with respect to the award or performance of the contract; or
3. Currently possessing or accepting during the RFP process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.

Applicable Requirements

Unique Entity ID (System for Award Management)

All contractors receiving federal funds through Enterprise must have a Unique Entity ID issued by the System for Award Management (SAM).

The System for Award Management (SAM) is a free web site hosted by the federal government that consolidates the government-wide award reporting systems into one system. SAM streamlines processes, eliminating the need to enter the same data multiple times, and consolidates hosting to make the process of doing business with the government more efficient. The website and information on how to create a user account is found at <https://www.sam.gov/SAM/>.

To receive an award, contractors must not have active exclusions or delinquent federal debt and may not be currently debarred, suspended, proposed for debarment or declared ineligible for awards by any federal agency.

Federal Funding Accountability and Transparency Act (FFATA)

Contractors must comply (as applicable) with FFATA and provide necessary information to enable Enterprise to comply with FFATA reporting requirements. Please visit <http://www.ftrs.gov> for more information.

High Rate Limitation

Enterprise may not provide reimbursement for payment of the salary of a contractor at more than the daily equivalent of the rate paid for the level IV of the Executive Schedule. For more information on the Executive Schedule, please see the Office of Personnel Management (OPM) website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/executive-senior-level>. In order to verify this requirement is being met, Enterprise may require additional information regarding a breakout of direct and indirect expenses within budgets and rates.

Attachments

Attachment 1: Enterprise Standard Terms & Conditions

Attachment 2: Contractor Insurance Requirements

Attachment 3: Partner Demographics Questionnaire

Attachment 4: Standard Clauses for Contracts with the New York State Housing Trust Fund Corporation (non-negotiable)

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

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
- **Certificate Holder and Additional Insured (as required below) must appear as:**

ENTERPRISE COMMUNITY PARTNERS, INC. (“Enterprise”)

11000 Broken Land Parkway, Suite 700

Columbia, MD 21044

Ref: [use contract number]

REQUIRED FOR ALL CONTRACTS
<p>Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Commercial General Liability Insurance</u></p> <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
<p>Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor’s <u>Worker’s Compensation Insurance</u></p> <ul style="list-style-type: none">• a minimum of \$500,000 Employers’ Liability Limit or consistent with state statute <p>OR</p> <ul style="list-style-type: none">• Sole Proprietors may provide their state authorized exemption form

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.

SUPPLEMENTAL INSURANCE(S) TO ADD

**BASED ON CONTRACTOR'S SCOPE OF WORK / SERVICES /ACCESS TO FACILITIES,
STAFF, OR SYSTEMS**

Professional Liability

WHEN REQUIRED: Required for all contractors operating under a professional license (Examples may include attorneys, engineers, architects, environmental consultants, insurance or other counselors and consultants, accountants, real estate agents, health/medical advisors) and all contractors engaged in public or private presentations, workshops, or trainings or provide technical assistance or produce content that Enterprise publishes to the public.

Certificate of Insurance (ACORD 25) evidencing Contractor's **Professional Liability** (also known as Errors and Omissions coverage)

- in an amount not less than \$1,000,000 per claim and \$1,000,000 in annual aggregate

Auto Insurance

WHEN REQUIRED: If auto is used in performance of services, one or more of the following policies will be applicable

Certificate of Insurance (ACORD 25) evidencing Contractor's **Auto Insurance**

- Commercial Auto Insurance in amounts not less than \$1,000,000 for combined liability/physical damage for all owned, non-owned and hired automobiles;
OR
- If no owned autos, Commercial General Liability may be substituted by coverage extended from the Commercial General Liability Hired/Non-Owned Auto in amounts not less than \$1,000,000 Combined Single Limit
OR
- **SOLE PROPRIETORS ONLY:** Personal Auto Insurance in amounts of not less than \$100,000 per person and \$300,000 per accident Bodily Injury Liability and \$100,000 per accident in Property Damage Liability
- naming Enterprise as an **Additional Insured** as listed above

Cyber Insurance

WHEN REQUIRED: Required for contractors who have access to Enterprise's Information Technology systems or hardware, where they have access to Confidential or Restricted data defined by the Data Classification Policy or they have access to or collect Personally Identifiable Information (PII) as defined by the PII Policy.

Certificate of Insurance (ACORD 25) evidencing Contractor's **Cyber Insurance**

- in amounts not less than \$1,000,000 per claim with third party coverage
- naming Enterprise as an **Additional Insured** as listed above

Sexual Abuse and Molestation

WHEN REQUIRED: Required when contractors (or their employees) will come into contact with vulnerable individuals or minor children as part of the services provided under the contract.

Certificate of Insurance (ACORD 25) evidencing Contractor's **Sexual Abuse and Molestation**

- in amounts not less than \$1,000,000 per claim
- naming Enterprise as an Additional Insured as listed above

Crime

WHEN REQUIRED: Required where a contractor (or their employees) have access to Enterprise facilities that contain property that could be stolen.

Certificate of Insurance (ACORD 25) evidencing Contractor's **Crime**

- in amounts not less than \$500,000 per claim with third party coverage
- naming Enterprise as an Additional Insured as listed above

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

ATTACHMENT 4: STANDARD CLAUSES FOR CONTRACTS

THE NEW YORK STATE HOUSING TRUST FUND CORPORATION

https://hcr.ny.gov/system/files/documents/2023/11/appendix-i_agencies-standard-contract-clauses_september-2023_final_0.pdf