
Enterprise Assisted Properties, LLC

Request for Proposals

LEGAL COUNSEL IN ADMINISTRATION OF BLUE BUFFERS PROGRAM

March 6, 2026

Purpose

Enterprise Assisted Properties, LLC ("EAP" or "SPE")¹, has initiated a Request for Proposal ("RFP") process to identify legal counsel which will be able to represent EAP in carrying out the New York State Blue Buffers Voluntary Risk Property Buyout Program.

Enterprise Community Partners, Inc. may also rely upon the procurement made by EAP for selection of legal counsel.

¹ Applicants can learn more about the Blue Buffers Program by visiting HCR's website at <https://hcr.ny.gov/blue-buffers>.

Contents

Enterprise Assisted Properties, LLC.....	1
Request for Proposals	1
Purpose	1
Overview	3
About Enterprise Assisted Properties, LLC and the Blue Buffers Program	3
Project Overview	4
Scope of Work and Deliverables.....	4
Budget.....	5
Proposal Materials.....	5
Selection Criteria	10
Submission Instructions.....	11
Right to Reject	12
Equal Employment Opportunity/Minority and Women Owned Business.....	12
Confidentiality	12
Timeline and Notification of Selection	13
Conflict of Interest.....	13
Information Security and Privacy Requirements.....	14
Anti-Discrimination Laws and Regulations	14
Lobbying Law.....	14
Attachments.....	15
Attachment 1: Partner Demographics Profile	16
ATTACHMENT 2 - STANDARD TERMS AND CONDITIONS	17
ATTACHMENT 3 - STANDARD INSURANCE REQUIREMENTS.....	30
ATTACHMENT 4: STATE REQUIREMENT FLOW-THROUGH PROVISIONS	35
ATTACHMENT 5: LOBBYING LAW FORM 1	41
ATTACHMENT 6: LOBBYING LAW FORM 2	42

Overview

EAP seeks to procure a legal service provider who will be able to represent EAP in a variety of legal matters and advice including, but not limited to:

- Data Privacy and Cybersecurity
 - Davis Bacon, Build America Buy America and Organized Labor
 - Employment Law and Labor Relations
 - Environmental Law and Regulation, including expertise in the State Environmental Quality Review Act
 - Exempt Organizations and Not-for-Profit Corporate Governance
 - Government Contracting and Compliance
 - Insurance Law and Regulation
 - Intellectual Property
 - Litigation
 - New York Construction Law and Regulation
 - Real Estate and Land Use Law
 - State Administrative Law
 - Tribal and Indian Nations
- Eligibility on Bidding
 - Attorneys who are licensed to practice within a state jurisdiction of the United States. In addition, it is essential that the proposed team includes at least one attorney who is licensed to practice in New York State and/or possesses demonstrated expertise in advising on New York law and regulation. Preference will be given to firms that can provide direct legal counsel for matters governed by New York law.
 - Period of Performance
 - 3 years with the option to extend the retention at the sole discretion of EAP.

About Enterprise Assisted Properties, LLC and the Blue Buffers Program

Enterprise Community Partners, Inc. was selected as a subrecipient of the Housing Trust Fund Corporation (“HTFC” or the “Corporation”) under the umbrella of New York State Homes and Community Renewal (“HCR”) under the New York State Blue Buffers Voluntary Flood Risk Property Buyout Program (the “Blue Buffers Program” or the “Program”). To fulfill its obligations under its subaward from HTFC (the “Subaward”), Enterprise formed a special purpose entity, Enterprise Assisted Properties, LLC (“EAP”).

The Blue Buffers Program is an initiative administered by HTFC. Its primary goal is to reduce flood risk and restore open space by purchasing private properties identified as at-risk from willing sellers, ("Assisted Properties") demolish and remove structures and/or infrastructure on the Assisted Properties; and transfer Assisted Properties to state agency(ies) or public authorities, which includes municipalities, to facilitate the restoration of beneficial open space, flood mitigation, and/or shoreline stabilization which shall be subject to recorded use restrictions.

EAP will help carry out the following work scope to facilitate the Blue Buffers Program:

- Bidding and prequalifying environmental consultants and overseeing the environmental review compliance in accordance with all applicable rules and regulations.
- Providing contract management support, including contracting with local community-based organizations (CBOs) for community engagement and overseeing their implementation of a community engagement plan.
- Providing post-closing planning and operation support as required, securing purchased properties, bidding and prequalifying demolition contractors, overseeing and managing demolition permitting and activities, and coordinating with stakeholders on end-use options.
- Onboarding additional non-profit partners to provide deliverables for best practices program design, ecological restoration costing options, stakeholder insights, community engagement on the end-use of Assisted Properties, and other environmental expertise.
- Hiring landscape architects, engineering firms, other professional service providers and/or partners such as universities and student cohorts to execute the end-use design and community visioning around the end-use of the buy-out land.
- Collaborating with program partners, including other subrecipients and local units of government, to ensure efficient implementation of the Program.

Project Overview

EAP intends to retain one legal service provider that will be able to represent it in carrying out the work scope above and additional Program administration activities.

Scope of Work and Deliverables

EAP seeks to retain legal counsel who can represent it in a variety of matters. EAP anticipates retaining one firm.

Budget

EAP anticipates that some legal services will be eligible for reimbursement under the Subaward while other legal services will not. Any provider selected must be willing and able to submit invoices consistent with the requirements of the Subaward and applicable State regulations and adhere to the HTFC standard terms and conditions and any additional HTFC requirements for those matters which are eligible for reimbursement.

Please include:

1. **How would you staff this work?** Please provide a list of the individuals who would work on this project, their relevant expertise and experience.
2. **How would you price this work?** Please provide the hourly rates for the firm's attorneys and paraprofessionals and indicate any discount from the hourly rates quoted. Please indicate the firm's willingness to contract this work via a fixed-price or capped fee arrangement, and if so, what the proposed fixed-price or capped fee would be. Please include an explanation of what, if any, expenses would be billed to EAP.
3. **How would you satisfy HTFC's Equal Employment Opportunity/Minority and Women Owned Business and Affirmative Action good faith requirements?** Please provide any materials you have that would speak to the firm's ability to help EAP satisfy the HTFC's requirement to use good faith efforts to include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBES") and Service-Disabled Veteran-Owned Businesses ("SDVOBs").

Proposal Materials

Responses should include the following materials:

- Cover letter on company letterhead (should include the name, title, address, telephone number, and e-mail address for point of contact for the applying organization).
- Qualifications (either as its own section or part of the narrative) to include the contractor's qualifications to conduct the scope of work activities, expertise, knowledge, and experience. Experience should include examples of conducting similar or related work. Included below are specific qualifications to be addressed in applicants' responses with regard to certain types of representation.
- Resumes and bios for each individual on the team, including information about their experience with similar projects and professional qualifications.

-
- Based on the past projects identified in the qualification section, include descriptions of representative matters (no more than three).
 - Based on the past projects identified in the qualification form, attach current contact information of clients for whom similar services were provided (no more than three).
 - Applicants will be required to complete the Demographics Profile questionnaire as part of the contracting process with EAP (included under Attachment 1 below).
 - Applicants will be required to provide a disclosure statement as described under “Anti-Discrimination Laws and Regulations” below.
 - Applicants will be required to complete an Affirmation of Understanding of an Agreement, and Potential Contractor or Vendor Disclosure of Prior Non-Responsibility Determinations, Lobbying Law Forms 1 and 2, respectively (available under Attachment 5 and Attachment 6, respectively).

For each practice area please include a response to the questions below:

Data Privacy and Cybersecurity

With respect to Data Privacy and Cybersecurity, all the following qualifications must be met:

1. Have one or more partners of the firm with a minimum of ten years of experience in data privacy law.
 - a. Be able to advise EAP on best practices in data privacy.
 - b. Be able to advise EAP on changes in state and local laws and how to modify policies and procedures to comply with changes in the law.
2. Have one or more partners of the firm with a minimum of ten years of experience in cyber law.

Davis Bacon, Build America Buy America and Organized Labor

With respect to Davis Bacon and Organized Labor, all the following qualifications must be met:

1. Have one or more partners of the firm with a minimum of ten years of experience in the application of Davis-Bacon to federally financed projects.
2. Have one or more partners of the firm with a minimum of ten years of experience negotiating agreements with organized labor.

Employment Law and Labor Relations

With respect to Employment Law and Labor Relations, all the following qualifications must be met:

-
1. Have one or more partners of the firm with a minimum of ten years of experience in defending employers in state and federal employment matters in court, before governmental agencies and in administrative proceedings in claims involving discrimination, unlawful workplace harassment, retaliation, invasion of privacy, and wage relations.
 2. Have one or more of its partners of the firm with a minimum of ten years of experience in representing and counseling employers in matters involving reasonable accommodations, Family Medical Leave Act, employee contracts and employee benefits.

Environmental law and regulation

With respect to environmental matters, all the following qualifications must be met:

1. Have one or more partners of the firm with a minimum of ten years of experience in environmental matters.
2. Have one or more partners of the firm with a minimum of ten years of experience advising clients with respect to NY environmental law and compliance, including New York State Environmental Quality Review Act (SEQR), Parks, Recreation, and Historic Preservation Law (Historic & Cultural Resources); Floodplain Management; and NYS Agricultural and Markets Law and Coastal Zones.
3. Have one or more partners with ten years of experience representing clients in environmental permitting and enforcement.
4. Have one or more partners with ten years of experience advising on demolition, wetlands, or land-restoration regulatory requirements.

Exempt Organizations and Not-for-Profit Corporate Governance

With respect to exempt organization matters, all of the following qualifications must be met:

1. Have one or more partners of the firm with a minimum of ten years of experience advising organizations exempt pursuant to Section 501(c)(3) of the Internal Revenue Code on compliance with federal tax code and regulations.
2. Have one or more partners of the firm with a minimum of ten years of experience advising organizations on charitable registration.
3. Have one or more partners of the firm with a minimum of ten years of experience advising not-for-profit corporations on corporate governance.

Government Contracting and Compliance

With respect to government contracting and compliance, all of the following qualifications must be met:

1. Have one or more partners of the firm with a minimum of ten years of experience advising New York State subaward recipients.

-
2. Have one or more partners with a minimum of ten years of experience advising on New York State procurement and competitive bidding laws (in compliance with State and federal law).
 3. Have one or more partners of the firm with a minimum of ten years of experience advising New York State sub-awardees on drafting templates for multi-tier subcontracting and negotiating sub-contracts and sub-recipient agreements.
 4. Have one or more partners of the firm with a minimum of ten years of experience advising New York State on compliance with state contracts, including audits.

New York Construction Law and Regulation

With respect to New York construction law and regulation, all of the following qualifications must be met:

1. Have one or more partners of the firm with a minimum of ten years of experience advising on New York construction statutes, including lien law and labor law.
2. Have one or more partners with ten years of experience drafting and negotiating agreements with demolition contractors, landscape architects and other professional service providers.
3. Have one or more partners with ten years of experience advising on public-sector construction compliance and agency regulations.
4. Demonstrated experience representing clients in construction-related disputes under New York law, including:
 - Delay claims
 - Change order disputes
 - Payment and performance bond issues
 - Enforcement or defense of mechanic's liens

Intellectual Property

With respect to intellectual property, all of the following qualifications must be met:

1. Have one or more partners of the firm with a minimum of ten years of experience advising corporations on trademarks and other intellectual property rights.
2. Have one or more partners of the firm with a minimum of ten years of experience advising corporations on copyright protection and other intellectual property matters.

Insurance Law

With respect to Insurance Law, all of the following qualifications must be met:

-
1. Have one or more partners of the firm with a minimum of ten years of experience advising clients on insurance regulatory compliance, including interpretation and application of New York State Department of Financial Services (DFS) regulations.
 2. Have one or more partners of the firm with at least ten years of experience advising on insurance coverage matters, including analysis of commercial general liability (CGL), professional liability (E&O), directors and officers (D&O), cyber liability, builder's risk, and environmental liability policies.
 3. Have one or more partners of the firm with a minimum of ten years of experience negotiating or litigating insurance coverage disputes, including claim denials, reservation of rights, additional insured coverage, and tendering claims to carriers.
 4. Have one or more partners of the firm with at least ten years of experience advising on insurance requirements for public or quasi-public projects, including drafting, reviewing, and interpreting insurance provisions in contracts, subcontracts, and professional services agreements.

Litigation

With respect to litigation matters, all of the following qualifications must be met:

1. Have one or more partners of the firm with a minimum of ten years of experience representing corporations on complex litigation in federal and state courts, arbitration and alternative dispute resolution.
2. Have one or more partners of the firm with a minimum of ten years of experience with internal investigations.
3. Have one or more partners of the firm with a minimum of ten years of experience representing federal grantees in external investigations including congressional or other oversight hearings.

Real Estate and Land Use Law

With respect to real estate and land use law, all of the following qualifications must be met:

2. Have one or more partners with a minimum of ten years of experience advising on New York real estate transactions and land-use matters.
3. Have one or more partners with ten years of experience representing clients in zoning, municipal approvals, and planning board proceedings.
4. Have one or more partners with ten years of experience advising on easements, restrictive covenants, and title matters.

State Administrative Law

With respect to state administrative law, all of the following qualifications must be met:

-
1. Have one or more partners with a minimum of ten years of experience representing clients before New York State agencies or administrative tribunals.
 2. Have one or more partners with ten years of experience advising on state regulatory interpretation and administrative appeals.
 3. Have one or more partners with ten years of experience advising on administrative procedures affecting public programs.

Tribal and Indian Nations

With respect to Tribal and Indian nations matters, all of the following qualifications must be met:

1. Have one or more partners of the firm with a minimum of ten years of experience representing organizations contracting with tribal or Indian nations.
2. Have one or more partners of the firm with a minimum of ten years of experience representing organizations providing services on tribal or Indian nations.

Selection Criteria

Applicants will be evaluated on the following characteristics:

- Qualifications – 25%
 - The applicant has the qualifications necessary to successfully complete the scope of work.
 - The applicant has prior experience working on similar projects.
 - The applicant has prior experience working with similar organizations.
 - The applicant has demonstrated other qualification criteria identified in Proposal Materials section.
- Approach – 25%
 - 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 applicant's ability to successfully execute the proposed approach.

-
- Experience and Past Performance– 25%
 - Demonstrated expertise as evidenced by professional certifications, accreditations, or industry recognition.
 - Quality of submitted examples of representative work.
 - Past relevant experience and performance of similar projects.
 - Budget – 25%
 - The proposal includes an approach to flat rate engagements.
 - The proposal includes hourly rates.
 - The proposal describes how overhead and expenses will be minimized and controlled.
 - The proposed costs are reasonable compared to our independent cost estimates.

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

EAP will select counsel which it determines will deliver the highest quality deliverable at the best value. Proposals will be evaluated using the weighted criteria identified above.

EAP, 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, EAP 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 5:00 PM Eastern Standard Time on April 6, 2026.

Inquiries concerning this RFP should be directed to [Jenny Yang](mailto:jyang@enterprisecommunity.org) (jyang@enterprisecommunity.org) with subject line "EAP Legal Representation RFP."

Proposals must be submitted in SlideRoom by clicking here: <https://enterprise.slideroom.com/#/permalink/program/88454>

Note: Interested applicants must create a user and log in profile to access the application page for submission.

Applications received outside of SlideRoom or after the deadline will not be accepted. Questions regarding technical issues with SlideRoom may be sent to support@slideroom.com.

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

By submitting a proposal, the 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. EAP reserves the right to deny requests for exception to any terms and conditions. Requested exceptions will be factored into EAP's consideration of award.

Right to Reject

EAP 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.

Equal Employment Opportunity/Minority and Women Owned Business

Consistent with state and federal law, EAP will make efforts to provide opportunities for meaningful participation in projects to New York State Certified Minority and Women Owned Business Enterprises ("MWBES") and to promote opportunities for maximum feasible participation of New York State certified service-disabled veteran-owned business enterprises ("SDVOBs") in the performance of the contract awarded through this RFP.

Confidentiality

EAP is issuing this RFP for the express and sole purpose of seeking legal representation and advice. Any information or documents shared by EAP with a potential applicant is made for that sole purpose, and in confidence. EAP considers all information or documents shared by it with a potential applicant in connection with this RFP to be subject to attorney client privilege and to be treated as such by a potential applicant.

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.

Timeline and Notification of Selection

- RFP Posting: March 6, 2026 (30-day Notice Period Begins).
- Questions: All interested Applicants will be afforded the opportunity to e-mail questions regarding this RFP. Applicants must e-mail these questions to Jenny Yang (jyang@enterprisecommunity.org) no later than by 5:00 PM Eastern Standard Time on March 19, 2026.
- Question Responses will be provided by March 31, 2026.
- Deadline for RFP Responses: 5:00 PM Eastern Standard Time on April 6, 2026.
- Follow-up Questions from EAP to Bidders: Week of April 20, 2026.
- Notice of Award: Week of April 27, 2026.
- Notify Other Respondents of Non-Award: Week of May 4, 2026.

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. EAP recognizes that responses may be from respondents who are also responding to RFQs or Request for Proposals or otherwise engaging with HCR, HTFC, or providing services in respect of the Blue Buffers Program to other subrecipients or contractors. Such activities will not, standing alone, preclude an applicant from being selected to receive a contract award, provided no actual conflict of interest exists.

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 EAP regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to EAP'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:

- Giving or offering a gratuity, kickback, money, gift, or anything of value to an EAP representative or an Enterprise official, officer, or employee with the intent of receiving a contract from EAP or favorable treatment under a contract;
- 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 EAP under the contract or otherwise create the appearance of impropriety with respect to the award or performance of the contract; or

-
- 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 EAP will be influenced.

Information Security and Privacy Requirements

Any network-based information and applications development, or programming, including, but not limited to, websites delivered to or by the State of New York pursuant to this procurement, will comply with Section 130-d of the State Technology Law, as amended, Executive Law Section 170-f, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to all users, including those with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by a representative of the State and any report on the results of such testing must be satisfactory to the State of New York.

Anti-Discrimination Laws and Regulations

Any applicant with fifteen (15) or more employees must include with their response a statement disclosing whether the applicant is currently operating under or negotiating, or has at some time in the last five years operated under or negotiated, a conciliation agreement with the Equal Employment Opportunity Commission ("EEOC"); has been, at some time in the last five years, or is currently subject of a civil action brought against it by the EEOC; has been, at some time in the last five years, or is currently the subject of an action brought against it by the EEOC for permanent, temporary or preliminary relief; has operated, at some time in the last five years, or is currently operating under an order of a court to take affirmative action as a result of a civil action brought against it by EEOC.

Lobbying Law

This RFP is subject to Legislative Law and the State Finance Law enacted on August 23, 2005, Chapter 1 of the laws of 2005 and amended on March 20, 2010, Chapter 4 of the laws of 2010 ("Lobbying Law") and the Corporation's directives relating thereto under Section VII of the Corporation's procurement and contract guidelines (available at https://hcr.ny.gov/system/files/documents/2025/03/procurement-guidelines_jan-26-2023_final.pdf).

All applicants must complete and return to EAP with their proposal or bid response an Affirmation of Understanding of an Agreement, and Potential Contractor or Vendor Disclosure of

Prior Non-Responsibility Determinations, Lobbying Law Forms 1 and 2, respectively (available under Attachment 5 and Attachment 6, respectively). Form 1 is a written affirmation of Contractor of the Governmental Procurement lobbying procedures of the Corporation and Form 2 requires the potential Contractor to certify that all information provided to the Corporation with respect to the Lobbying Law is complete, true and accurate.

Attachments

Attachment 1: Partner Demographics

Attachment 2: EAP Standard Terms & Conditions

Attachment 3: Contractor Insurance Requirements

Attachment 4: State Requirement Flow-through Provisions

Attachment 5: Lobbying Law Form 1

Attachment 6: Lobbying Law Form 2

Attachment 1: Partner Demographics Profile

Below is a standard set of demographic questions to gather self-identified information from partners in compliance with HTFC's requirements.

You can access the form here:

[MWBE - Company Demographic Profile, PROC-7](#)

Please complete this form and attach for the corresponding question on Slideroom

ATTACHMENT 2 - STANDARD TERMS AND CONDITIONS

ATTACHMENT 2

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, EAP 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 4 (unless otherwise approved in writing by EAP), 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 EAP 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 EAP 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 EAP in writing of the name change. EAP will then work with Contractor to obtain the applicable documentation needed by EAP to make the change for this Contract. Any name change will be implemented through a Contract amendment signed by EAP 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, EAP 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, EAP 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 EAP, 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. EAP 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 4 (unless otherwise approved in writing by EAP).
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 EAP and/or the Housing Trust Fund Corporation (the "Corporation"), under the umbrella of New York State Homes and Community Renewal ("HCR") (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 EAP. 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 EAP's Intellectual Property. Contractor shall not use EAP's name, logo, trademarks, or any other EAP-owned intellectual property for any reason, without the prior written consent of EAP.
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. Customer Information. As part of EAP's commitment to regulatory compliance and the protection of Customer Information that Contractor may be retaining on behalf of EAP, by signing this Contract and as of the Effective Date of this Contract and for the duration of the Period of Performance, Contractor is confirming that Contractor has implemented and maintains reasonable security policies and procedures reasonably designed to:
- a. Protect against unauthorized access to or use of Customer Information, including non-public personal information and other sensitive data; and

-
- b. Provide written notification to the Contract contact (as of the Effective Date of this Contract, csweet@enterprisecommunity.com) and dataprivacy@enterprisecommunity.com as soon as possible, but no later than 72 hours after becoming aware of any breach in security resulting in unauthorized access to a Customer Information system maintained by Contractor. In the event of a breach, Contractor agrees to provide sufficient information to enable EAP's compliance with applicable law, including the nature and scope of the incident, the type of information accessed, and the mitigation steps taken.

"Customer information" is defined as any record containing non-public personal information ("NPI") about a customer, whether in physical or electronic form. NPI includes (i) personally identifiable financial information; and (ii) any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available information.

9. Personally Identifiable Information. Contractor represents, warrants and covenants that, as of the Effective Date of this Contract and for the duration of the Period of Performance, Contractor has implemented and maintains reasonable security policies and procedures 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 EAP 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 EAP for the full performance of all obligations under this Section, notwithstanding any arrangement with a data storage contractor.

Contractor must provide written notification to the Contract contact (as of the Effective Date of this Contract, csweet@enterprisecommunity.com) and dataprivacy@enterprisecommunity.com as soon as possible, but no later than 72 hours after becoming aware of any breach in security resulting in unauthorized access to Personally Identifiable Information system maintained by Contractor. In the event of a breach, Contractor agrees to provide sufficient information to enable EAP's compliance with applicable law, including the nature and scope of the incident, the type of information accessed, and the mitigation steps taken.

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

10. 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 EAP, and no more than once per calendar year unless a security incident has occurred, Contractor shall provide EAP with a copy of its most recent independent information security audit report, including, if EAP 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, EAP in its sole discretion can request either: (i) an internal self-assessment audit report based on recognized industry standards; or (ii) a completed EAP Third-Party Vendor Management Questionnaire. EAP 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.
11. Return of Documents. Upon EAP'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 EAP'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 EAP's property or relate to EAP's business (the "EAP Materials") and destroy any EAP Materials that cannot be delivered back to EAP, including, without limitation, Personally Identifiable Information. Contractor may retain EAP Materials if required by applicable law, regulation or documented Contractor archival policy or as

otherwise authorized or instructed by EAP. Upon request of EAP, Contractor shall deliver to EAP a certificate executed by an officer of Contractor certifying that all EAP Materials have been delivered to EAP, destroyed or otherwise managed in accordance with this Contract.

12. Right to Audit/Record Retention. Contractor must keep for a minimum of seven (7) years following the final disbursement of Program Funds or termination of this Contract (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 EAP 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.
13. 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 EAP.
14. Non-Discrimination. EAP 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.
15. Compliance with Premises Rules, Practices and Policies. When Contractor or its subcontractor or other agent or representative is physically present on any property of EAP 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.
16. 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 EAP 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 EAP 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 EAP 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 EAP 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 EAP 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.

17. Termination.

- a. Termination by Mutual Agreement. This Contract may be terminated at any time by mutual written agreement of EAP 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 EAP 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, EAP may suspend or withhold payment to Contractor or terminate this Contract and EAP 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 EAP 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 EAP 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.

18. 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 EAP. 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 EAP 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.

19. Use of Subcontractors. If Contractor retains a subcontractor to perform any portion of the Scope of Work, Contractor must first request written approval from EAP, 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.

20. Indemnification.

A. Indemnification of Contractor and EAP

i. 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.

ii. 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.

iii. The obligations of this Section shall survive the completion, expiration, cancellation or termination of this Contract.

B. Indemnification of Enterprise Community Partners, Inc and New York State Housing Trust Fund Corporation

In addition to Contractor's obligations under Section 20A above, Contractor is subject to the following indemnification requirements:

- (i) Contractor shall, and hereby agrees to, defend (with counsel reasonably acceptable to EAP and, where applicable, Enterprise Community Partners, Inc. ("ECP") and the New York State Housing Trust Fund Corporation (the "Corporation"), subject to Section 20(B)(v)), indemnify, and hold harmless ECP, the Corporation, their respective successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, the "ECP and Corporation Indemnified Parties"), from and against any and all third-party losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, and costs of any form or nature whatsoever (including, without limitation, reasonable attorneys' fees), to the extent arising out of, resulting from, or in connection with:
 - (a) any act, error, omission, negligence, gross negligence, malfeasance, or willful misconduct of Contractor, its employees, agents, representatives, subcontractors of any tier, or any other person or entity for whose acts Contractor may be legally responsible, to the extent arising out of or in connection with this Contract;
 - (b) any breach or alleged breach of this Contract, any statement of work, or any amendment thereto by Contractor;
 - (c) any violation of this Contract or applicable federal, state, or local law, regulation, or code by Contractor;
 - (d) any injury to, or death of, any person (including but not limited to Contractor's employees, agents, invitees, or subcontractors) or damage to real or tangible personal property arising out of or in connection with the Contractor's performance under this Contract;
 - (e) any claim of infringement or misappropriation of any copyright, patent, trademark, trade secret, or other proprietary right alleged to have occurred in connection with any design, material, deliverable, or specification prepared, furnished, or used by Contractor; or
 - (f) any defect, malfunction, or misuse of equipment, materials, or supplies furnished or provided by Contractor in connection with this Contract.
- (ii) This indemnity expressly includes, but is not limited to, Contractor's obligation to indemnify and reimburse the ECP and Corporation Indemnified Parties for any and all reasonable attorneys' fees and litigation or dispute-resolution costs incurred in connection with any such claim.
- (iii) This Section is intended to enable ECP to comply with its indemnification

obligations to the Corporation under its New York State Voluntary Flood Risk Property Buyout Program Subrecipient Agreement (the "Subrecipient Agreement") and shall apply only to the extent of Contractor's responsibility for the underlying claim. Nothing herein shall be construed to require Contractor to indemnify the ECP and Corporation Indemnified Parties for the gross negligence or willful misconduct of ECP, EAP or any other party.

- (iv) The obligations of this Section shall survive the completion, expiration, or termination of this Contract. Contractor's liability under this Section 20(B) shall not exceed the scope or extent of ECP's indemnification obligations to the Corporation under the Subrecipient Agreement but this limitation shall apply only to indemnification obligations owed under this Section 20(B) and shall not limit Contractor's obligations under Section 20(A)
- (v) In the event of any conflict regarding the defense of a claim involving the Corporation, the reasonable requirements of the Corporation regarding defense and settlement shall control.
- (vi) Contractor acknowledges that neither the Corporation nor ECP are parties to this Contract and neither ECP nor the Corporation assume any obligations hereunder, including any obligation to indemnify Contractor.
- (vii) This Section 20(B) is separate from, and in addition to, Contractor's obligations under Section 20(A), and nothing herein shall be construed to limit Contractor's obligations under Section 20(A).

(C) For the avoidance of doubt, Enterprise Community Partners, Inc. is included as an Indemnified Party under Section 20(A) in its capacity as an affiliate of EAP, and the indemnification obligations set forth in Section 20(B) are intended to supplement, and not replace or limit, Contractor's obligations under Section 20(A).

21. 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.

22. 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.
23. Relationship of the Parties. Contractor is not an employee, partner, agent of or joint venturer with EAP for any purpose. Contractor is and will remain an independent contractor in its relationship to EAP pursuant to this Contract.
24. 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.
25. 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 EAP or Contractor (e.g., change in contact information, address or other corrections) (an "Administrative Change"), EAP or Contractor, as applicable, will provide notice in writing (email sufficient) to the other party of such Administrative Change.
26. Delegation; Assignment. Contractor shall not delegate any duties or assign any rights under this Contract without the prior written approval of EAP, 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 EAP and provide background information to support the request. If the assignment is approved, Contractor shall submit to EAP all information and documents required by EAP, 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.
27. 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.
28. Parties Bound. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.
29. 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.

30. 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.
31. 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 New York exclusive of its conflicts of law rules. Contractor and EAP agree that any legal action with respect to this Contract shall be brought and maintained only in the Supreme Court of the State of New York, NY County. Contractor irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such court or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.
32. 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.
33. 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.
34. 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 3 - STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 3 - STANDARD INSURANCE REQUIREMENTS

If Contractor is not certain about the insurance requirements, EAP suggests that Contractor provide this information directly to Contractor's insurance provider to ensure exact coverage. The insurance providers must be licensed to conduct business in the State of New York.

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VII
- 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
- All policies will provide primary coverage for obligations assumed by Contractor under this Agreement and shall be endorsed to provide that EAP shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance
- **Certificate Holder and Additional Insured (as required below) must appear as:**

**Enterprise Assisted Properties, LLC ("EAP")
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044**

**Enterprise Community Partners, Inc. ("ECP")
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044**

**Housing Trust Fund Corporation (the "Corporation")
38-40 State Street
Albany New York 12207**

**The State of New York
38-40 State Street**

Albany New York 12207

REQUIRED FOR ALL CONTRACTS

Certificate of Insurance (ACORD 25) evidencing Contractor's **Commercial General Liability Insurance**

- in amounts not less than \$1,000,000 per occurrence, bodily injury (including death) and property damage combined; One Million (\$1,000,000.00) Dollars per occurrence for personal and; advertising injury and \$2,000,000 products/completed operations and per location aggregate
- Such insurance shall be written on an "occurrence" basis and shall apply on a primary, noncontributory basis irrespective of any other insurance, whether collectible or not.
- The policy(ies) shall be endorsed to name EAP, ECP, the Corporation and the State of New York as Additional Insureds as listed above

Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor's **Worker's Compensation Insurance/Disability Benefits Coverage**

- Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.
- a minimum of \$500,000 Employers' Liability Limit or consistent with state statute

OR

- Sole Proprietors may provide their state authorized exemption form

For evidence of Workers' Compensation Insurance, the Contractor must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance

issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the

State Insurance Fund), Form SI- 12 (Certificate of Workers' Compensation Self-insurance),

Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

For evidence of Disability Benefits Insurance, the Contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefit Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor's **Excess Liability Coverage**

- In an amount not less than One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000.00) Dollars per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) above. This policy shall be written on an "occurrence" basis and shall be endorsed to name EAP, ECP, the Corporation and the State of New York as Additional Insureds.

Standard "All Risk" Property Insurance (if applicable)

Covering all equipment and material (owned, borrowed or leased by Contractor or its employees) utilized and/or related to Contractor's activity or performance under the Contract to the full replacement value, and which shall allow for a waiver of subrogation in favor of EAP and the Corporation. Contractor hereby agrees to waive its right of subrogation against EAP, ECP and the Corporation. Failure of the Contractor to secure and maintain adequate coverage shall not obligate EAP, ECP or the Corporation, or their respective agents or employees, for any losses.

Certificates evidencing such insurance must also be submitted to EAP 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 EAP.

**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 EAP 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

In the event that coverage under such policy is terminated upon or after completion of the program, then an extended reporting period of not less than two (2) years will be purchased by Contractor

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 EAP, ECP, the Corporation and the State of New York as Additional Insureds 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 EAP, ECP, the Corporation and the State of New York as Additional Insureds as listed above

Crime

WHEN REQUIRED: Required where a contractor (or their employees) have access to EAP or the Corporation's 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 EAP, ECP, the Corporation and the State of New York as Additional Insureds as listed above

ATTACHMENT 4: STATE REQUIREMENT FLOW-THROUGH PROVISIONS

Attachment 4

ADDITIONAL PROVISIONS NEW YORK STATE VOLUNTARY FLOOD RISK PROPERTY BUYOUT PROGRAM Subrecipient Agreement

These Additional Provisions are required by the Housing Trust Fund Corporation (the "Corporation"), under the umbrella of New York State Homes and Community Renewal ("HCR") pursuant to a Subrecipient Agreement with Enterprise Community Partners, Inc. ("ECP"). These Additional Provisions cannot be modified or waived. Contractor may also be referenced as "You" within these Additional Provisions. In the event of a conflict between the Contract and these Additional Provisions, these Additional Provisions shall control.

(1) Ownership of Deliverables and Data

- a. The Corporation shall own all right, title, and interest in and to all data collected by Contractor through the completion of the scope of work contemplated under this Contract, as well as all the related data and other deliverables (including training materials, documents or other materials created in connection therewith, materials uploaded onto a site, shared site or cloud-based system used for the administration of the Program, models, renderings, and other presentation materials (collectively, the "Data"), provided that Contractor shall have a non-exclusive license to utilize and access the data as necessary to perform its obligations pursuant to this Agreement. Enterprise Assisted Properties, LLC ("EAP") and the Corporation shall have the right to access the data upon request. In the event of this agreement's termination or expiration, the Corporation shall retain control of all aforementioned materials.
- b. Upon termination of the Contract for any reason, EAP and/or the Corporation retains the right to direct the Contractor to assign its rights to technology solutions as directed by EAP and/or Corporation and Contractor shall assign such rights as directed to the extent such rights are assignable by Contractor.

(2) Audit and Inspection Rights.

Contractor shall be obligated to fully cooperate with any request for information from any entity with jurisdiction over the Program, including but not limited to the Corporation's Internal Audit team, the New York State Office of the Inspector General, Office of the New York State Comptroller, the Office of the Governor of the State of New York, the New York State Division of the Budget, the

New York State Department of Environmental Conservation, the Office of the New York State Attorney General, and the New York State Legislature, etc. This obligation will extend for seven (7) years beyond the expiration of this Contract.

(3) Records and Retention.

All such books, records and other documents pertaining to this Contract shall be available for inspection, copying and audit during the retention period and for seven (7) years following the final disbursement of Program funds or the end of this Contract. This provision shall survive the termination, assumption, or expiration of this Contract.

(4) Equal Employment Opportunity

(a) Under Article 15A of the New York State Executive Law, Contractor is required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article, consistent with state and federal law. As consistent with state and federal law, Contractor is required to make affirmative efforts to ensure that New York State Certified Minority and Women Owned Business Enterprises are afforded opportunities for meaningful participation in projects through inclusion on the list of contractors funded by the Corporation pursuant to Section 313 of the Article. Visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women Owned Businesses: <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

(b) Pursuant to New York State Veterans Services Law Article 3 ("Article 3"), Contractor shall promote opportunities for maximum feasible participation of New York State certified service-disabled veteran-owned business enterprises ("SDVOBs") in the performance of this Contract.

(c) Following execution of a contract, Contractor shall complete and submit the following forms on a quarterly basis:

- i. Form PROC-2 (M/WBE Utilization Form);
- ii. Form PROC-5 (EEO Workforce Utilization);
- iii. Form PROC-6 (MWBE Cumulative Payment Statement);
- iv. any other forms as reasonably required by EAP and/or the Corporation.

(5) Compliance with Breach Notification and Data Security Laws.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act ((General Business Law § 899-aa and State Technology Law § 208) and General Business Law § 899-bb, as applicable. Further, in the event of any unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the Contractor, the Contractor shall notify EAP of such breach within seventy-two (72) hours following the discovery

of the breach if personal or private information was, or is reasonably believed to have been, acquired by a person without validation in accordance with the provisions under Section 8 and Section 9 under Attachment 2 (Terms and Conditions). The Contractor shall also disclose any breach of the security of its systems to any resident of New York State whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Such disclosure shall be made in the most expedient time possible and without unreasonable delay.

(6) Standard Clauses for Housing Trust Fund Corporation Contracts.

- a. Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 ("EO 16"), by signing this Contract, the Contractor certifies and affirms that it (i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives.
A copy of EO16 may be downloaded at https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.
- b. Iran Divestment Act. By entering into this Contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the list of "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>.

Contractor further certifies that it will not utilize pursuant this Contract any sub- subrecipients or subcontractors that are identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time this Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by EAP and/or the Corporation.

During the term of this Contract, should EAP and/or the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, EAP and/or the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then EAP and/or the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

- c. Contractor certifies that it does not have operations in Northern Ireland unless it provides EAP and/or the Corporation contractual assurance that the Contractor shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in §165 of the New York State Finance Law), and agrees to permit independent monitoring of its compliance with such principles.
- d. Affordable Care Act. By entering into this Contract, Contractor acknowledges that it is the sole responsibility of the Contractor to provide and maintain all Affordable Care Act ("ACA") requirements/benefits to the extent applicable. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State's insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Contractor providing services pursuant to this Contract are employees of the Contractor and are not employed by the Corporation nor the State of New York.
- e. Responsibility and Debarment. The Contractor shall at all times during term of this Contract remain responsible. Responsible shall include remaining off any Federal or State debarred, suspended or ineligible contractor lists. The Contractor agrees, if requested by EAP and/or the Corporation, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity, and current status on any Federal or State debarred, suspended or ineligible contractor lists. Contractor also agrees to complete any reasonably required questionnaires or other documents in its effort to determine that they are a responsible entity. EAP and/or the Corporation shall evaluate responsibility with respect to four factors: (i) financial and organization capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

(7) Anti-Discrimination Provisions

(a) Contractor agrees that:

- a. it is an unlawful employment practice to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee,

because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title; and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

- b. Contractor shall (1) make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed, (2) preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation, and (3) make such reports therefrom as the EEOC shall prescribe by regulation or order.
- c. Contractor must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.
- d. should Contractor willfully and intentionally fail to comply with the minority and women-owned participation requirements, as set forth in such Contract shall be liable to EAP, ECP and/or the Corporation for liquidated or other appropriate damages and shall provide for the appropriate remedies on account of such breach. If EAP and/or the Corporation elects to proceed against a Contractor for breach of Contract, EAP and/or the Corporation shall be precluded from seeking enforcement pursuant to §316 of Article 15-A of the New York State Executive Law, provided however, EAP and/or the Corporation shall include a summary of all enforcement actions undertaken in its Annual MWBE Goal Plan, in accordance with subdivision three of §315 of Article 15-A and Article XII of the Corporation's procurement guidelines.

(8) Information Security and Privacy Requirements

Contractor shall remain in full compliance with the New York State Office of Information Technology Services ("ITS") information security policies and standards, including but not limited to the following:

<https://its.ny.gov/document/information-security-policy>
<https://its.ny.gov/document/information-security-controls-standard>
<https://its.ny.gov/document/information-classification-standard>

<https://its.ny.gov/document/information-security-risk-management-standard>
<https://its.ny.gov/document/encryption-standard>
<https://its.ny.gov/document/identity-assurance-policy>
<https://its.ny.gov/document/identity-assurance-standard> <https://its.ny.gov/document/account-management-access-control>
<https://its.ny.gov/document/vulnerability-scanning-standard>
<https://its.ny.gov/document/cyber-incident-response-standard>
<https://its.ny.gov/document/remote-access-standard>
<https://its.ny.gov/document/security-logging>
<https://its.ny.gov/document/mobile-device-security>
<https://its.ny.gov/document/80211-wireless-network-security>
<https://its.ny.gov/document/authentication-tokens-standard>
<https://its.ny.gov/document/information-security-exception-policy>
[nys-g02-001-internet-privacy-policies.pdf](#)
<https://its.ny.gov/system/files/documents/2023/04/nys-g02-001-internet-privacy-policies.pdf>
nys-p10-
004_guidance_for_the_use_of_ssns_by_state_government_entities.pdf

The use of electronic signature capability shall be compliant with the following ITS policy: [nys-g04-001-electronic-signatures-and-records-act-esra.pdf](#)

The web navigation shall remain fully compliant with the following ITS policy: <https://its.ny.gov/document/new-york-state-universal-web-navigation>

The accessibility shall remain fully compliant with the following ITS policy: <https://its.ny.gov/document/accessibility-web-based-information-and-applications-compliance-reporting> The domain shall remain fully compliant with the following ITS policy: [nys-p08-003-domain-names-for-state-government.pdf](#)

Geographic Information System (GIS) capabilities shall remain fully compliant with the State's ITS policies.

All software solutions used shall be fully compliant with Federal and NYS data retention guidelines.

ATTACHMENT 5: LOBBYING LAW FORM 1

You can access the form here:

<https://hcr.ny.gov/system/files/documents/2019/02/lobbyinglawform1.pdf>

Please complete this form and attach it for the corresponding question on Slideroom.

ATTACHMENT 6: LOBBYING LAW FORM 2

You can access the form here:

<https://hcr.ny.gov/system/files/documents/2019/02/lobbyinglawform2.pdf>

Please complete this form and attach it for the corresponding question on Slideroom.