



Request for Qualifications

ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR QUALIFICATIONS

Purple Line Multifamily Property Owner Revitalization Initiative June 2026

Purpose

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Qualifications (RFQ) process to identify firms and organizations to provide property-level capital needs assessment and/or energy audits as part of a program focused on existing property owners of multifamily rental buildings within one mile of the Purple Line light rail in Montgomery and Prince George's counties, Maryland.

Overview

Through this RFQ, Enterprise seeks to pre-qualify Maryland state-certified Qualified Energy Professionals (QEP) and firms and organizations with experience conducting property-level physical/capital needs assessments.

Selected contractors would be placed in a pre-qualified pool and paired with multifamily rental property owners to complete an energy audit to support property owners' applications for state energy efficiency and electrification funding and physical/capital needs assessment to support broader rehabilitation planning.

The strongest applicants will have experience in underserved communities in Maryland; past projects in Purple Line communities; and a demonstrated track record of working with independent property owners and small buildings (less than 50 units), in addition the expertise and experience to carry out the requested professional services.

Key dates:

- RFQ opens: Thursday, June 25, 2026
- Pre-submission questions deadline: 5 PM ET, Thursday, July 16, 2026
- RFQ submission deadline: 5 PM ET, Thursday, July 23, 2026
- Pre-qualification notification: Mid-August 2026
- Estimated period of performance: 12-18 months (subject to funding award)

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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 over \$92 billion and created over one million 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.

Background

People living near Maryland’s Purple Line continue to face widespread housing instability through high rates of cost-burden and eviction and the threat of losing their home due to deterioration or redevelopment. Analysis by the National Center for Smart Growth estimates that more than half of all multifamily rental properties have an elevated risk of loss due to property age, high rates of evictions, or redevelopment.

Many multifamily rental property owners currently offer stable homes to low-income households, including those affordable to households earning less than \$72,000. However, many of these property owners lack financial resources, technical knowledge, and key relationships to improve these properties while maintaining below-market rents.

There’s an urgent need to act to meet the Purple Line Corridor Coalition’s 17,000-home goal before the light rail opens in late 2027.

Project overview

The **Purple Line Multifamily Property Owner Revitalization Initiative** responds to multi-faceted, unmet needs among existing multifamily rental property owners in the Purple Line corridor by providing access to professional services for energy audits, capital needs assessments, and rehabilitation planning and grants for critical repairs.

It will use a cohort-based training model to build peer-to-peer relationships and prepare selected property owners (~5 owners total) to apply for Maryland state energy efficiency funds. Participants in this series will have access to professional services and grants coordinated by Enterprise as part of their participation.

This initiative is guided by the idea that multifamily rental property owners can be powerful partners in curbing displacement if given the right capital and technical resources. It builds on and scales successful one-on-one technical assistance to independent property owners provided over the last few years in the Purple Line corridor.

Through this RFQ, Enterprise seeks to pre-qualify Maryland state-certified Qualified Energy Professionals (QEP) and firms and organizations with experience conducting property-level physical/capital needs assessments. Selected contractors would be paired with multifamily rental property owners to complete an energy audit to support property owners’ applications for state energy efficiency and electrification funding and physical/capital needs assessment as part of this initiative.

Applicants may apply for both services (energy audits *and* physical/capital needs assessments) or one service as part of their response. The strongest applicants will have experience in underserved communities in Maryland; past projects in Purple Line communities; and a demonstrated track record of working with independent property owners and small buildings (less than 50 units), in addition the expertise and experience to carry out the requested professional services.

Note that this initiative and related contracts for professional services are subject to funding award.

Services, Products, or Support to be Qualified

1. Comprehensive energy audits by Maryland Qualified Energy Professionals

Perform a comprehensive, property-wide energy audit that includes (but is not limited to):

- Review and analysis of at least 12 months of utility data to establish baseline energy performance.
- Coordination with property owner or management to schedule and conduct a detailed on-site assessment.
- Onsite audit that evaluates the building envelope, including insulation, air sealing, and window performance; mechanical systems such as HVAC and domestic hot water; electrical and lighting systems; appliances and major equipment, where applicable; and water usage systems and conducts required diagnostic testing (e.g., blower door testing, duct leakage testing, infrared scanning, and combustion safety testing).
- Energy model development & detailed analysis to identify energy efficiency measures (EEMs). Each recommended measure should include estimated installation costs, projected energy savings, potential greenhouse gas reductions, and simple payback or return on investment and align with Maryland DHCD MEEHA program requirements and prioritize cost-effective improvements.
- Comprehensive audit report that includes an executive summary, existing conditions assessment, utility analysis, detailed findings, and recommended measures with supporting calculations.
- Time and availability to meet with the property owner and Enterprise (or designee) a minimum of three (3) times to review initial findings, discuss recommended measures, and refine final recommendations in an individual or group setting.
- Time and availability to review general processes or information with property owner and Enterprise (or designee) in an individual or group setting.

Additionally, contractors will be expected to support state energy efficiency program compliance by ensuring all deliverables meet Maryland DHCD's MEEHA EmPower Program standards, assisting with submission if needed, and responding to any reviewer comments or requests for revisions until approval is achieved. Contractors will be asked to align completion of audits with overall program delivery timeline and participating property owners' needs.

2. Physical/capital needs assessment

Perform a comprehensive, property-wide capital needs assessment that evaluates the condition, remaining useful life, and replacement needs of major building systems and components. It should include (but is not limited to):

- Time and availability to review general processes or information with property owner and Enterprise (or designee) in an individual or group setting.

- Review of available documentation, such as construction drawings, prior studies, maintenance records, and capital improvement histories, in coordination with the property owner and/or property management.
- Detailed on-site inspection of all accessible areas of the property, including building exteriors, roofing, structural components, common areas, dwelling units (as sampled), mechanical systems (HVAC), plumbing, electrical systems, fire and life safety systems, elevators (if applicable), and site improvements such as parking, drainage, and landscaping. The evaluation will document existing conditions, identify deficiencies, and assess code or safety concerns.
- Estimates for the remaining useful life of key components and a schedule of recommended repairs and replacements over a typical 20-year analysis period.
- Comprehensive capital needs assessment report with an executive summary, property description, methodology, detailed system assessments, photographic documentation, and a capital reserve schedule with projected expenditures.
- Time and availability to meet with the property owner and Enterprise (or designee) a minimum of two (2) times to review initial findings, discuss recommendations, and refine final recommendations in an individual or group setting.
- Time and availability to review general processes or information with property owner and Enterprise (or designee) in an individual or group setting.

Qualifications and/or Experience

Eligible firms or organizations must meet the following minimum requirements to be considered for all services:

- Demonstrated experience conducting property-level energy audits for properties of various sizes (50 units and below; 100+ units, etc.), with a preference for experience for small buildings (50 units or less)
- Demonstrated experience conducting physical/capital needs assessments for properties of various sizes (50 units and below; 100+ units, etc.), with a preference for experience for small buildings (50 units or less)
- Demonstrated experience working with small or independent property owners
- Experience supporting projects in low-income and/or underserved communities in Maryland, with a preference for Purple Line communities
- Ability to carry out the deliverables outlined and assign dedicated staff to be responsible for executing the goals and objectives in their proposal.

To be considered for professional services related to energy audits, eligible applicants must:

- Be an approved energy professional from Maryland DHCD's Qualified Energy Professional List
- Possess appropriate certifications (e.g., BPI, RESNET, or equivalent)
- Have experience conducting energy audits that meet state energy efficiency program requirements, such as Maryland DHCD's MEEHA EmPower Program

Key deliverables

1. **Comprehensive audit report by Maryland Qualified Energy Professionals**

The primary deliverable for these professional services will be a comprehensive audit report that includes an executive summary, existing conditions assessment, utility analysis, detailed findings, and recommended measures with supporting calculations. The report should include all documentation required for Maryland DHCD's MEEHA EmPower Program, along with photographs and supporting data, and must be provided in electronic format to both the property owner and Enterprise.

2. **Physical/capital needs assessments**

The primary deliverable for these professional services will be a comprehensive capital needs assessment report with an executive summary, property description, methodology, detailed system assessments, photographic documentation, and a capital reserve schedule with projected expenditures. The report must be provided in electronic format to both the property owner and Enterprise. The final deliverable should include order-of-magnitude cost estimates for immediate repairs, short-term needs, and long-term capital replacements, escalated as appropriate; identify any deferred maintenance; and distinguish between critical, required, and optional improvements.

Compliance requirements

To be considered for professional services related to energy audits, eligible applicants must be an approved energy professional from Maryland DHCD's Qualified Energy Professional List at the time work is performed.

Selected contractors may be subject to additional provisions from the funding source, contingent upon award. Selected contractors will be made aware of additional compliance requirements and/or flow-through provisions (if applicable) prior to executing a contract.

Proposal materials

All proposal materials will be submitted via SlideRoom.

[SlideRoom link](#)

Responses should include the following materials related to the professional services being proposed. If you would like to be considered for both professional services under this RFQ, you should complete all application questions.

If you would only like to be considered for one professional services in this RFQ, you should complete the general application questions and the questions for your relevant professional service.

General Information

1. Legal name of applicant. Do not list 'doing business as' names or acronyms.
2. Organization/firm website
3. Name of the primary point of contact
4. Email of the primary point of contact
5. Phone number of primary point of contact
6. Full street address

Application questions

1. Please provide a brief background on your organization, including any relevant experience in low-income/underserved communities in Maryland and/or in Purple Line communities (*Max 500 words*).
2. **For professional services for energy audits only:** Please describe your organization's expertise and qualifications in delivering energy audits for multifamily rental buildings, including relevant examples related to working with small buildings and/or independent property owners. (*Max 500 words*)
3. **For professional services for capital needs assessments only:** Please describe your organization's expertise and qualifications in delivering capital needs assessments for multifamily rental buildings, including relevant examples related to working with small buildings and/or independent property owners. (*Max 500 words*)
4. Enterprise's Standard Terms and Conditions are included with the RFQ document and should be reviewed in full prior to submitting your application. By selecting "Yes" to question 1 below, you commit to the terms and conditions outlined in the RFQ. Requests for exception to any terms or conditions must be submitted within this section.
 - a. Do you agree to Enterprise's Standard Terms and Conditions?
 - b. If you selected "No" to question 1, please list your exceptions below.
5. **For professional services for energy audits only:** I hereby certify that I/my organization is a state-certified Qualified Energy Professional in the state of Maryland.

Application Attachments

Please upload the following attachments as one document into SlideRoom:

1. **Statement of interest (no more than one page):** Please describe your organization's interest in being part of the Purple Line Multifamily Property Owner Revitalization Initiative.
2. **Resumes and bios:** In one document, please attach the resumes and bios for all individuals who will work on this program.
3. **Budget:** Please provide a cost proposal that identifies 1) a total quote for the proposed professional services; 2) cost per audit/assessment; and 3) hourly labor rate or price listing of all rates for all individuals who will work on the project.
4. **Work samples (no more than three samples total)**
5. **References:** Please provide the contact information of two clients, partners, or stakeholders for whom similar services were provided in the last 3 years.

Additional attachments:

6. Upload W-9 (required)
7. MBE certification letter for state of Maryland (optional)
8. Partner Demographics Questionnaire – See Attachment 3 (optional) – To be completed in SlideRoom directly.

Selection Criteria

Applicants will be evaluated by the following characteristics:

- a. Qualifications – 50%**
 - Demonstrated expertise, evidenced by past relevant experience, industry certifications (when applicable), and quality of submitted work samples
 - Experience working with independent property owners and small buildings in Maryland and/or in Purple Line communities
 - Demonstrated expertise of key personnel
- b. Deliverables/work samples – 25%**
 - Ability to produce quality materials, as evidenced by submitted work samples
 - Ability to meet Maryland state energy efficiency program requirements
- c. Budget – 15%**
 - Reasonableness of rates and quote relative to applicant’s skills and experience.
- d. Completeness – 10%**
 - Thoroughness of responses relative to application questions
 - Inclusion of all requested and relevant information in proposal

Proposals will be evaluated using the weighted criteria identified above for each professional service type. Selected contractors will be pre-qualified, meaning they will be eligible to be engaged in the proposed services. Contracts to selected contractors are subject to funding award and individual property owner needs. Enterprise reserves the right to delay or cancel awards based on funding availability without liability. Pre-qualification does not guarantee award of work.

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

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 & key dates

Applicants must submit expressions of qualifications through SlideRoom, the online system used for this opportunity.

[Slideroom Link](#)

IMPORTANT: SlideRoom automatically saves applicants’ work as they go. That means the work will be saved even if an applicant loses their internet connection or has computer problems. Applicants can log in and out as often as needed to complete their proposal. However, once an applicant submits their bid, they cannot return to make any edits.

Incomplete submissions or submissions received outside of SlideRoom or after the deadline will not be accepted.

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Note that applicants will be notified if they been pre-qualified to provide professional services for the Purple Line Multifamily Property Owner Revitalization Initiative by mid-August. Contracts are subject to funding award and independent property owners' needs.

For questions, please reach out to Laura Searfoss, Associate Director, Programs via email: lsearfoss@enterprisecommunity.org on or before **5 PM ET, Thursday, July 16, 2026**. Questions received after this date will not receive responses.

All costs incurred in the preparation of a response to this RFQ are the responsibility of the applicant and will not be reimbursed by Enterprise Community Partners, Inc.

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

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

Right to Reject

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

Small Businesses, Minority-Owned Firms, and Women's Business Enterprises

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

Confidentiality

If the applicant deems any materials submitted to be proprietary or confidential, the applicant must indicate as such in the relevant section(s) of the response.

Conflict of Interest

The applicant must disclose, in an attachment to 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 RFQ. "Conflict of interest" shall include, but not be limited to the following:

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

Attachments

Attachment 1: Enterprise Standard Terms & Conditions

Attachment 2: Contractor Insurance Requirements

Attachment 3: Partner Demographics Questionnaire (to be completed in SlideRoom directly)

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

REQUIRED FOR ALL CONTRACTS
Certificate of Insurance (ACORD 25) evidencing Contractor’s <u>Commercial General Liability Insurance</u> <ul style="list-style-type: none">• in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate• naming Enterprise as an <u>Additional Insured</u> as listed above
Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor’s <u>Worker’s Compensation Insurance</u> <ul style="list-style-type: none">• a minimum of \$500,000 Employers’ Liability Limit or consistent with state statute OR <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/RFQ, or execute a contract.

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

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

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

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

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

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

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

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

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

Yes

No

Choose not to disclose