ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS (RFP)

California’s Office of Migrant Services Feasibility and Impact Report

July 2026

NOTE: All proposals must be submitted in [SlideRoom]

SUMMARY

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposal (RFP) process to select multiple qualified consultants who can provide expertise in a variety of areas including but not limited to housing rehabilitation, building system engineering, cost assessment, renovation sequencing, financial analysis, and legal counsel to support a legislatively mandated assessment of California’s Office of Migrant Services (OMS) housing program. Specifically, the consultant(s) will evaluate the feasibly, costs, and impacts of converting the State’s 24 OMS housing centers from seasonal to year-round operations, including capital upgrades, legal ramifications, operational changes, and implications for resident families.

- Enterprise anticipates that several of the tasks outlined below are synergistic and strongly encourages qualified consultants to submit proposals for multiple tasks if they believe that they possess the requisite qualifications.
- Proposals from teams of consultants will not be considered. Firms should apply individually for the tasks they wish to be considered for.
- Proposals that include sub-contractors will be considered on a case-by-case basis if it would further the goals of the project, but to the extent feasible preference will be given to proposals from contractors that will self-perform work. If proposing the use of sub-contractors, proposers should justify why they are necessary to successfully complete the work.

Please note that any award under this RFP is subject to availability of funds from the related funding sources.

Proposals are due by 8:59 PM PT on August 21, 2026.

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 $92 billion and created 1.1 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. This project will be managed out of our Northern California office.

Background and Purpose

California is the largest producer of agricultural goods in the country and is one of the largest agricultural producing regions in the world. Farmworkers play a key role in the operation and delivery of the state's food system. Despite this, farmworkers face a number of economic disadvantages compared to California's population as a whole. Farmworkers tend to have low incomes; higher risk of living in poverty; and limited access to safe, healthy, and affordable housing choices.

The Office of Migrant Services (OMS), a division of the California Department of Housing and Community Development (HCD), provides affordable housing to migratory agricultural worker families, who often experience unstable, inadequate, or overcrowded living conditions due to the highly seasonal nature of agriculture employment in California.

The OMS program operates approximately 1,885 housing units across 24 seasonal farmworker centers statewide. The residential structures are owned by the Department of Housing and Community Development, while the underlying land is owned by the respective counties. OMS holds long term ground leases or subleases, generally 40 years or more, for the purpose of providing housing for migrant farmworkers and their families. OMS owns the housing improvements and contracts with local operators, typically Housing Authorities, who manage and operate each center and provide essential services throughout the operating season.

Seasonal farmworker housing in OMS centers traditionally operates 180 days per year for the regular season, aligning with migration patterns tied to planting, harvest, and regional crop cycles. However, the centers can operate up to a maximum of 270 days when granted pre and post extensions for operation outside of the regular season calendar. Alternatively, permanent farmworker housing, such as HCD's Joe Serna Jr. Farmworker Housing Grant Program (SERNA), supports households that are employed in local agriculture throughout the year.[1]

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[1] Some centers also operate as Emergency Shelter Program (ESP) which allows a center to be used as a temporary emergency shelter during the winter months, under a License agreement between the Department and a designated operator. While OMS centers normally house migrant farmworker families during the regular season, the ESP provides short term shelter when the regular season ends, with the Licensee responsible for rent payments to the Department and for covering utilities used during shelter operations. The program ensures safe, temporary housing at OMS sites when they are not being used for their primary purpose, while maintaining proper financial reporting and reimbursement procedures between the Licensee, the Migrant Center Contractor, and the Department.

The Legislature has charged HCD with assessing the feasibly, costs, and impacts of converting OMS centers from seasonal to year-round operations, including capital upgrades, operational changes, and implications for resident families through implementation of Assembly Bill 2240 (AB 2240), Chapter 523, Statutes of 2024. HCD has contracted with the University of Berkeley (UCB) to implement AB 2240, and UCB has selected Enterprise to implement certain elements of the study, including contracting with firms to conduct the feasibility and impact tasks as described under "Scope of Work" below.

Scope of Work

Please note: for consistency, task numbers below refer to those in Enterprise's full project scope with UC Berkeley and are thus non-sequential.

Task 2: Housing Unit Inventory, Unit Assessment, Scope of Work, and Cost Estimates

The Housing Rehabilitation and Construction Specialist will conduct unit level assessments and determine the rehabilitation needs necessary to convert seasonal OMS housing units into year-round habitable standards. This individual or firm will prepare detailed scopes of work, construction specifications, and accurate cost estimates.

The Contractor will conduct site visits and collect data to develop a center-by-center inventory of all housing units. This includes identifying units suitable for year-round occupancy without improvements and those requiring upgrades.

For units requiring improvements, the Contractor will prepare unit-level scope of work descriptions and cost estimates. All information must be produced at the individual housing unit level, organized into a comprehensive report for each center. The Contractor must also summarize the unit-level information into consistent categories across all centers to support comparison, aggregation, and statewide analysis.

As part of this task and where feasible, the Contractor will digitize existing (paper) architectural plans for each migrant center to support the overall assessment of housing units and related infrastructure facilities.

The Contractor must have at least five years of experience within the last 10 years in residential rehabilitation, preferably focused on affordable, rural, or farmworker housing. They must have working knowledge of California Building Code requirements, habitability standards, weatherization, and essential systems needed to sustain year-round occupancy. This position requires strong technical expertise, ideally with experience in identifying deficiencies unique to seasonal structures not originally designed for permanent habitation.

Task 3: Infrastructure Capacity Evaluation, Conceptual Design, and Expansion Cost Analysis

The Contractor will analyze individual infrastructure systems serving each OMS center—including wastewater, water, stormwater, drainage, electrical, and gas/propane systems—to determine current capacity and identify upgrades necessary to support year-round housing. As part of this task, the Contractor will identify infrastructure connections to each individual housing unit, including water, drainage, electrical, gas/propane, and broadband service lines. The Contractor will also identify centers that use master metering and evaluate the cost and feasibility of converting to individual metering.

In addition to system-level capacity assessments for seasonal versus year-round use and associated cost estimates for required infrastructure expansions, the Contractor will prepare conceptual design plans for the improvements needed to support year-round occupancy at a limited number of sites with specific capital improvement needs. The number of conceptual design plans developed shall be determined in consultation with Enterprise, UCB and HCD, and shall be constrained by the available funds for this task.

All information must be provided at the individual system level and organized into a comprehensive report for each center. The Contractor must also summarize the system-level information into consistent categories across all centers to support comparison, aggregation, and statewide analysis.

The Contractor must hold a bachelor's degree in civil, environmental, or mechanical engineering, possess an active California Professional Engineer license, and have at least seven years of experience within the last 10 years leading multidisciplinary infrastructure evaluations for public agencies. The Contractor must be capable of assessing all major utility systems (including wastewater, water supply, stormwater and drainage, electrical, and gas/propane) to determine whether existing infrastructure can support year-round occupancy. Responsibilities include conducting field investigations, evaluating system conditions, modeling increased year-round demand, identifying capacity, safety, and compliance deficiencies, and preparing cost estimates for necessary upgrades. The Contractor must be proficient with relevant modeling tools, applicable California codes and regulatory requirements, and capable of developing concept level design plans to support potential upgrades. Strong project management, communication skills, and experience coordinating technical teams and stakeholders are essential to ensure high quality, integrated deliverables are completed on schedule and consistent with statutory deadlines.

Task 4: Renovation Sequencing, Academic Calendar Integration, and Operations Continuity Planning

The Contractor will develop renovation sequencing recommendations and provide a plan ensuring no center reduces operational capacity by more than 30 percent of the housing units during the operating season, drawing on the unit-level and system-level information developed under Tasks 2 and 3. This task also includes compiling regional K–12 academic calendars and integrating them into center renovation timing strategies. Deliverables include a sequencing plan, operations continuity recommendations, and academic calendar alignment guidance.

The Contractor should possess strong project and program management expertise, with the ability to develop phased renovation sequencing plans that balance construction constraints with operational needs. They should have experience in operations analysis and continuity planning, including modeling capacity impacts and recommending strategies to maintain service levels during disruptions. A solid understanding of facilities planning and construction processes is essential, along with the ability to collaborate across technical teams. The role requires strong analytical and data skills to evaluate scenarios and optimize scheduling, as well as experience compiling and integrating regional K–12 academic calendars to align renovation timing with demand patterns.

Task 5: Capital Improvements and Operating Financial Assessment

The Contractor will lead the financial evaluation of capital improvements and operating models, comparing current 180-day OMS operations with potential year-round operations. This includes developing capital investment models, projecting operating expenses (including increases in lease costs), estimating changes in staffing or utility costs, and analyzing rent impacts for seasonal and permanent households.

The Contractor will assess and determine capital investment required to convert OMS centers to year-round operations, drawing on the unit-level and system-level information developed under Tasks 2 and 3. The Contractor will also evaluate and compare operating expenses and funding requirements under both the current 180-day and year-round operating model. The Contractor will also conduct a rental analysis to assess potential rent increases necessary to support year-round housing operations at the migrant centers. This analysis will include evaluating the costs of improvements required to accommodate year-round occupancy and determining the rental levels needed to sustain such improvements. Deliverables for this task include financial models and a comparative analysis of operating expenses and funding needs for each center.

The Contractor must have a minimum of five years within the last 10 years of experience in housing finance, public sector budgeting, or economic modeling. The position requires substantial familiarity with affordable housing cost structures, sensitivity analyses, and the financial implications of shifting occupancy from seasonal to year-round residency. The Contractor must be capable of translating complex cost information into clear, actionable fiscal findings.

Task 6: Legal Impediments and Considerations Identification

The Contractor will identify and report any legal impediments and legal considerations with converting the OMS operations to year-round housing. The Contractor will provide specialized legal guidance with applicable federal, state, and local laws pertaining to farmworker housing, land use, environmental requirements, funding restrictions, and contractual obligations associated with OMS center operations. The Contractor specifically will review statutory provisions, regulatory frameworks, and legal definitions affecting both seasonal and permanent farmworker housing, including but not limited to the following:

- California Government Code requirements;
- California Health & Safety Code;
- OMS Regulations under 25 CCR §§ 7600 et seq.;
- any applicable water rights statutes or regulations;
- any current fee owner ground lease restrictions,
- any OMS program rules;
- federal and/or state program eligibility requirements such as but not limited to regulatory agreements;
- and any other applicable local, state and federal law.

Additionally, Contractor will provide a comprehensive verification of ownership for all utilities, identifying utility owner, operator, or responsible party and specific nature and extent of the ownership control and identify and disclose all underlying agreements affecting the utilities or related infrastructure. This includes, but is not limited to, shared-use agreements.

The approved deliverable will consist of a comprehensive register that provides detailed information on each OMS center and its individual identified legal impediments and legal considerations.

The Contractor must be a licensed attorney in good standing with the State Bar of California and must possess a minimum of five years of professional experience in housing law, land use, regulatory compliance, or public agency contracting. Experience working with affordable housing programs, migrant or agricultural worker housing regulations, federal funding requirements (such as USDA, HUD, or H 2A–related housing issues), or state housing programs administered by HCD is strongly preferred. The Contractor must have demonstrated ability to translate legal frameworks into practical, actionable guidance for multidisciplinary teams and must be capable of providing written analysis that is accurate, timely, and aligned with the project's statutory deadlines and reporting requirements.

Task 9: Impact Analysis, Mitigation Strategies and Alternative Solutions

The Contractor will evaluate impacts on migrant farmworker households associated with converting OMS centers to year-round operation, including changes in rent and other economic or social considerations. Based on these findings, the Contractor will identify strategies to mitigate potential negative outcomes for residents and communities. In addition, the Contractor will perform a comparative rental analysis with OMS rents and maximum allowable rents for projects funded through the Joe Serna, Jr. Farmworker Housing Grant Program (FWHG) and the California Tax Credit Allocation Committee (TCAC) to assess affordability and market alignment. This analysis must be completed for each migrant center.

In addition, the Contractor will analyze and evaluate alternative housing solutions beyond converting OMS centers to year-round operation. Possible alternative solutions can include, but are not limited to, identifying vacant land within the migrant center for potential development; analyzing the feasibility of designating a portion of existing units for seasonal use while transitioning others to year-round occupancy; and evaluating the potential for redevelopment of existing building structures and related infrastructure to support increased density. All alternative solutions will include a fiscal analysis covering both development costs and ongoing operational expenses.

The Contractor will have expertise in housing policy, economic and social impact analysis, and affordable housing finance. This individual or firm should possess strong analytical skills to assess rent structures, affordability thresholds, and market alignment across programs such as FWHG and TCAC, as well as the ability to interpret and compare regulatory frameworks. The Contractor should also demonstrate proficiency in feasibility analysis, including evaluating development potential, land use, and redevelopment strategies, supported by comprehensive fiscal modeling of both capital and operating costs.

Deliverables and Timeline

Task	Deliverable	Deliverable(s)	Due Date
2	*Housing Unit Inventory, Assessments, Scope & Cost Estimates*	• Draft and final unit-level inventories • Unit-level scope of work and cost estimates for each center, delivered on a rolling basis	June 30, 2027

		• Final unit-level report & statewide summary	
3	*Infrastructure Capacity Evaluation & Cost Analysis*	• Draft and final infrastructure systems capacity analysis • Systems-level scope of work and cost estimates for each center, delivered on a rolling basis • Conceptual Design Plans • Final infrastructure report & statewide summary	June 30, 2027
4	*Renovation Sequencing, Academic Calendar Integration, Operations Continuity*	• Regional K-12 academic calendar dataset • Draft and final renovation sequencing and operations continuity plan • Combined sequencing/continuity calendar	December 31, 2027
5	*Capital Improvements & Operating Financial Assessment*	• Draft and final capital improvement model • Comparative operating cost analysis • Final financial assessment	December 31, 2027
6	*Impediments & Consideration Identification*	• Draft impediments register • Final comprehensive impediments & considerations	December 31, 2027
9	*Impact Analysis, Mitigation Strategies & Alternatives*	• Draft impact analysis • Mitigation strategies and alternative options • Final impact/mitigation/alternatives report	December 31, 2027

Reporting and Communications

Contractor(s) will provide Enterprise with written progress reports on a quarterly basis. Each report will summarize the work completed during the reporting period (including key tasks performed by staff members and/or subcontractors), provide status updates on all tasks and deliverables, and outline planned activities for the upcoming period. Reports will also identify any risks, challenges, or delays encountered, along with proposed mitigation strategies.

Contractor(s) will maintain ongoing communication and regular check-in meetings with Enterprise, and may participate, as requested, in meetings with UCB and/or HCD.

Maximum Cost

RFP responses must include cost proposals within the following per-task maximum budget amounts. Cost proposals should be presented on a cost reimbursement basis for time, travel and materials, and demonstrate fixed labor rates, using the Cost Proposal Template provided.

Note: if proposing for multiple tasks, please adhere to the total combined maximum cost of the relevant tasks.

Task	**Maximum Cost**
Task 2. Housing Unit Inventory, Unit Assessment, Scope of Work, and Cost Estimates	$ 135,000.00
Task 3. Infrastructure Capacity Evaluation, Conceptual Design, and Expansion Cost Analysis	$ 270,000.00
Task 4. Renovation Sequencing, Academic Calendar Integration, and Operations Continuity Planning	$ 100,000.00
Task 5. Capital Improvements and Operating Financial Assessment	$ 180,000.00
Task 6. Impediments and Considerations Identification	$ 180,000.00
Task 9. Impact Analysis, Mitigation Strategies and Alternative Solutions	$ 180,000.00

Proposal Requirements

RFP responses must include the following elements.

For proposals that include multiple tasks, please submit a single combined response covering all required proposal requirements for all proposed tasks in one integrated proposal. Page limits may be multiplied by the number of tasks being proposed.

a. **Cover Letter** (no more than 1 page) on company letterhead. The cover letter should include the name, title, address, telephone number, and e-mail address for the point of contact for the applying organization, as well as the proposed tasks the contractor wishes to provide.

b. **Project Approach Narrative** (no more than 5 pages) outlining contractor's proposed approach to the project, including:

    a. The proposed approach, including each task you are seeking to deliver.

    b. The process and specific activities to be conducted to achieve the stated goals.
    c. A timeline for each task, including for any interim deliverables.
    d. Proposal and justification for any sub-consultants required to complete the task.

c. **Qualifications** (no more than 10 pages) reflecting the contractor's qualifications to conduct the scope of work activities, expertise, knowledge, and experience. If sub-consultants will be used, please include information about their qualifications, if known.
    a. Resumes and bios for each individual on the team, including information about experience with similar projects and professional qualifications.
    b. Samples or descriptions of relevant completed work (no more than three).
    c. Contact information of clients for whom similar services were provided who may serve as a reference (no more than three). Enterprise reserves the right to contact/not contact references at its discretion.

d. Cost Proposal including a detailed budget for each task and including labor rates for all individuals who will work on the project. **Please use the Cost Proposal Template provided.**

Selection Criteria

Applicants will be evaluated on the following criteria. For proposals that include multiple tasks, proposals will be scored individually by each task, and proposers may be awarded for one or multiple tasks.

a. Compliance with RFP Requirements – 10%
    - Completeness of Response
    - Adherence to submission format and guidelines
    - Inclusion of all requested attachments and/or certifications
    - Timely submission

b. Project Approach - 30%
    - Clarity and thoroughness of proposed approach for each task
    - Demonstrated understanding of Enterprise's requirements
    - Alignment with RFP goals and objectives
    - Feasibility and practicality of approach
    - Key personnel and management structure
    - Realistic and detailed project schedule, clear definition of project phases and milestones, and alignment with Enterprise deliverable timeline.
    - Need and justification for any subconsultants, if relevant.

c. Qualifications and Experience - 30%
    - Relevant industry experience and expertise
    - Past relevant experience and performance of similar projects
    - Contractor capacity is sufficient to complete scope of work

- Key personnel experience
- Demonstrated expertise as evidenced by professional certifications, accreditations, or industry recognition

d. Cost Proposal – 30%
   - Overall cost competitiveness
   - Clarity and detail of budget
   - The proposed costs are reasonable

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

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

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

Submission Instructions

Proposals are due by 8:59 PM PT on August 21, 2026.

Questions about this RFP should be directed to Sally Greenspan and Marlene Salazar via the following emails: sgreenspan@enterprisecommunity.org and msalazar@enterprisecommunity.org.

Proposals must be submitted in SlideRoom by clicking here: SlideRoom link

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

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. 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.

Notification of Selection and Timeline

Award notifications will be made on or around September 11, 2026.

Right to Reject

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

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

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

Confidentiality

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

Conflict of Interest & Integrity Concerns

Pursuant to federal regulations, ECP may not contract with entities that possess certain integrity concerns. Offerors with these integrity concerns must be rejected regardless of evaluation scores. These integrity concerns include:

- Actual or potential conflicts of interests that cannot be responsibly avoided or mitigated;
- Individuals or organizations that have been determined to have an unfair competitive advantage over competing contractors or consultants unless this advantage has been previously disclosed and effectively mitigated to eliminate such advantage (i.e., Enterprise publishes the information in the RFP that the advantaged contractor had prior knowledge of);
- Proposers who developed or drafted specifications, requirements, or statements of work for Enterprise (to ensure objective contractor performance and eliminate unfair competitive advantage for contractors who were involved in the development of the specific procurement);
- Vendors that appear on the Excluded Party List System contained within the System for Award Management LINK: SAM.GOV Entity Information

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

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

Attachments

Attachment 1: Enterprise Standard Terms & Conditions (below)

Attachment 2: Contractor Insurance Requirements (below)

Attachment 3: Budget Template

Attachment 4: Migrant Center Unit and Utility Report

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).

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.

1. 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.

2. 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).

3. 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).

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Parties Bound. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 **Commercial General Liability Insurance** ● in amounts not less than $1,000,000 per occurrence and $2,000,000 in the annual aggregate ● naming Enterprise as an Additional Insured as listed above
Certificate of Insurance (ACORD 25 or other state issued certificate) evidencing Contractor's **Worker's Compensation Insurance** ● a minimum of $500,000 Employers' Liability Limit or consistent with state statute OR ● 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

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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 **<u>Cyber Insurance</u>** ● in amounts not less than $1,000,000 per claim with third party coverage ● naming Enterprise as an <u>Additional Insured</u> as listed above
<u>Sexual Abuse and Molestation</u> ***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 **<u>Sexual Abuse and Molestation</u>** ● in amounts not less than $1,000,000 per claim ● naming Enterprise as an <u>Additional Insured</u> as listed above
<u>Crime</u> ***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 **<u>Crime</u>** ● in amounts not less than $500,000 per claim with third party coverage ● naming Enterprise as an <u>Additional Insured</u> as listed above