



ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

FOR PROFESSIONAL GREEN TECHNICAL ASSISTANCE SERVICES

Dated: August 28, 2018

Due: September 18, 2018

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Overview

Enterprise Community Partners, Inc. seeks consultants to support our Enterprise Sustainability Exchange (ESE) program and technical assistance goals.

Through the Enterprise Sustainability Exchange (ESE), Enterprise works with our partners to create sustainable communities across Chicagoland. We do this by hosting public conferences & trainings, by providing targeted technical and financial resources to community development corporation (CDC) partners, and by building a learning network of sustainability-oriented community development professionals.

The selected consultant will:

- 1) Work in coordination with Enterprise's Chicago Market team to provide sustainability-focused technical assistance (TA) to nonprofit housing and community development organizations that are part of the ESE Network. Technical assistance will be delivered at group meetings and directly to individual organizations.
- 2) Work in collaboration with Enterprise's Chicago Market team to plan a series of both on-site and off-site public trainings in 2018-19.
- 3) Draft a model concept in consultation with Enterprise for the creation of a shared property management staff resource to support sustainable operations and maintenance practices across CDC members of the ESE.
- 4) Act as a liaison between CDC members and the resources included in the Future Energy Jobs Act, including identifying relevant opportunities and developing strategies for ESE network members to access new resources.

Priority technical assistance and capacity building topics include energy and water efficiency, green property management practices, solar energy, and stormwater management.

Project Background

Enterprise Community Partners

Enterprise Community Partners, Inc. (Enterprise) is a proven and powerful nonprofit that improves communities and people's lives by making well-designed homes affordable. We bring together nationwide know-how, partners, policy leadership and investment to multiply the impact of local affordable housing development. Since 1982, Enterprise has created nearly 380,000 homes and invested \$28.9 billion. Our work has touched millions of lives and helped connect people and communities to opportunity nationwide.

The Enterprise Sustainability Exchange

The Chicago Enterprise Sustainability Exchange (ESE), a collaborative training and support program, seeks to promote a green culture shift in affordable housing and community development practice. The ESE aims to help community development corporations (CDCs) build and manage high quality, healthy housing that conserves natural resources and is financially sustainable.

Launched in 2014, the Enterprise Sustainability Exchange began working with the staff and residents of Chicago-area CDCs to implement new green approaches to property management, asset management and resident engagement. We have since grown the program to support sustainability through interventions with local partners, through the facilitation of peer-to-peer learning, and through trainings and field tours that bring together people working at the intersection of sustainability and affordable housing.

In Year 4, the ESE transitioned from a limited cohort model to a learning network that emphasizes peer-learning as a critical component. We have also expanded from the original primary focus on energy efficiency to include additional aspects such as water efficiency, renewable energy (mainly solar), and stormwater management.

Current members of the Enterprise Sustainability Exchange network include:

- Bickerdike
- Chicago Metropolitan Housing Development Corporation
- Chicago Neighborhood Initiatives
- Claretian Associates
- Heartland Housing
- IFF
- LUCHA
- Mercy Lakefront
- Space Fund
- The Resurrection Project
- Thresholds
- Turnstone

Scope of Consulting Services

Enterprise seeks a consultant to support our Enterprise Sustainability Exchange (ESE) program and technical assistance goals. Priority issue areas for the ESE program include energy and water efficiency, stormwater infrastructure, and solar energy (especially community solar).

The ESE consultant should propose a series of trainings, technical assistance offerings, and other deliverables that meet the below objectives. Please specify the number of trainings to potentially be offered, as well as a potential number of direct technical assistance engagements.

- 1) Provide sustainability-focused technical assistance (TA) to nonprofit housing and community development organizations that are part of the ESE Network. Technical assistance will be delivered through both group meetings and to individual organizations via phone, email, and in-person meetings and communications with appropriate staff members at each organization. All TA efforts should be coordinated with Enterprise's Chicago Market team, and the TA provider should make use of existing Enterprise resources, their own resources and community resources when providing TA to groups.

Specific public trainings and direct TA should include:

- a. Green operations and maintenance staff training(s)
- b. Sustainable HVAC practices
- c. Access to Future Energy Jobs Act (FEJA) resources, such as IL Solar for All and energy efficiency programs
- d. Portfolio-wide energy and water usage tracking software (such as WeGoWise)
- e. Solar energy (including community solar)

Additional training topics may include:

- f. Resident engagement (in partnership with Enterprise)
- g. Green stormwater infrastructure (in partnership with Enterprise)

Please feel free to propose additional content topics as informed by your insight into the affordable housing and community development sector's needs.

- 2) Draft a model (concept paper) for shared property management services that promote sustainable practices for Chicago's CDC industry. ESE partners have identified ongoing training needs due to turnover of operations and maintenance staff as a primary barrier to effective use and implementation of energy efficient and sustainable building maintenance. Enterprise Chicago seeks to explore a potential "Energy Manager on Call" concept such that CDCs and affordable housing providers can pool resources to hire

Application Materials

Responses should include the following materials:

- a. Cover letter on company letterhead
- b. Narrative (no more than five pages) stating your company's qualifications and your proposed approach, including the process and deliverables you think are necessary to achieve the stated goals.
 - a. Narrative should include examples (*no more than 3*) of related completed projects. No more than 1 page for each example.
- c. A proposed schedule for the program
- d. A detailed budget with hourly rates for all individuals who will work on the project
- e. Resumes and bios for each individual on the team, including information about experience with similar projects and professional qualifications
- f. Current contact information of clients for whom similar services were provided (*no more than 3*)

Selection Criteria

Applicants will be evaluated on the following characteristics:

- a. **Demonstrated experience:** 20%
- b. **Strength of approach:** 30%
- c. **Qualifications of project staff:** 15%
- d. **Ability to produce quality materials:** 15%
- e. **Reasonableness of budget:** 20%

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

Compensation

Enterprise has a contract budget of up to \$25,000 allocated for these services. The contract will be fully funded using HUD federal Section 4 Capacity Building funds. Additional partnerships and resources may be sought in partnership with the selected technical assistance provider to increase this amount. Applicants may state in their response potential partnerships for additional funding opportunities or enhanced resources to maximize the impact of the program.

Submission Instructions

Please submit all information requested above electronically to Juan Sebastian Arias at jarias@enterprisecommunity.org by 12:00 PM Central Time on September 18, 2018.

Schedule

Issue of RFP: Tuesday, August 28, 2018

RFP due: Tuesday, September 18 at 12:00 PM Central Daylight Time

Announcement of selection: Tuesday, September 25, 2018

Project Duration: October 2018 through October 2019

Applicable Requirements

DUNS and SAM Registration

All consultants receiving federal funds through Enterprise Community Partners must have or obtain a Dun & Bradstreet (DUNS) number and maintain an active account in the System for Award Management (SAM).

Information on how to register for each is below:

Resources for DUNS Number

The DUNS number is a nine-digit number, issued by Dun & Bradstreet that is assigned to and used by businesses and the federal government to keep track of more than 70 million businesses worldwide. A DUNS number can be obtained free of charge by applying online at <http://fedgov.dnb.com/webform> or by phone at 1-866-705-5711 from Monday - Friday 7 AM to 8 PM C.S.T.

For Hearing Impaired Customers Only call 877-807-1679 (TTY Line). It normally takes about 1- 2 business days to receive a number if applied for online and immediately if applied for by phone. The DUNS number is normally available for use 24-48 hours after it has been received. Once entered, and the registration process is completed, the DUNS number will need to be verified by the system.

Resources for System for Award Management (SAM)

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

SAM replaces the Central Contractor Registration (CCR), and grantees, borrowers, and consultants who have previously established an account in CCR will need to migrate the account to SAM.

Information on migrating an account can be found here:

https://www.sam.gov/sam/transcript/Quick_Guide_for_Migrating_Roles_v1.8.pdf

Consultants who have not previously registered in CCR will need to register in SAM. Information on registering can be found here:

https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations_v1.7.pdf

Please be aware that registration in SAM may take a few days to complete. Please allow enough time for the approval of you/your organization to be completed by SAM. Enterprise will not enter into contracts with organization not registered in SAM.

All consultants receiving federal funds from Enterprise Community Partners funded through the HUD Section 4 program must comply with the Federal Funding Accountability and Transparency Act (FFATA).

Federal Funding Accountability and Transparency Act (FFATA)

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

Indirect Costs

Additionally, Enterprise is required to ensure expenses paid utilizing HUD's Section 4 funds are not only reasonable but also eligible expenses per federal regulations. Thus, Enterprise requires a breakdown of all proposed labor amounts to include actual hourly rates and indirect costs (if applicable). Consultants must charge rates that are consistent with rates charged on their other contracts/agreements. If a consultant proposes to include indirect costs (IDC), the proposal must be accompanied by either an Indirect Cost Rate Agreement approved by a federal government agency or a line item cost breakdown of indirect costs with a methodology for applying the rates. Consultants without a federally approved negotiated indirect cost rate agreement may elect to charge a de minimis rate of 10% of modified total direct costs¹.

Appendices

The following documents will be a part of the awarded consultant(s) contract with Enterprise and should be reviewed for compliance:

Appendix A: Federal Provisions

Appendix B: Enterprise Standard Terms and Conditions

¹ Modified Total Direct Cost means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and Subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the Subawards and subcontracts under the award).

FEDERAL PROVISIONS

ADMINISTRATIVE REQUIREMENTS

Pursuant to the Federal Grant Agreement, this contract shall be governed by 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

The Code of Federal Regulations (CFR) can be found at: www.gpo.gov/fdsys/.

ALLOWABLE COSTS

The Contractor will be paid only for allowable, allocable and reasonable costs incurred in the performance of this award in accordance with the 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

FLOW DOWN PROVISIONS

Contractor is required, to the extent feasible, to include provisions to carry out the purpose of the HUD Grant Agreement in all contracts of employment with persons who perform any part of the work under this Subcontract, and with all contractors or other persons or organizations participating in any part of the work under this Subcontract.

DEFINITIONS

The term "Official Products of Work" includes, among other items, (1) all semi-annual, annual and interim progress and financial reports; and (2) all physical materials and products produced directly under the Federal Grant Agreement.

DELIVERABLE PRODUCTS

Contractor shall timely submit all required reports and other documentation to enable Enterprise to comply with its reporting requirements under the Federal Grant Agreement. Failure to submit required reports on time may jeopardize funding under the Federal Grant Agreement and therefore funding under the Subcontract.

COPYRIGHT

- a. The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the Federal Grant Agreement. HUD reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- b. The Contractor is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative agreements."
- c. HUD has the right to:
 - a. Obtain, reproduce, publish or otherwise use the data produced under the Federal Grant Agreement and
 - b. Authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

PUBLICATIONS AND NEWS RELEASES

- a. The results of work conducted under the HUD Grant Agreement are planned to be made available to the public through dedication, assignment by HUD, or other means as HUD or Enterprise shall determine.
- b. Official Products of Work, quotations there-from, paraphrasing or interim findings may not be published without the approval of HUD's Government Technical Representative ("GTR") and Enterprise for a period of sixty (60) days after acceptance. Thereafter, Contractor shall be free to publish without HUD or Enterprise approval.
- c. All Official Products of Work, or any part thereof, and any special products arising from the HUD Grant Agreement, when published by Contractor or other participants in the work, shall contain the following acknowledgment and disclaimer:

"The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of HUD."

- d. Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities under the HUD Grant Agreement that may be made by Contractor or its staff, or any contractor or other person or organization participating in the work under the HUD Grant Agreement, shall be provided to Enterprise at least ten (10) days prior to the planned release and to the GTR at least seven (7) days prior to the planned release. News releases and other public announcements may not disclose any interim findings or quote or paraphrase any part of any Official Product of Work without complying with the disclosure statement requirements of the paragraph above. All press releases or public issuances made during the term of the Subcontract must be reviewed and approved by Enterprise and the GTR prior to release. Enterprise, in its sole discretion, may direct Contractor not to release such information.

PRIVACY ACT OF 1974 (5 U.S.C. 552a)

The Contractor is required to design, develop, or operate U.S. Housing & Urban Development (HUD) data subject to the Privacy Act of 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may result in criminal penalties and a fine of up to \$5,000. (a)The Contractor agrees to:

(1)Comply with the Privacy Act of 1974 (the Act) and HUD rules and regulations issued under the Act in the design, development, or operation of a system of records on individuals.

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act and

(3) Include this clause in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) Any person who knowingly or willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be subject to criminal penalties under the Privacy Act and may be subject to prosecution under other statutes such as 18 U.S.C. § 494, § 495, and § 1001. In the event of improper use or disclosure of HUD data, the Contractor agrees to report the incident and to cooperate fully with HUD.

INSPECTION AND ACCEPTANCE

Inspection, review, correction and acceptance of all Official Products of Work shall be conducted in accordance with the HUD Grant Agreement. Contractor shall make corrections or revisions recommended by Enterprise and shall return revised copies of materials within required time frames. Such review, correction and acceptance shall generally be limited to (1) corrections of omissions or errors of fact, methodology or analysis; (2) deletion of irrelevant materials; and (3) improvements to style and readability. Enterprise shall not require changes to stated views, opinions or conclusions.

RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES

Enterprise, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the project for the purpose of making audits, examinations, excerpts and transcriptions. Enterprise reserves the right to seek from the Contractor recovery of any expenditures found unallowable under 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits) or the provisions of the HUD Grant Agreement, based upon the final audit or any other special audits.

PROGRAM INCOME

To the extent applicable, Contractor shall comply with the requirements and standards for program income as contained in 2 CFR 200.80. In addition, any program income derived as a result of the Subcontract shall be used to further eligible activities under the Subcontract.

ENVIRONMENTAL REVIEW

In accordance with 24 CFR 50.3(h), no commitment or expenditure of HUD or local funds to a HUD-assisted project may be made until HUD has completed an environmental review to the extent required under applicable regulations and has given notification of its approval in accordance with 24 CFR 50.3(h).

RELOCATION

The Uniform Relocation Act applies to anyone who is displaced as a result of acquisition, rehabilitation, or demolition for a HUD-assisted activity.

DAVIS – BACON ACT

Assistance provided under this Agreement that is more than \$2,000.00, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-5, and applicable regulations of the Department of Labor under 29 CFR Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

CERTIFICATIONS AND ASSURANCES

By signing this award document Contractor certifies the following:

Certification Regarding Debarment and Suspension: Contractor certifies to the best of its knowledge that it, or any of its principal employees and officers:

1. Are not presently, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Within a three year period preceding this Subcontract, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Subcontract under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph two of this certification; and
4. Within a three year period preceding this Subcontract, have not had one or more public (federal, state or local) transactions terminated for cause or default.

Certification of Payments to Influence Federal Transactions/Lobbying:

1. Contractor shall comply with all requirements of Section 319 of the Department of the Interior and Related Agencies Appropriation Act for the Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment) and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Subcontract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, Subcontract, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with this Subcontract, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Certification of Drug-Free Workplace Requirements:

Contractor certifies that as a condition of this award it will comply with the drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and with HUD's rule at 24 CFR Part 21.

Certification Regarding Compensation Rates:

1. The compensation rates, as provided by the Consultant to Enterprise Community Partners, Inc., under this subcontract agreement, are the rates customarily charged to its clients, including for-profit organizations, and federal, State and local governments.
2. The compensation rates that the contractor charges its clients for federal activities are the same compensation rates that the contractor charges its clients for similar work on non-federal activities.

Nondiscrimination Requirements. Contractor certifies compliance with the following:

1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity
2. 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"
3. Title IV and Title VII of the Civil Rights Act of 1974, as amended
4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686)
5. Section 504 of the Rehabilitation Act of 1973, as amended
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107)
7. Americans with Disabilities Act of 1990 (42 U.S.C. 1201 *et seq.*)

National Historic Preservation: When necessary, Contractor will assist Enterprise in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§ 470, Executive Order 11593 and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*)

Fair Housing and Civil Rights Laws: Contractor certifies that it shall comply with all fair housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a). Federally recognized Indian tribes must comply with the nondiscrimination provisions enumerated at 24 CFR 1003.601

Steps to Affirmatively Further Fair Housing. Contractor certifies that the project(s) to be developed through the use of the Subcontract are part of the specific steps Contractor is undertaking to remedy discrimination in housing and to promote fair housing rights and fair housing choice.

Lead-Based Paint Provisions. Contractor certifies that it shall comply with the applicable lead-based paint provisions of 24 CFR part 35, including subparts J and K.

Section 3. Contractor certifies that is shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135, which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for the metropolitan area (or non-metropolitan county) in which the project is located.

FURTHER ASSURANCES

Contractor agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment to the Subcontract Documents and such further materials, documents and instruments as may be required by Enterprise or HUD to comply with any existing or future federal regulations, directives, policies, procedures and other requirements, or further the general purposes of the Subcontract.

ORDER OF PRECEDENCE

In the event of any inconsistency among the provisions of this Subcontract, the following order of precedence shall apply:

- a) the HUD Grant Agreement
- b) Uniform Administrative Requirements of 2 CFR 200
- c) the Subcontract Documents

As the official authorized to sign on behalf of Contractor, I bind the Contractor to the above agreements and hereby state that the above certifications are true and correct to the best of my knowledge and belief.

Contractor: _____ **Date:** _____

Signature of Authorized Certifying Official: _____

Printed Name: _____ **Title:** _____

STANDARD TERMS & CONDITIONS

1. Confidential Information. “Confidential Information” is information which Enterprise, in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or contractor/subcontractor information; information regarding Enterprise’s financial and strategic planning; information regarding Enterprise staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. Subcontractor hereby agrees that Subcontractor shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of Enterprise. Upon the request of Enterprise, Subcontractor shall promptly deliver to Enterprise all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information. For purposes of this Subcontract, “Confidential Information” shall not include the following: (1) information which is or becomes publicly available without fault on the part of the party disclosing such information;; (2) information which is already in the recipient’s possession prior to the effective date of the Subcontract and is not otherwise Confidential Information; (3) is independently developed by the recipient outside the scope of this Subcontract and without references to Confidential Information; (4) is rightfully obtained from third parties, 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 Subcontract.

2. Payment. **Payments shall not be made without Enterprise’s receipt of a completed W-9 form in accordance with Section 3 below,** a Subcontract signed by all parties and acceptance by Enterprise of the work performed. When submitting invoices, Subcontractor should use the attached Enterprise Request for Payment form. If Subcontractor chooses to use Subcontractor’s own form, each invoice must reference the Subcontract number, award value and period of performance. Payment will be made within 30 days of receipt of approved invoices containing the aforementioned information. Subcontractor must also submit all invoices within 60 days of the end of the Subcontract’s period of performance. Subcontractor agrees that Enterprise will be under no obligation to pay for any invoice that is not timely submitted and received by Enterprise within the aforementioned 60-day period.

3. W-9 Form / Federal Tax Identification Number. Subcontractor must provide Enterprise with a signed and completed W-9 Form. **Subcontractor’s name on the W-9 Form must match the name on this Subcontract, and, the W-9 Form must include Subcontractor’s Federal Tax Identification number. PAYMENT WILL NOT BE MADE TO SUBCONTRACTOR WITHOUT ENTERPRISE’S RECEIPT OF A COMPLETED W-9 FORM WHICH COMPLIES WITH THESE REQUIREMENTS.** Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Subcontractor hereby agrees to notify Enterprise immediately upon any change of any information submitted on Subcontractor’s W-9 Form.

4. Ownership of Deliverables. Subcontractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Subcontractor under this Subcontract and the copyrights thereto, are the sole and exclusive property of Enterprise. Subcontractor 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 permission of Enterprise.

5. Subcontractor's Performance. Enterprise expects Subcontractor to perform in a high quality manner and in accordance with the standards set by this Subcontract. If the performance of the Scope of Work or Deliverables does not meet the obligations contained in this Subcontract and its Scope of Work, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies, including, but not limited to, reducing or withholding payment to Subcontractor, canceling the Subcontract, and hiring another party to complete the Scope of Work. Subcontractor will be liable to Enterprise for any additional costs incurred by Enterprise if the all or any portion of the Scope of Work is completed by others.

6. Use of Sub-subcontractors. If Subcontractor retains a sub-subcontractor to perform any portion of the Scope of Work, Subcontractor must first request approval from Enterprise, which shall not be unreasonably withheld.

7. Return of Documents. Subcontractor must deliver all records, notes, data, memoranda, models and equipment, of any nature, that are in Subcontractor's possession or under Subcontractor's control and that are Enterprise's property or relate to Enterprise's business upon Enterprise's request or upon the completion of this Subcontract.

8. Right to Audit/Record Retention. Subcontractor 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. Subcontractor's documentation and books of account shall be open for inspection by Enterprise or its auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.

9. 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, general liability, automobile, and professional liability, for Subcontractor or employees of Subcontractor. Subcontractor assumes full responsibility for the provision of all such insurances and fringe benefits for Subcontractor and all of Subcontractor's employees. Subcontractor maintains, and must maintain throughout the term of this Subcontract, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers' compensation insurance each in an amount not less than \$1,000,000.00 (except that the coverage for workers' compensation shall be in accordance with statutory requirements) to cover its activities under this Subcontract. Subcontractor must name Enterprise as an "Additional Insured" on its commercial general liability insurance and commercial automobile insurance and name Enterprise as "Certificate holder" on its workers' compensation coverage. Within 48 hours of Enterprise's request, Subcontractor must provide Enterprise with a certificate of insurance evidencing Subcontractor's compliance with all the foregoing required coverages.

10. Relationship of the Parties. Subcontractor is not an employee, partner, agent of or joint-venturer with Enterprise for any purpose. Subcontractor is and will remain an independent contractor in its relationship to Enterprise pursuant to this Subcontract.

11. Termination. Either party may terminate this Subcontract without cause upon the delivery of written notice to the other party in accordance with the terms of this Subcontract ("Termination"). In such event, the Subcontract will terminate thirty (30) days after such written notice was received. Any such Termination by either party shall be subject to an equitable adjustment of the Compensation due. Any such Termination by either party shall also be subject to an equitable reimbursement of Compensation paid prior to Termination for future performance rendered impracticable by Termination of the Subcontract. All obligations which were to be performed as of the date of Termination are discharged but any right based on prior breach of performance survives.

12. Cancellation. Upon the occurrence of a breach hereunder, Enterprise may cancel this Subcontract upon the delivery of written notice to Subcontractor in accordance with the terms of this Subcontract ("Cancellation") and retain any remedy for breach of the whole Subcontract or any unperformed balance thereof.

13. Indemnification.

- (a) Indemnification by Subcontractor. Subcontractor will indemnify, defend and hold harmless Enterprise and its affiliates, officers, directors, employees, consultants, advisors and representatives (the "Enterprise 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 material breach by Subcontractor of this Subcontract, or the gross negligence or willful misconduct of Subcontractor, its affiliates, officers, directors, employees, consultants, advisors or representatives (the "Subcontractor Parties").
- (b) Indemnification by Enterprise. Enterprise will indemnify, defend and hold harmless Subcontractor and the Subcontractor 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 material breach by Enterprise of this Agreement, or the Subcontract, or the gross negligence or willful misconduct of the Enterprise Parties.

14. Limitation of Liability.

- (a) Limitation on Liability Type. Except for liability relating to a breach of Section 1 of these Standard Terms and Conditions, or for claims relating to a party's gross negligence or willful misconduct, in no event will Enterprise or Subcontractor be liable to the other for any indirect, incidental, special or consequential damages.
- (b) Limitation on Liability Amount. Except for liability arising from (i) the indemnification obligations set forth in Section 13 above; (ii) the confidentiality provisions in Section 1 above; or (iii) either of the parties' gross negligence or willful misconduct, the aggregate liability of Enterprise and of Subcontractor arising in connection with this Subcontract, 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 that has been paid or payable to Subcontractor by Enterprise during the twelve (12) months immediately preceding the first event giving rise to such liability.

15. Personally Identifiable Information. Subcontractor represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction.

16. Amendment. Any Amendment to the provisions of this Subcontract must be in writing and executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Subcontractor may be made unilaterally by Enterprise with notice to, but without consent of, Subcontractor.

17. Delegation; Assignment. Subcontractor shall not delegate any duties or assign any rights under this Subcontract without the prior written approval of Enterprise. A delegation of performance will not relieve Subcontractor of any duty to perform or any liability for breach of this Subcontract.

18. Governing Law; Venue. This Subcontract 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. Subcontractor 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 Subcontractor consents to the *in personam* jurisdiction of such courts. Subcontractor 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.

19. Nonwaiver. The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Subcontract or to exercise any option hereunder must not be construed as a waiver or relinquishment for the future of such term or option.

20. Notice. Any notice which either party desires to provide the other party under the terms of this Subcontract must be sufficiently given, in writing and delivered to the party's address in this Subcontract or such other address as either party may specify in writing (i) by electronic mail, return receipt requested, or (ii) overnight courier or certified or registered first class mail, return receipt requested and postage prepaid, at such other party's principal place of business at the address set forth on the Subcontract. If by electronic mail, delivery shall be deemed effective when sent in accordance with the above provisions. If by overnight courier, delivery shall be deemed effective one (1) business day after dispatch in accordance with the above provisions. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with the above provisions.

21. Authorizing Action, Parties Bound. The execution, delivery and performance by Subcontractor are within Subcontractor's powers and have been duly authorized by all necessary action. The terms and provisions of this Subcontract are binding upon the parties hereto, their legal representatives, successors and assigns.

22. Severability. If any provision of this Subcontract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Subcontract that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.

23. Entire Subcontract. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Subcontract, will be valid or binding; and this Subcontract may not be enlarged, modified or altered except in writing and signed by the parties.