ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

Anchoring and Work Plan

March 2010

Purpose

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposal (RFP) process to procure a consultant who will assist them in developing an “Anchoring Plan”, which will supplement their overall strategic plan.

Overview

Enterprise seeks a contractor to develop an Anchoring Plan for the Northern California market, which will serve as the foundation for the 15-person team’s internal work plan and external communications materials. This will ground our office’s work in a set of shared and stated values, articulate our mission and activities in a compelling way, and lead to arranging our resources –including talent– to create cohesion. Through this effort we will be better positioned to maximize our potential for positive impact for Northern California communities.

There are no restrictions on eligibility.

The anticipated period of performance is April 1 – October 31, 2020.

Bids are due by March 23, 2020 at 5PM Pacific Time, and any questions are due by March 18 at 5PM and should be sent to Heather Hood at hhood@enterprisecommunity.org.

Bidders shall submit items listed under Proposal Materials in one combined PDF document to SlideRoom by clicking here.
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About Enterprise

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 or preserved 585,000 affordable and workforce/market rate homes and invested $43.6 billion. Our work has touched millions of lives and helped connect people and communities to opportunity nationwide.

Across Northern California, the booming economy has led to unprecedented growth and wealth creation, but this prosperity is not benefitting everyone. Low- and moderate-income residents — especially communities of color — are at serious risk of displacement because of gentrification. Without affordable options, families will lose housing stability and access to critical resources such as public transportation, health care, jobs and good schools, and the region will lose its racial and cultural diversity. Enterprise has mobilized advocates, government and community stakeholders, investors and donors to deliver collaborative solutions that aim to make cities and regions ones in which everyone has the chance to improve their lives. Collectively, we offer:

- Deep technical expertise and capacity building experience.
- A vast network of cross sector partners.
- Access to investment capital to advance program outcomes.
- Dedicated policy staff.
- A track record of creating 20,000 affordable homes by leveraging $1 billion in capital.

Project Overview

Our programs and team have grown consistently over the past five years. We are at a critical moment, particularly with an intensifying housing crisis, half of our 15-person team being new, and the ecology of California housing-oriented organizations and politics evolving. We need to ground our shared sense of the ‘problem’ and the best ways for Enterprise to contribute to solving it. We need to recommit to shared values amongst the team, align and bring together our disparate programs into intentional strategies, and sharpen how we communicate both our point of view and our role in the field. We have also been engaging in efforts to more intentionally integrate racial equity and diversity, equity, and inclusion into our work and our office culture, but these efforts episodic and somewhat dependent on the staff leading the work.

For now, we describe our work by activities rather than why and how we do it. For example, our team aims to prevent the displacement of residents by ensuring they have protections, voices and choices while communities change and to create new environmentally sustainable homes and effective housing delivery systems. Our current activities are as follows:

Local
1. **HOPE SF**—Revitalizing public housing without resident displacement and creating vibrant, inclusive, mixed-income communities with cultural resilience. HOPE SF is a pilot for our national Economic Mobility Initiative.
2. **San Francisco Co-ops**—Providing direct technical assistance to shareholders and developing strategies for both shareholders and city staff to stabilize and revitalize limited equity co-ops.
3. **Oakland Housing Cabinet**—Co-chairing the Mayor’s cross-sector cabinet effort to preserve and build 17,000 homes and protect 17,000 low-income households by 2024 by enacting policy solutions and strategies that address housing affordability.

4. **Sustainable Chinatown**—Developing a comprehensive plan for preserving housing affordability and improving the energy efficiency and health of San Francisco’s Chinatown neighborhood.

5. **Marin County Public Housing Revitalization Program**—Providing technical assistance to the Marin Housing Authority to redevelop public housing into an inclusive, mixed-income community.

6. **Stockton Housing Task Force**—Chairing the mayor’s cross-sector task force advancing local policy recommendations to produce and preserve affordable housing and strengthen tenant protections for low-income families.

**Regional**

1. **Bay Area Housing Finance Authority**—Co-sponsoring state legislation that establishes the Bay Area Housing Finance Authority and opens the opportunity for a regional ballot measure that will bring up to $1 billion annually to cities and counties to produce and preserve affordable housing and strengthen tenant protections.

2. **Integrated Solutions**—Developing and integrating effective financial products, policies and program solutions that together accelerate affordable housing production and preservation in the Bay Area and Central Valley.

3. **Preservation Initiative**—Instilling preservation as a proven anti-displacement and affordable housing solution by fostering collaboration between community advocates, developers, funders and cities.

4. **Democratizing Resilience and Disaster Recovery**—Creating a participatory and inclusive model for equitable disaster recovery that will shape planning for future natural disasters, including earthquakes and fires.

**State**

1. **Affordable Housing and Sustainable Communities (AHSC)**—Providing technical assistance for navigating California’s AHSC program application process to secure funding for interconnected affordable housing and transportation projects and providing legislative and regulatory advocacy to protect and strengthen the program.

2. **Various policy interventions**—Around homelessness, tenant protections, public land, housing finance and land use.

Additionally, we have newly developed a set of shared policy priorities:

- **Promote racial equity, economic opportunity and resident power** for people historically excluded from shaping the decisions that affect their lives and those of their communities;
- **Prevent low-income Californians from experiencing homelessness, displacement, housing instability and poor-quality housing conditions**, particularly renters;
- **Expand resources and eliminate barriers for the production and preservation of housing** that low- and moderate-income Californians can afford; and
- **Advance inclusive and equitable development** that promotes housing affordability, climate and community resilience, environmental sustainability, economic opportunity and racial equity.
Scope of Work and Deliverables
Enterprise seeks a contractor to design and facilitate a process for the team and some key stakeholders that leads to an Anchoring Plan. We define an Anchoring Plan as a written product that communicates our shared values, vision and mission, and strategies that organize and guide our work. This written product will reflect the outcomes of the Anchoring Plan process, which will involve working closely with staff to chart how to organize, focus, and prioritize our work moving forward. We are open to working on refining this process; however, the general intension is that the Consultant activities will include:

Phase 1 - Refine scope
1. Coordinate with client over the course of the work
2. Refine scope and process with client

Phase 2 – Information gathering
3. Chart ways to integrate with national-One Enterprise, especially within Solutions, Investments, ECLF and Bellwether as national strategic plan is occurring
4. Get to know the organization via intake such as:
   a. Review key documents
   b. Perform 3-6 select staff interviews
   c. Observe a staff meeting
   d. Conduct 2-3 small focus groups or interviews

Phase 3- Dig in
5. Kick off retreat with all staff
   a. Values
   b. Vision and mission
   c. Integration with racial equity work
   d. Establish expectations for the process
   e. Establish goals
6. Determine what our niche in the field and geography is
7. Conduct a SWOT analysis
8. Look at current work and consider what is working and not working in terms of values, vision and mission, as well as why/what/how we do our work; determine what this tells us
   a. Core competencies and gaps
   b. Core processes and gaps
   c. Core tools and gaps
   d. Core impact and gaps
   e. Integration with racial equity efforts
9. Work with staff to look at current processes, protocols, and cultural norms of internal office culture to identify changes or improvements necessary to support the successful implementation of the Anchoring Plan as well as staff sustainability and well-being

Phase 4 – Refine and document plan
10. Develop scenarios for how we approach/deliver our work and how we are organized to do so
11. Work with organization’s leadership to determine a direction
12. Develop companion externally facing document describing the work
Deliverables

1. Refined scope with designed process
2. Kick off retreat agenda
3. Questions for focus groups or survey
4. Any written or visual materials for meetings
5. Draft and final Anchor Plan that is roughly 10-20 pages

Budget

Include applicable budget information:

- Budget Value: Up to $50,000.
- Anticipated number of awards: 1
- Bidder shall submit a fixed price budget, broken down by proposed task with subtotals broken down by Phases as outlined in the Scope of Work and Deliverables section. Since budgets are fixed, they should be inclusive of all expenses required to complete the proposed work. Bidder shall include full budget proposal in addition to the budget narrative and details as listed under the Proposal Materials section below.
- Bidder shall list their labor rate, which may be utilized for scope changes, if necessary.

Proposal Materials

Responses should include the following materials:

Responses should include the following materials (upload the following attachments as one combined PDF within SlideRoom where noted):

a. Cover letter on company letterhead (should include the name, title, address, telephone number, and e-mail address for point of contact for the applying organization).

b. Small, Minority and Women’s Business Enterprises. Are you a:

- Minority Business Enterprise?
- Native American Business?
- Small Business?
- Women-Owned Business?
- Veteran-owned small business?
- Service-disabled veteran-owned small business
- SBA certified small disadvantaged business
- SBA certified 8(a) firm
- SBA certified HUBZone firm

c. Qualifications - to include the contractor’s qualifications to conduct the scope of work activities, expertise, knowledge, and experience. Experience should include examples of conducting similar or
related work.

d. Narrative of up to 6 pages of contractor’s proposed approach, including:
   • The process and specific activities to be conducted to achieve the stated goals.
   • A timeline for the activities.
   • Milestones and deliverables tied to activities.
   • A detailed budget for each task, along with proposed payment schedule tied to project milestones or deliverables.

d. Fixed price budget summary inclusive of all tasks and total cost with subtotals included for Phases 1-3. Include labor rate for possible scope changes.

e. Resumes and bios for each individual on the team, including information about experience with similar projects and professional qualifications.

f. Based on the past projects identified in the qualification section, attach any relevant samples of completed work (no more than three).

g. Based on the past projects identified in the qualification form, attach current references’ contact information of clients for whom similar services were provided (no more than three).

h. List any exceptions you take to the Standard Terms and Conditions, which are attached to this RFP.

**Selection Criteria**

Applicants will be evaluated on the following characteristics:

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<th>Criteria</th>
<th>Points Possible</th>
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<tr>
<td><strong>Relevance and Practicality of Proposed Activity</strong></td>
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<td>• Evidence that the consultant understands the nature of the issues and tasks at hand;</td>
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<td>• A creative or innovative approach is taken in the scope and approach design or implementation.</td>
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<td><strong>Programmatic Activity Meets Goals and Outcomes</strong></td>
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<td>• Application clearly demonstrates how the proposed work would advance Enterprise’s policy and program areas; and</td>
<td>25</td>
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<td><strong>Existing and Desired Organizational Capacity</strong></td>
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<td>• Consultant has a demonstrated track record of interest, creativity and execution in its pursuits;</td>
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<tr>
<td>• Consultant has demonstrated track record of capacity to be effective;</td>
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</tbody>
</table>
• Demonstrated capacity to carry out proposed activities;
• Demonstrated consultant capacity to complete tasks and deliverables established by Enterprise and grantee partners; and
• Proposed models or programs exhibit potential for replication or scaling a model of success in other markets.

25

Readiness-to-Proceed/Budget

• Consultant has proposed a practical plan needed to proceed; and
• The budget is reasonable and appropriate to proposed activities.

15

Application Quality

• The application is submitted on time, complete and delivered per application instructions. Late and/or incomplete applications will not be considered; and
• Proposal is thoughtful, well-written and clearly articulates activities to be carried out with contract funds.
• The budget is explained well by component and reasonable.

10

Total

100

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

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

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

Submission Instructions
Proposals are due by 5pm on March 23, 2020.

Inquiries concerning this RFP should be directed to Heather Hood at hhood@enterprisecommunity.org (with contact information) no later than Wednesday, March 18, 2020.

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

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

**Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises**
Enterprise will make efforts to utilize small businesses, minority-owned firms, and women’s business enterprises.

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

**Notification of Selection and Timeline**

1. **March 3, 2020**: Invitation issued
2. **March 18 at 5pm PST**: consultant questions due, if any, in order to receive responses by March 20. should be sent to Heather Hood at hhood@enterprisecommunity.org.
3. **March 23 at 5pm PST**: consultant proposals due. Submit proposal electronically to within SlideRoom using this link.
4. **Week of March 23** Enterprise staff may have questions and contact prospective consultant by phone or email
5. **March 27, 2020** - Successful applicants will be notified by email regarding determination of funding decisions and allocations.
6. **March 30, 2020**: contract execution begins
7. **April 1, 2020**: Period of Performance begins
8. **October 31, 2020**: Contract Period ends – all deliverables due

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

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;

1. 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

2. 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
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
subcontractor/contractor 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. Contractor hereby agrees
that Contractor 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, Contractor 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 Contract, “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 Contract and is not otherwise Confidential Information; (3) is
independently developed by the recipient outside the scope of this Contract 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 Contract.

2. Payment. Payments shall not be made without Enterprise’s receipt of a completed W-9 form in
accordance with Section 3 below, a Contract signed by all parties and acceptance by Enterprise of the work
performed. When submitting invoices, Contractor should use the attached Enterprise Request for Payment
form. If Contractor chooses to use Contractor’s own form, each invoice must reference the Contract number,
award value and period of performance. Payment will be made within 30 days of receipt of approved invoices
containing the aforementioned information. Contractor must also submit all invoices within 60 days of the
end of the Contract’s period of performance. Contractor 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. Contractor must provide Enterprise with a signed and
completed W-9 Form. Contractor’s name on the W-9 Form must match the name on this Contract, and, the
W-9 Form must include Contractor’s Federal Tax Identification number. PAYMENT WILL NOT BE MADE TO
CONTRACTOR WITHOUT ENTERPRISE’S RECEIPT OF A COMPLETED W-9 FORM WHICH COMPLIES WITH
THESEREQUIREMENTS. Payment will be made payable to the name and corresponding Federal Tax
Identification number found on the W-9 Form. Contractor hereby agrees to notify Enterprise immediately
upon any change of any information submitted on Contractor’s W-9 Form.
4. **Ownership of Deliverables.** Contractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Contractor under this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise. 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 permission of Enterprise.

5. **Contractor's Performance.** Enterprise expects Contractor to perform in a high quality manner and in accordance with the standards set by this Contract. If the performance of the Scope of Work or Deliverables does not meet the obligations contained in this Contract 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 Contractor, canceling the Contract, and hiring another party to complete the Scope of Work. Contractor 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-contractors.** If Contractor retains a sub-contractor to perform any portion of the Scope of Work, Contractor must first request approval from Enterprise, which shall not be unreasonably withheld.

7. **Return of Documents.** Contractor must deliver 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 upon Enterprise’s request or upon the completion of this Contract.

8. **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. Contractor’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 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, 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 Contract. Contractor 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, Contractor must provide Enterprise with a certificate of insurance evidencing Contractor’s compliance with all the foregoing required coverages.
10. **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.

11. **Termination.** Either party may terminate this Contract without cause upon the delivery of written notice to the other party in accordance with the terms of this Contract (“Termination”). In such event, the Contract 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 Contract. 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 Contract upon the delivery of written notice to Contractor in accordance with the terms of this Contract (“Cancellation”) and retain any remedy for breach of the whole Contract or any unperformed balance thereof.

13. **Indemnification.**

   (a) **Indemnification by Contractor.** Contractor 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 Contractor of this Contract, or the gross negligence or willful misconduct of Contractor, its affiliates, officers, directors, employees, consultants, advisors or representatives (the “Contractor Parties”).

   (b) **Indemnification by Enterprise.** Enterprise will indemnify, defend and hold harmless Contractor and the Contractor 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 Contract, 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 Contractor 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 Contractor 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 that has been paid or payable to Contractor 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 Contract must be in writing and executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Contractor may be made unilaterally by Enterprise with notice to, but without consent of, Contractor.

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

18. **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.

19. **Nonwaiver.** The failure of Enterprise 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 of such term or option.

20. **Notice.** Any notice which either party desires to provide the other party under the terms of this Contract must be sufficiently given, in writing and delivered to the party’s address in this Contract 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 Contract. 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 Contractor are within Contractor’s powers and have been duly authorized by all necessary action. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.

22. 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.

23. 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.