ENTERPRISE COMMUNITY PARTNERS, INC.

REQUEST FOR PROPOSALS

Keep Safe Miami:
Protecting Miami’s Affordable Multifamily Housing from a Changing Climate

March 2020

PURPOSE

With low- and moderate-income communities on the frontline of the effects of climate change, it is imperative for owners and operators of affordable multifamily housing to better protect their housing assets so they can continue providing services to low- and moderate-income communities. Enterprise Community Partners, with the City of Miami, seeks to build the capacity of affordable housing owners and housing portfolio managers to evaluate their portfolio to identify the most vulnerable properties, and then to assess individual properties for specific risk and mitigation/adaptation strategies. Today, several one-off tools exist that affordable housing owners may use to solve for certain components of this need; however, significant gaps exist in each of the three phases of need, which we seek to solve for by creating a holistic toolkit that helps owners increase the resilience of their portfolios.

OVERVIEW

Enterprise Community Partners, Inc. (Enterprise) has initiated a Request for Proposal (RFP) process to design and develop three components of a Disaster Ready and Operations Efficiency Toolkit:

1. Evaluate the Enterprise Portfolio Risk Assessment Tool to be released April 2020 for use in the Miami market, and assess the University of Miami housing and climate assessment tools for inclusion in our process.
2. Customize an existing property-level resilience audit tool that affordable multifamily owners and operators can use to assess vulnerability of their multifamily buildings in Miami to disaster related hazards, including but not limited to flooding, wind, and extreme heat. Tool will utilize Enterprise existing guidance on multifamily housing resilience to provide automated reports for the owner to use to identify their priorities for retrofits.
3. Support the development of a financing guide to aid multifamily property owners in addressing identified vulnerabilities.
4. Participate in development and delivery of training on all developed tools to Miami based auditors, building professionals and multifamily housing owners and operators.
5. Participate in a minimum of one meeting of external advisory group to be established by Enterprise and the City of Miami.
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About Enterprise

Enterprise Community Partners, Inc. (Enterprise) is a proven 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.

Enterprise’s work in Resiliency and Disaster Recovery spans 15 years of work in markets experiencing extreme risk from a changing climate and recovery from natural hazards and extreme climate related emergencies like Hurricanes, Floods and Fires. Through our work in this area, Enterprise recognizes the urgency of preserving affordable housing, much of which is already aging and in need of upgrade, and ensuring it can adapt to and mitigate these risks. Enterprise has created a suite of technical assistance programs and tools to help affordable housing organizations, owners and developers adapt to and mitigate risk and will be a source of input for this program. See: https://www.enterprisecommunity.org/solutions-and-innovation/disaster-recovery-and-rebuilding for more background and information.

Project Overview

With low- and moderate-income communities on the frontline of the effects of climate change, it is imperative for owners and operators of affordable multifamily housing to better protect their assets and continue providing services to low- and moderate-income communities. Enterprise Community Partners, with the City of Miami, seeks to build the capacity of affordable housing owners and portfolio managers to evaluate their portfolio to identify the most vulnerable properties, and then to assess individual properties for specific risk and mitigation/adaptation strategies. Today, several one-off tools exist that affordable housing owners may use to solve for certain components of this need; however, significant gaps exist in each of the three phases of need, which we seek to solve for by creating a holistic toolkit that helps owners increase the resilience of their portfolios.

1. Guidance to help owners determine which properties are most at risk:
   Enterprise has created a national portfolio assessment tool that will be released in April 2020 that provides a portfolio assessment that gives owners a high-level view of the most vulnerable properties of their portfolio to climate related risks. It will enable owners to conduct an initial online search of their portfolio to prioritize individual properties for further evaluation. We seek a consultant to evaluate this tool and University of Miami tool(s) for use in the Miami market, and to then incorporate both tools into a Miami focused affordable multifamily resilience audit process.

2. Property-level tools to help assess resilience needs:
   This phase of the toolkit will include the development and launch of property assessment and risk reduction tools that enable affordable housing owners and portfolio managers to
self-identify resilience strategies at the building level and identify strategies to improve facility resilience. This tool will be developed and will be implemented in an on-line platform. The tool will be used to assess vulnerabilities of a facility and provide as set of recommendations to offer support generated through a report generator application. The consultant should ensure that typical hazards facing the affordable multifamily sector are sufficiently covered and that clear use cases for each tool are presented. ***Please note that Enterprise has created two property level resilience audit tools for other markets, which will be utilized as foundational materials for this project.

3. **Securing funding to implement the recommendations of the assessment:**
To ensure that property owners have the resources available to implement the recommendations found in the first two phases, the secured consultant, with Enterprise, will develop a guide to support affordable housing owners and portfolio managers in identifying and securing capital to implement their relevant resilience strategies. Enterprise will lead on this task, but will seek engagement from the consultant.

**Scope of Work and Deliverables**
Enterprise, with the City of Miami, seeks a contractor to develop Resilience Audit tools to enable affordable housing owners and portfolio managers to identify resilience strategies at the portfolio and property level through site assessments.

1. With Enterprise and the City of Miami, *co-develop overall program framework* to promote resiliency for multifamily housing:
   a. Priority hazards and associated vulnerabilities
   b. Portfolio and Property level audit tools to identify vulnerabilities
   c. Strategies to address identified vulnerabilities
   d. Strategies to fund/finance mitigation efforts

2. **Research and identify relevant strategies** associated with hazards pertinent to multifamily buildings in Miami, to guide the creation of audit tools to assess vulnerabilities to these hazards.

3. **Evaluate the Online Portfolio Audit Tool** created by Enterprise for inclusion of Miami-specific criterion. Engage with local partners such as the University of Miami to incorporate local tools and analysis. Develop training materials and guidance to enable self-guided use by property owners.
   a. Please note that we seek the Portfolio Audit Tool process to be finalized by July 31, 2020.

4. **Develop a Property-level Audit Tool** for affordable multifamily housing to help assess resilience needs in high priority buildings ascertained from an earlier assessment.
   a. Hazards should be pertinent to Miami
   b. Enterprise has developed property level resilience audit tools for NYC and DC, both of which can be used to inform the creation of the Miami tool.
c. Property level tool should be simple enough that housing owners with minimal building experience can conduct an independent audit to ascertain vulnerability to a variety of climate hazards in Miami.

d. The tool should generate a report, which both outlines the vulnerabilities and risks, as well as highlights actions and strategies to address these vulnerabilities.

e. Report needs to be generated from assessment via a commonly used platform such as Draw loop.

f. These tools will likely be Excel based for this iteration.

g. Enterprise will provide online access to these resilience audit tools, to ensure that multifamily building owners can use, self-direct and implement the portfolio and building resilience audits.

h. Please note that we seek Property Level Audit tools to be completed by 9/30/2020.

5. Support Enterprise in development of a guide to support property owners in securing capital to implement recommendations of the audits:

   a. To ensure that project teams have the resources available to implement the recommendations found in the first two phases, the third component of this effort will be a guide for affordable housing owners and portfolio managers in identifying and securing capital to implement their relevant resilience strategies.

   b. Enterprise will lead the development of this tool, but will look to the engaged consultant(s) to provide support through sharing of financing mechanisms and strategies.

   c. This activity is anticipated to occur in Q3 2020.

   d. Attend minimum of one meeting with an external advisory committee the city of Miami and Enterprise will convene to inform the tool. Provide cost for virtual attendance versus in person.

6. Training on Resilience Audit Tools:

   a. Develop train the trainer materials to train local contractors and housing owners in how to administer the audit tools. These contracts will be identified to assist owners and operators with implementing the audits if assistance is required. Materials are expected to include PowerPoint and written guidelines/instructions as a “facilitator’s guide”.

   b. With Enterprise, deliver contracting training; up to 2 contractor trainings will be offered in person in Miami.

   c. Develop training materials to guide property owners in utilizing the audit tools. Materials are expected to include a PowerPoint which can be delivered via webinar or in person, as well as written guidelines/instructions to accompany the tool.

   d. With Enterprise, selected/trained contractors, and the City of Miami, deliver 4 webinars to property owners and portfolio managers to provide an overview of the audit tools and guidance on implementation.

   e. Contractor training is anticipated to occur in January 2021; property owner/manager training is expected to occur in Q4 2020 – Q1 2021.
Budget
1. This budget is anticipated to be fixed price.

Proposal Materials
PROPOSALS MUST BE SUBMITTED IN SLIDEROOM.

Responses should include the following materials:

1. 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).
2. Small, Minority and Women’s Business Enterprises – Please indicate in your response which of the following apply:
   - 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

3. Qualifications to include the contractor’s qualifications to conduct the scope of work. Specifically, please address your experience in the following areas:
   - Tool development: please provide two past examples relevant to this RFP and describe the process your firm has previously used to successfully develop these tools. Include how the tool was developed and its purpose, intended users, your organization’s role in the project, and how the effectiveness of the tools was gauged.
   - Resilience and Mitigation
   - Affordable residential multifamily housing

4. Narrative of no more than 5 pages outlining your proposed approach, including:
   - Description of general approach to development and anticipated timeline
   - Data sources you would use to develop these tools
   - Your approach to evaluating property risk as a result of multiple potential hazards, and considering a variety of building systems, construction methodologies, climate regions, and levels of expertise of end users.
   - How you consider vulnerability of residents and the surrounding community
     i. Include social vulnerability of portfolio residents, vulnerability of the built environment, and susceptibility to specific hazards.
   - How you will engage local consultants, contractors and experts in your work.
   - What kind of final format would you expect to deliver this tool in? Describe the
anticipated deliverable and your expectations of how tool user will interface with it.

- A timeline for the activities – please note key deliverable dates in the SOW above.
  i. Milestones and deliverables tied to activities.
- A detailed budget for each task, along with proposed payment schedule tied to project milestones or deliverables.
- Approach to project management/communication of project status
- Approach to quality assurance

5. Labor Rate or Price Listing of all rates for all individuals who will work on the project (if applicable).

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

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

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

Selection Criteria
Consultants will be evaluated on the following characteristics:

a. Qualifications – 20%
  - The contractor has the qualifications necessary to successfully complete the scope of work.
  - The contractor has prior experience previously developing effective tools relevant to the subject of this RFP.
  - The contractor has prior experience working with similar organizations.
  - The contractor has experience in or knowledge of the Miami area and associated hazards.
  - Or other Qualification criteria identified in Proposal Materials Section.

b. Approach – 20%
  - The proposal demonstrates an understanding of the project objectives and desired results.
  - Proposal details a tool that is accessible to a variety of users, and describes significant impact.
  - The proposal illustrates an approach to the scope of work that will likely lead to successful results.
  - Technical content is sound and grounded in scientific data.
  - The proposal illustrates the contractor’s ability to successfully execute the proposed approach.

c. Work Plan - 20%
  - The proposal adequately details project activities and milestones, or deliverables,
associated with each stage of the scope of work.

• The proposal includes a detailed timeline.
• The work can be completed within the required project timeline.

d. Experience and Past Performance— 20%

• Demonstrated expertise as evidenced by professional certifications, accreditations, or industry recognition.
• Quality of submitted work samples.
• Past relevant experience and performance of similar projects.

e. Budget – 20%

• The proposal includes a detailed budget for each stage of the scope of work.
• 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 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 Monday, April 13th, 2020 at 11:59 PM ET in SlideRoom.

Inquiries concerning this RFP should be directed to Sara Haas, at shaas@enterprisecommunity.org no later than Thursday, April 9th at 5 PM ET.

**Proposals must be submitted in SlideRoom by clicking here:** SlideRoom. **Proposals will only be accepted via SlideRoom.**

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.

**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
RFP Q&A Webinar: Wednesday, March 25th, 2020 at 12:00 PM ET.

Proposals Due: by Monday, April 13th, 2020 at 11:59 PM ET in SlideRoom.

Proposal Review Period: April 13th, 2020 – April 30th, 2020 (anticipated)

Decisions Shared with Applicants: Week of April 30th, 2020 (anticipated)

Work to begin: May 2020

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:

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
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 THESE REQUIREMENTS.** 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.

Effective 06/06/2016
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.