



**REQUEST FOR PROPOSAL  
CLOUDBURST CONSULTING GROUP, INC.**

**DATE ISSUED- 8/31/2011    DATE RESPONSE DUE- 09/09/2011**

**REQUEST FOR PROPOSAL (RFP) NO: CDBG01**

**TITLE: CDBG 2009 CD-TA RFP #CDBG01**

**FUNDING RANGE:**

- Under \$100,000**
- Over \$100,000 but less than \$300,000
- Over \$300,000 but less than \$500,000
- Over \$500,000 but less than \$700,000
- Over \$700,000 but less than \$1,000,000
- Over \$1,000,000

**Contract Type:** It is anticipated that an Indefinite Delivery Indefinite Quantity (IDIQ) Contract will be issued. This contract will have no minimum dollar value. It is anticipated that Time & Materials task orders will be issued for specific training activities. Cloudburst Consulting Group, Inc. (hereinafter referred to as “Cloudburst”) may make awards to multiple contractors and/or consultants (hereinafter referred to collectively as “contractors”), but reserves the right to make an award to a single contractor. It should be noted, however, that because of the demand driven nature of the CDBG HUD program, there is no guaranty of work with Indefinite Quantity Contracts.

**I. STATEMENT OF WORK**

**(1) Background**

This RFP is to request proposals from contractors interested in joining the Cloudburst team in implementing Cloudburst’s 2009 national award from the U.S. Department of Housing and Urban Development’s (HUD) Community Development Technical Assistance Grant for the Community Development Block Grant (CDBG) Program, i.e. CDBG 09 CD-TA.

As part of this award, HUD’s Office of Block Group Assistance has identified several priority areas that promote CDBG grantees’ ability to effectively manage their programs and comply with CDBG and Federal regulations, report accomplishments, promote energy efficiency, and use CDBG the Section 108 program for economic development.

To address these priority areas, Cloudburst will provide training and technical assistance to state and entitlement community staff throughout the country.



## (2) Program Objectives

Cloudburst is seeking contractor(s) to deliver a wide range of CDBG trainings. Training topics, and a representative list of subject matter, are as follows:

- Effective Management of CDBG Subrecipients
  - Developing strong subrecipient agreements
  - Types of activities subrecipients should carry out
  - Improving performance through training and technical assistance
  - Developing reliable systems and procedures for tracking performance
  - Monitoring
- The Economic Development Toolkit (using CDBG to promote economic development)
  - CDBG eligibility activity and national objective
  - Microenterprise development
  - Financing large scale commercial projects
  - Financial underwriting
  - Public benefit standards
  - Section 108 Loan Guarantee financing
  - Monitoring
- The Section 108 Loan Guarantee Program (using Section 108 to promote economic development)
  - Community development finance basics
  - Project reasonableness
  - Debt, equity, and gap financing
  - Section 108 application process
  - Special economic development
  - Negotiating a deal that meets underwriting standards
  - CDBG Eligible Activity and National Objective
  - Monitoring

## (3) Detailed Technical Requirements

Contractors may be chosen to conduct one or more of the above trainings between September 12, 2011 and August 31, 2013. Each training will be 2 or 2.5 days long, and will be staffed by two trainers. Trainings will be held throughout the country in locations such as Atlanta, Chicago, Boston, Denver, Fort Worth, Newark, Philadelphia, Saint Louis, San Francisco, Seattle, and Tampa.

Contractors will deliver power point slides, facilitate in-class exercises, and answer participant questions about the materials. In addition, Contractors will review and set up the training and registration materials at each location and mail evaluations and supplies back to Cloudburst. A sample training schedule/agenda is attached (see Attachment A).

## (4) Reporting schedule

Contractors may be asked to submit a brief summary report of the training, providing an overall discussion of the training, any problems that occurred, and any suggested changes to the training slides and/or materials. A template may be provided.



## II. TERMS AND CONDITIONS

Please see Attachment B “Sample Contract” and Attachment C “Sample Consulting Agreement” which includes terms and conditions with which the awardee(s) must comply. In addition, the awardee(s) will comply with the following:

### Administrative Requirements

For non-profits, awards will be governed by:

- 24 CFR part 84 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations;
- 2 CFR part 215 (also known as OMB Circular A-110); and
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

For state and local governments, awards will be governed by:

- 24 CFR part 85 Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments; and
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

For commercial/for-profit awardees, awards will be governed by:

- 24 CFR part 84 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (HUD as the federal awarding agency applies part 84 to for-profits);
- 2 CFR part 215 (also known as OMB Circular A-110); and
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (HUD’s audit requirements for commercial/for-profit recipients are covered by A-133).

### Allowable Costs

The allowability, allocability, and reasonableness of costs incurred in the performance of this award will be determined in accordance with applicable federal cost principles as follows:

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87 2 CFR part 225
Cost Principles for Non-profit Organizations	OMB Circular A-122 2 CFR part 230
Cost Principles for Educational Institutions	OMB Circular A-21
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations 48 CFR part 31.2

## III. PERIOD OF PERFORMANCE

All work shall be completed by August 31, 2013. Funding will be provided for the entire project.

## IV. SPECIAL CLEARANCES

No special clearances will be needed.



## V. EVALUATION CRITERIA

This contract shall be awarded to the offeror whose proposal is considered to be the most advantageous to Cloudburst, price and other factors (identified below) considered. Technical Factors will be more important than cost in this evaluation. However, it is not the practice of Cloudburst to make an award at a significantly higher overall cost to Cloudburst to achieve only slightly superior technical performance.

### Technical Evaluation

Technical evaluations for this RFP are as follows:

<u>Criteria</u>	<u>Value of Criteria</u>
A. Technical Approach and Experience	<u>75</u>
B. Cost	<u>25</u>

#### A. Technical Approach and Experience:

It is anticipated that this activity will require the availability of 1 to 4 contractors for approximately 3 to 7 training sessions to be held during the period of performance.

Offerors are to provide a list of qualified personnel to provide the services required for this contract including, but not limited to

- o Title, level of education, and years of related experience
- o Experience conducting previous national and/or local training and technical assistance related to CDBG subrecipient management, CDBG economic development, and the Section 108 Loan Guarantee Program, including a description of the types of training and technical assistance delivered
- o Any application outcome or evaluation information for the training and/or technical assistance delivered

The list of qualified personnel can be in a “brief biography” or similar format.

This criterion will be also evaluated according to the soundness, practicality, and feasibility of the offeror’s cost (as detailed immediately below) for this contract.

The total page limit of this section (not including resumes and references) shall be no more than three (3) single spaced pages in size 12 font.

#### B. Cost:

Offerors shall provide the following cost data:

- o Hourly labor rate for each qualified personnel presented (labor only, unburdened)
- o Any overhead of general administrative costs associated with labor costs. Organizations must supply a copy of its Negotiated Indirect Cost Rate with the U.S. Government; if no such Agreement exists, Cloudburst reserve the right to view and evaluate previous paid invoices to verify such indirect cost rates. Any indirect cost or rates or other labor-related costs proposed by Consultants may be evaluated similarly.



An analysis of the cost proposal shall be conducted to determine the reasonableness of the proposal.

This criterion will be also evaluated according to the soundness, practicality, and feasibility of the offeror's technical approach and experience.

## VI. INSTRUCTIONS TO CONTRACTORS

**Required Statements:** The proposal should indicate that the proposal is valid for a period of 60 days and include a brief statement indicating current or future commitments during the proposed performance period and what impact the commitments might have on performance if awarded.

Each proposal shall be submitted via electronic mail (e-mail) by midnight EST/EDT of the day specified for receipt. Proposals shall be sent via MS Word (version 9.0 or lower), and business proposals shall be submitted using MS Excel software (version 7.0 or lower). .pdf files are acceptable. In order to insure all pages of the proposal are included in the evaluation, we request that the footer include the company name; RFP number, and Page # of # Pages.

In the event there are electronic transmission problems, the following steps shall be taken:

- Cloudburst receives the electronic file timely, but cannot access it. Contractor will be contacted and may fax in the portions that cannot be accessed.
- Contractor sends electronic file, but receives error message indicating e-mail problems at Cloudburst. Fax in a cover sheet indicating transmission difficulties, and Cloudburst will contact the Contractor to arrange an alternate method of submission.
- Contractors are requested not to fax entire proposals to Cloudburst. Facsimile submission should only be used after contacting the Contract Specialist.

All proposals shall be e-mailed to the following address: [denise.lomuntad@cloudburstgroup.com](mailto:denise.lomuntad@cloudburstgroup.com)

Cloudburst shall not pay any cost for the preparation and submission of proposals submitted in response to this RFP. All communications concerning this project prior to the award of a contract under this RFP shall be with the Contracting Officer or the Project Officer. Communications with unauthorized individuals concerning a specific RFP prior to award may jeopardize your eligibility for award.

False statements or claims intentionally made in an application constitute grounds for denial or termination of an award, and may lead to penalties or prosecution as provided in 18 U.S.C. 1001.

Potential offerors may raise a question in writing prior to **September 6, 2011**. Questions should be via e-mail to [denise.lomuntad@cloudburstgroup.com](mailto:denise.lomuntad@cloudburstgroup.com). Cloudburst will respond via public notice ([www.cloudburstgroup.com](http://www.cloudburstgroup.com)) to all offerors.



The  
Cloudburst  
Group

**PROJECT OFFICER:**

Jon Kunz

Project Manager

Cloudburst Consulting Group, Inc.

8100 Corporate Drive, Suite 320

Landover, MD 20785-2231

(231) 228-7016 *direct*

(301) 918-4400 *main office*

(301) 918-4900 *fax*

**CONTRACT OFFICER:**

Denise Lomuntad

Sr. Contracts Manager

Cloudburst Consulting Group, Inc.

8100 Corporate Drive, Suite 320

Landover, MD 20785-2231

(301) 412-9229 *direct*

(301) 918-4400 *main office*

(301) 918-4900 *fax*



**ATTACHMENT A**  
**SAMPLE TRAINING AGENDAS**

**CDBG Subrecipient Management**

Day 1:

Overview

The Planning and Selection Process

Subrecipient Agreements

Day 2:

Improving Performance through TA, Training and Monitoring

Systems and Procedures for Tracking Performance

**Economic Development Toolkit**

Day 1:

CDBG Foundations

Small Business Development

Job Training and Other Public Services

Large-Scale Commercial Development



Day 2:

Infrastructure

Economic Development Strategies

Revitalization Strategy Areas

Financing Economic Development

Underwriting

Day 3 (half day)

Section 108 Loan Guarantee Program

Program Administration

**Section 108 Loan Guarantee Program**

Day 1:

Community Development Finance Basics

Section 108 Basics

Day 2:

Applying Underwriting Guidelines: Real Estate and Business

Special Considerations



**ATTACHMENT B**  
**SAMPLE CONTRACT**

**CONTRACT AGREEMENT**

<b>CONTRACTOR:</b>	<b>CONTRACT AGREEMENT NAME:</b>
<b>ADDRESS:</b>	<b>TYPE: IDIQ w/Labor Hour and/or T&amp;M Task Orders</b>
<b>Federal ID #:</b>	<b>CEILING VALUE NOT TO EXCEED: TBD by individual TO</b>
<b>Business Status:</b>	<b>PERIOD OF PERFORMANCE: Base Period: As defined in Article 1.3 as modified.</b>

**INTRODUCTION**

This Contract Agreement, effective as of DATE, is made between Cloudburst Consulting Group, Inc. (hereinafter known as “Cloudburst”), and COMPANY NAME (hereinafter known as “CONTRACTOR”). The effort to be performed by the CONTRACTOR under this Contract “work” will be part of Cloudburst’s prime contracts issued by various government and/or private clients (hereinafter known as “Client”). The Work, defined in Part 5.0 (Statement of Work) will be performed on as directed by each individual task order, in accordance with the terms and conditions of this Contract, and any and all attachments and modifications hereto.

This Contract Agreement consists of this signature page and the following sections marked with an X:

<u>  X  </u> Part 1.0, Schedule	<u>      </u> Part 4.0, Supplemental Provisions
<u>  X  </u> Part 2.0, General Provisions	<u>  X  </u> Part 5.0, Statement of Work
<u>  X  </u> Part 3.0, Government Provisions	<u>  X  </u> Part 6.0, Budget

**EACH PARTY ACKNOWLEDGES HAVING READ THIS ENTIRE CONTRACT AGREEMENT AND WITH THE FULL POWER AND AUTHORITY TO EXECUTE THIS CONTRACT, AGREES TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.**

<b>COMPANY NAME</b>		<b>Cloudburst Consulting Group, Inc.</b>	
<b>Signed:</b>		<b>Signed:</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Date:</b>		<b>Date:</b>	



## **PART 1.0 SCHEDULE**

### **ARTICLE 1.1 SCOPE OF WORK**

CONTRACTOR, as an independent contractor and not as an agent of Cloudburst, will furnish the necessary personnel, materials, services, equipment and facilities, and all other items necessary to accomplish all tasks specified in PART 5.0 of this Agreement.

### **ARTICLE 1.2 TYPE OF CONTRACT/FUNDING**

A. This is an indefinite delivery, indefinite quantity contract (IQC or IDIQ), utilizing either Fixed Labor Hour or Time and Materials type task orders.

A.1. Fixed Labor Hour task orders shall contain a fixed price consisting of fully loaded labor rates. These rates shall contain direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit. Fixed labor hour task orders may also provide for separately priced services or reports or other deliverables for which partial payments are authorized, or may provide for performance-based payments.

A.2. Time and Materials task orders shall contain a fixed price consisting of fully loaded labor rates plus any allowable and applicable materials. These rates shall contain direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit. Time and Materials task orders may also provide for separately priced services or reports or other deliverables for which partial payments are authorized, or may provide for performance-based payments.

B. CONTRACTOR agrees to use its best efforts to perform all work and obligations under this Contract. Except as may be specified in a task order, payments to the CONTRACTOR by Cloudburst shall be in U.S. dollars.

**C. At no time shall labor or other direct costs be reimbursed in excess of the task order ceiling amount except by formal written modification to the task order.**

### **ARTICLE 1.3 PERIOD OF PERFORMANCE**

A. The period of performance for completion of work described in PART 5.0 begins on START DATE and continues through END DATE. **At no time shall work take place or be reimbursed outside this period of performance except by formal written modification to this Contract Agreement.**

### **ARTICLE 1.4 LIMITATION OF FUNDS/COSTS**

N/A

### **ARTICLE 1.5 KEY PERSONNEL**

A. For purposes of this clause, "Key Personnel" is defined as those individuals who are mutually recognized by Cloudburst and the CONTRACTOR as essential to the successful completion and execution of this Contract and are specifically identified by name in the respective task order.



- B. Personnel designated as "Key Personnel" shall be assigned to the extent necessary for the timely completion of the Work. Any substitution or reassignment involving the CONTRACTOR's Key Personnel assigned to this work shall be made only with prior approval of Cloudburst, in writing.
- C. Cloudburst reserves the right to direct the removal and replacement of any Key Personnel assigned to this Contract.

The CONTRACTOR's Key Personnel are:

NAME	TITLE
N/A	

**ARTICLE 1.6 DESIGNATION OF CONTRACTUAL REPRESENTATIVES:**

The contract administrators for this Contract are as follows:

FOR CLOUDBURST:		FOR CONTRACTOR:
Denise F. Lomuntad	Name	
Sr. Contracts Manager	Title	
8100 Corporate Drive	Address	
Suite 320	Address	
Landover, MD 20785	Address	
301-412-9229	Phone #	
301.918.4900	Fax #	
<a href="mailto:denise.lomuntad@cloudburstgroup.com">denise.lomuntad@cloudburstgroup.com</a>	Email	

**ARTICLE 1.7 DESIGNATION OF TECHNICAL OFFICERS**

FOR CLOUDBURST:		FOR CONTRACTOR:
	Name	
	Title	
	Address	
	Address	
	Address	
	Phone #	
	Fax #	
	email	

**ARTICLE 1.8 PROGRESS REPORTS**

The CONTRACTOR shall participate in preparation of monthly project reports as requested and determined by the Cloudburst's Technical Officer. At a minimum, the reports may contain and cover the following:



- A. A brief description of the activity and objective.
- B. Scheduling information including the date the work was initiated, the estimated completion date, Percent completion of each deliverable.
- C. A brief description of the activities conducted during the reporting period.
- D. A discussion of any problems encountered or anticipated that might affect successful completion together with recommended solutions to such problems.
- E. Any other pertinent information as required by the Cloudburst's Technical Officer.

**ARTICLE 1.9        REPORTS AND DELIVERABLES**

- A. Deliverable requirements are as stipulated in this Contract, and as stipulated on each subsequent task order.
- B. All required deliverables for this Contract shall be delivered to the Technical Officer identified in Article 1.6. All required deliverables for subsequent task orders shall be delivered to the Technical Officer identified above, as well as the Technical Officer's designee identified on the subsequent task orders.
- C. The CONTRACTOR shall submit a monthly financial report to both the Cloudburst Contract Administrator and the Technical Officer within 7 days of the following month. The monthly financial report shall include the following information in the following format:

Task Order No.	Authorized Expend.	Actual Expend.	Balance	Est Compl. Date	Actual Compl. Date	Balance In Days +/-
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TOTAL

- D. All reports and other deliverables shall be in the English language, unless otherwise specified by Cloudburst or in a task order
- E. Notwithstanding any other payment provision of this Contract, failure of CONTRACTOR to submit required reports when due, or failure to perform or deliver required work, supplies, or services to the reasonable satisfaction of Cloudburst Technical Officer, will result in the withholding of payment under the Contract or subsequent task orders unless such failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.

\*\*\*FOR INSPECTION AND ACCEPTANCE OF DELIVERABLES SEE ARTICLE 2.5.



## **ARTICLE 1.10 SUBMISSION AND PAYMENT OF INVOICES**

All invoices will be on CONTRACTOR's letterhead. Invoices are to be submitted on a monthly basis to CLOUDBURST Accounts Payable Department ([ap@cloudburstgroup.com](mailto:ap@cloudburstgroup.com)). Accounts Payable will seek assurance of inspection and acceptance from the appropriate technical monitor (Project Director) who shall be identified on the invoice.

Any questions concerning the submission or payment of invoices should be directed to the contract administrator.

### **TASK ORDERS:**

All requests for payment must be broken down in the following manner for task orders:

TASK ORDER BUDGET (In hours)	CURRENT PERIOD	INCEPTION TO DATE	TASK ORDER BUDGET BALANCE
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LOE

- \*LOADED LABOR<sup>1</sup>
- \*MATERIALS
- \*TOTAL COSTS

- In dollars
- Requests for additional supporting documentation may be required as requested by Cloudburst's client

All CONTRACTOR invoices must include:

- CONTRACT AGREEMENT name
- Prime Contract number
- Invoice number
- Corresponding task order number
- Billing period
- Separate line items by task
- Any additional information specified in task order
- Other direct costs by cost category (if applicable)
- Predetermined billing arrangement (if applicable)
- Current and cumulative charges for each line item (if applicable)
- Identification of the Technical Monitor
- The following certification:

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<sup>1</sup> Labor plus fringe



“I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with the Contract.”

Except as noted in PART 2.0 ARTICLE 2.10, CONTRACTOR agrees that it shall be paid **within seven (7) days of Cloudburst receiving payment from the client**. Cloudburst shall promptly notify CONTRACTOR of its intention to suspend payment of any portion of any invoice submission. Cloudburst will promptly notify CONTRACTOR of any disallowances by Client of said deliverables.

If Cloudburst’s action or inaction directly results in non-receipt of payment by CONTRACTOR for the total amount of an invoice within 30 days of the due date for such invoice, interest compounded at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law if lower, shall thereafter be added to all amounts unpaid and outstanding. If Cloudburst’s action or inaction directly results in non-receipt of payment by CONTRACTOR, CONTRACTOR shall have the right exercisable in CONTRACTOR’s sole discretion, in addition to its other rights and remedies, to cease further performance of any or ally services provided under this Contract or a task order issued hereunder.

**\*\*\*END OF PART 1.0\*\*\***



## **PART 2.0 GENERAL PROVISIONS**

### **ARTICLE 2.1 PRIVACY**

This Contract is funded in whole or in part with funds from the United States Government. Neither the Government nor any of its departments, agencies, or employees is or will be a party to this Contract or any lower-tier Contracts.

No privity between the Client and CONTRACTOR is established by this Contract. All communications regarding this Contract must be directed to Cloudburst and not to Client.

### **ARTICLE 2.2 CONTRACTOR RELATIONSHIP**

The relationship of CONTRACTOR to Cloudburst is that of an independent contractor, and nothing in this Contract shall be construed as creating any other relationship. As such, CONTRACTOR shall comply with all laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to, responsibility for all applicable federal and state income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for CONTRACTOR protection in connect with work performed under this Agreement. Neither CONTRACTOR nor anyone employed by it shall be represented, act, purport to act, or be deemed to be an agent, representative, employee, or servant of Cloudburst.

### **ARTICLE 2.3 CHANGES**

The Cloudburst Contract Administrator is the authority empowered to approve changes (after completed negotiations with the CONTRACTOR) in any of the requirements under this Contract. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and Contract terms and conditions. If the CONTRACTOR effects any changes at the direction of any other person other than the Cloudburst Contract Administrator, the change will be considered to have been made without authority unless the power to effect such changes had been explicitly delegated, in advance, to another individual by the Cloudburst Contract Administrator.

Failure by the CONTRACTOR to report to the Cloudburst Contract Administrator any action by Cloudburst considered to be a change under FAR 52.243-2, *Changes—Changes – Cost Reimbursement* and FAR 52.243-2 ALT I, *Changes – Cost Reimbursement – Alternate*. For the purposes of FAR 52.243-7, *Notification of Changes*, the number of days within which the CONTRACTOR is to notify Cloudburst is 10 days. Failure to agree to any adjustment shall be a dispute subject to Article 2.12 of this Contract.

### **ARTICLE 2.4 TECHNICAL DIRECTIONS**

- A. The Cloudburst Technical Officer does not have the authority to direct the CONTRACTOR to make changes in scope, period(s) of performance, places(s) of performance, cost, funding, or any other express Provision of this Contract. All matters affecting the terms of this Contract and the administration thereof shall be referred to the Cloudburst Contract Administrator. Any changes to the provision of this Contract must be made by written modification in accordance with the Contract Changes and Modifications Provision of this Contract.
- B. When, in the opinion of CONTRACTOR, technical direction calls for effort outside the scope of the Statement of Work, CONTRACTOR shall so notify Cloudburst Contract Administrator and



the originator of the technical direction in writing in a timely fashion, in accordance with the notification requirements of Article 2.3 above. No action shall be taken by CONTRACTOR with respect to such technical direction until the matter is resolved. Any effort undertaken by CONTRACTOR pursuant to oral instructions or technical directions issued other than in accord with the provision shall be at CONTRACTOR's risk of performing work outside the scope of this Contract and not being eligible for payment of the costs incurred.

- C. All work under this Contract is subject to final acceptance by Cloudburst's Technical Officer. If any of the services performed do not conform to the Contract requirements, Cloudburst may require the CONTRACTOR to perform the services again in conformity with the Contract requirements.

#### **ARTICLE 2.5 INSPECTION AND ACCEPTANCE**

- A. Where the Client is the U.S. Government or any state or local government, Cloudburst's acceptance of the Work shall be deemed to have occurred upon successful completion of testing and acceptance of the same by Client.
- B. In all other instances, Cloudburst's acceptance of the Work shall be deemed to have occurred upon successful completion of inspection and testing by Cloudburst's Technical Officer specified in Part 1.0, ARTICLE 1.7, of this Contract.
- C. Inspection shall be made in accordance with, and the Technical Officer may perform any tests necessary to demonstrate compliance with, the requirements of Part 5.0, "Statement of Work," and specifications contained in all documentation accompanying any articles furnished. CONTRACTOR shall facilitate performance of such tests.

#### **ARTICLE 2.6 NOTICES**

Any notice and similar communications concerning this Agreement ("Notice") shall be in writing, and shall be either (i) delivered in person, or (ii) sent to the other party by certified mail with return receipt requested or by facsimile, electronically confirmed and followed up immediately by regular mail. Notices shall be delivered or sent to the parties' respective addresses set forth in Article 1.6 or to such other address as either party may hereafter establish by notice given in the manner prescribed in this paragraph. A Notice shall be considered given when delivered.

#### **ARTICLE 2.7 WARRANTY**

- A. CONTRACTOR warrants that the services provided under this Contract shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Cloudburst has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming services and correct the non-conforming deliverables to conform to this standard; or (2) refund to Cloudburst that portion of the payment received by CONTRACTOR attributable to the non-conforming services and/or deliverables. No warranty claim shall be effective unless Cloudburst has delivered to CONTRACTOR written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming services or tender of the



non-conforming deliverables. The remedy set forth in this section 2.7.A is the sole and exclusive remedy for breach of the foregoing warranty

- B. CONTRACTOR specifically disclaims any other express or implied standards, guarantees, or warranties, including any warranties of merchantability, fitness for a particular purpose OR NON-INFRINGEMENT, AND any warranties that may be alleged to arise as a result of custom or usage, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, or functionality of the Customer's hardware, software, firmware, or computer systems.
- C. Cloudburst represents and warrants to CONTRACTOR that Cloudburst has the right to use and furnish to CONTRACTOR for CONTRACTOR's use in connection with this Contract any information, specifications, data or Intellectual Property that Cloudburst has provided or will provide to CONTRACTOR in order for CONTRACTOR to perform the services and to create the deliverables identified in this Contract and any task order issued hereunder.

#### **ARTICLE 2.8 UNITED STATES EXECUTIVE ORDER 13224 – ANTI TERRORISM**

The CONTRACTOR is reminded that U.S. Executive Orders and U.S. Law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the CONTRACTOR to ensure compliance with these Executive Orders and laws. This provision must be included in all Contracts and will flow down into task orders issued under this Contract. A list of individuals and organizational names that are the subject of this Executive Order can be found at the web site of the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury. The address of this web site is <http://treasury.gov/ofac>.

#### **ARTICLE 2.9 DEBARMENT AND SUSPENSION**

In accepting this Contract, the CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Any change in the debarred or suspended status of the CONTRACTOR during the life to this Contract must be reported immediately to Cloudburst. The CONTRACTOR agrees to incorporate the Debarment and Suspension certification into any Contract that they may enter into as part of this Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities. If the CONTRACTOR is unable to certify to any of the statements in this certification, the CONTRACTOR shall attach an explanation to this Contract.

#### **ARTICLE 2.10 FINAL PAYMENT AND QUICK CLOSEOUT**

- A. CONTRACTOR's final invoice and release and assignment shall be submitted to Cloudburst within 90 days following completion of the period of performance.
- B. Payment of final invoice will be withheld pending:
- completion and acceptance by Cloudburst and Client of all work performed under Statement of Work



**The  
Cloudburst  
Group**

- completion of CONTRACTOR's Release and Assignment Form, including patent/invention report, and property report (if applicable); and
- submission of all required Administrative and Technical Reports.

#### **ARTICLE 2.11 INTENTIONALLY LEFT BLANK**

#### **ARTICLE 2.12 GOVERNING LAW AND DISPUTES**

- A. This Contract shall be governed by the laws of the State of Maryland, with the exception of its conflicts of laws provisions, and all controversies or disputes arising out of this Contract Agreement shall be heard in the 7<sup>th</sup> Circuit Court of State of Maryland or the U. S. District Court for the District of Maryland. In the course of performance hereunder, the parties shall comply with all applicable local, state and federal laws and regulations.
- B. Cost of arbitration shall be borne by the parties to the CONTRACT in such proportions as the court decides. The court shall have the authority to decide any questions of fact or law necessary to resolve the controversy between the parties regarding the Contract. However, the CONTRACTOR agrees that they may not be awarded punitive damages, or damages for pain and suffering, emotional distress, humiliation, or any damages except those of fact or law. The decision of the court shall be binding on the parties to this Contract.

#### **ARTICLE 2.13 GOVERNMENT PRIME AGREEMENT CLAUSES & PROVISIONS**

The CONTRACTOR shall perform the Services in accordance with 24CFR84. CONTRACTOR's attention is specifically directed to the list of applicable Contract Provisions as directed by 24CFR84 Appendix A in PART 3.0. These clauses are attached hereto and incorporated herein by reference.

#### **ARTICLE 2.14 CONSULTANTS/LOWER TIER CONTRACTORS**

CONTRACTOR shall not obtain the services of consultants or lower-tier Contractors without the prior written approval of Cloudburst Contract Administrator. CONTRACTOR shall furnish to Cloudburst information concerning the need for such services and the reasonableness of the fees or costs to be paid any consultant or lower-tier CONTRACTOR. A copy of any proposed lower-tier Contract must accompany the request for approval.

#### **ARTICLE 2.15 WORKING FILES**

CONTRACTOR shall maintain accurate working files of all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Contract. CONTRACTOR shall provide any nonproprietary information contained in its working files upon request of the Cloudburst Contract Administrator.

#### **ARTICLE 2.16 RECORD KEEPING AND ACCESS**

The CONTRACTOR shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct costs and applicable indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the Government. The CONTRACTOR shall retain all such records concerning this Contract for a period of three (3) years after the completion of the Contract.



If any litigation, claim or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

#### **ARTICLE 2.17 CONFLICT OF INTEREST**

CONTRACTOR represents that there is no conflict of interest between CONTRACTOR's performance of this Contract and CONTRACTOR's performance under any other contract, Contract or agreement to which it is now a party, or intends to become a party to in the future. In the event that CONTRACTOR believes that there is any such conflict, or any such conflict arises during the term of this Contract or extension thereof, it will advise Cloudburst Contract Administrator in writing immediately.

#### **ARTICLE 2.18 PUBLICITY AND RELEASE OF INFORMATION**

CONTRACTOR and Cloudburst mutually agree not to use the other party's name or make reference to the other party or any of its employees in publications, news releases, advertising, or publicity purposes of any form related to this work or data developed hereunder, unless such materials have received prior written approval of the other party. Approvals shall not be unreasonably withheld. Notwithstanding the foregoing, both parties may use the other's party's name with respect to past performances.

Use of either party's name may be made in project deliverables, internal documents, annual reports, and data bases which are available to the public and which identify the existence of the project by title, sponsor, period of funding, amount of award and abstract of the project.

CONTRACTOR and Cloudburst shall not use or duplicate any proprietary information including trade secrets belonging to or supplied by the other party, except in the performance of services or work under this Agreement.

#### **ARTICLE 2.19 SECURITIES TRADING**

To the extent that CONTRACTOR receives material, private information about any company, LLC, or other business entity, in the course of performing this Contract, CONTRACTOR or any of its personnel, agents, or consultants will not disclose that information to any person, and shall refrain from making any transaction that will create a gain or diminish a loss from any security issued by that company until the information becomes public.

#### **ARTICLE 2.20 EQUAL EMPLOYMENT OPPORTUNITY**

In connection with this Contract, the CONTRACTOR agrees to comply with all applicable labor laws.

#### **ARTICLE 2.21 DATA RIGHTS AND INTELLECTUAL PROPERTY**

Subject to the rights of the Government, CONTRACTOR shall retain all rights, title, and interest in and to all intellectual property conceived or reduced to practice in the conduct of the research project during the term of this Agreement by CONTRACTOR personnel ("CONTRACTOR Intellectual Property"). Conversely, Cloudburst also retains all rights, title, and interest in and to all intellectual property conceived or reduced to practice in the conduct of the research project during the term of this Agreement by Cloudburst personnel ("Cloudburst Intellectual Property"). The rights, title, and interest in any intellectual property jointly conceived or reduced to practice in the conduct of the research project during the term of this Agreement by CONTRACTOR and Cloudburst personnel ("Joint Property") shall be retained jointly by CONTRACTOR and Cloudburst, and such joint ownership shall be determined in accordance with appropriate U.S. laws.



Each party will give appropriate attribution to the other party, including listing the names of authors, on any products resulting from this Contract.

CONTRACTOR agrees that it will not publish, have published or otherwise disseminate any information of whatever nature resulting from the work being performed under this Agreement except as may be approved by the Technical Officer or Contract Administrator provided, however, that CONTRACTOR may for internal use only and without the approval of Cloudburst disseminate such information within its own organization on a “need-to-know” basis.

Neither party shall not use or duplicate any proprietary information including trade secrets belonging to or supplied by the other party under this Contract except as authorized by the disclosing party.

Any program, document, data or information supplied by CONTRACTOR to Client through Cloudburst may be used, copied or disclosed by Client as necessary in the normal course of its business, notwithstanding any copyright of CONTRACTOR in such materials and notwithstanding any notices or legends appearing thereon.

#### **ARTICLE 2.22 INTENTIONALLY LEFT BLANK**

#### **ARTICLE 2.23 STOP WORK**

In the event that the Government issues a “Stop Work” order to Cloudburst for the Scope of Work or parts of the Scope of Work under this Agreement and Cloudburst must issue a “Stop Work” order under this Contract, the notification will be done in accordance with FAR clause entitled “Stop Work Order” incorporated in PART 3.0.

#### **ARTICLE 2.24 TERMINATION**

A. Cloudburst may terminate this Contract, in whole or in part, for default based upon any of the following default conditions: (i) CONTRACTOR fails to fulfill any of its obligations hereunder; (ii) CONTRACTOR fails to provide written assurances of performance after such assurances are requested by Cloudburst, (iii) the cessation of CONTRACTOR’s operations in the normal course of business; or (iv) insolvency of CONTRACTOR or the entering into or filing by or against the CONTRACTOR of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the CONTRACTOR, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the CONTRACTOR.

B. Prior to termination for default under any conditions, Cloudburst shall notify CONTRACTOR in writing of the default condition and shall allow CONTRACTOR ten (10) calendar days within which to affect a cure. If the condition is cured within the allowed period, this Contract shall remain in full force and effect. If the default condition remains uncured beyond the allowed period, Cloudburst may terminate this Contract, in whole or in part by written notice of termination to the CONTRACTOR.

C. Cloudburst reserves the right to terminate this Contract, or any part hereof, for its sole convenience, when and only to the extent, Cloudburst is directed by the Government client to terminate such associated Contract. If Cloudburst terminates this Agreement for its convenience, Cloudburst shall be liable for payment for all services rendered and costs incurred up to the effective date of termination. Any



provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement. The termination of any particular Task Order will not affect the parties' respective rights, duties, and obligations under any other Task Orders then in effect.

D. All notices of termination shall minimally state the basis for termination, and the date upon which such termination will become effective.

E. Upon termination of this Contract for any reason, and except as otherwise directed by Cloudburst, CONTRACTOR shall: (i) stop work under this Contract on the date and to the extent specified in the notice of termination, (ii) terminate all orders and lower tier Contracts to the extent that they relate to the performance of any work terminated by the notice of termination, and (iii) transfer all work in progress which is included in the terminated work to Cloudburst.

F. Notwithstanding Part B of Article 2.24 above, in the event that Cloudburst must terminate this Contract, the termination shall be done in accordance with the FAR Termination Clause incorporated herein.

G. If failure or delay of performance resulting from a condition of force majeure, as defined by Article 2.36 below, continues for more than 30 days, or if the affected party is unable to provide, upon request, immediate written assurances that performance will be tendered within a reasonable period of time following initial occurrence of the force majeure condition, the other party may terminate this Contract, in whole or in part, for convenience in accordance with the provisions of this Article 2.24, Termination.

## **ARTICLE 2.25 INDEMNIFICATION**

Cloudburst and CONTRACTOR shall indemnify and hold each other harmless against all liability or loss, demands, suits, damages and against all claims or actions, fines or judgments (including costs, attorneys' and witnesses' fees and expenses incident thereto, provided such costs are actual, reasonable and necessary) arising directly from damage, or injury (including death) to persons or property caused by the negligent acts or omissions of either party in connection with the performance of its obligations under this Contract. The remedies available to Cloudburst are Cloudburst's exclusive remedies, and in no event shall the liability of CONTRACTOR, its affiliates, employees, officers or directors, whether in contract, warranty or tort (including negligence and strict liability) or otherwise for the performance or breach of the Contract or anything done in connection therewith exceed in the aggregate the net amounts paid to CONTRACTOR hereunder. Further, in no event shall CONTRACTOR, its affiliates or employees be liable to Cloudburst for any special, indirect, or consequential damages of any nature

Cloudburst shall promptly notify CONTRACTOR of any claim against Cloudburst which is covered by this indemnification provision and shall authorize representatives to settle or defend any such claim or suit and to represent Cloudburst in such litigation.

## **ARTICLE 2.26 INFRINGEMENT INDEMNITY**

CONTRACTOR shall defend at its expense, any suit against Cloudburst or Client based on a claim that that any item furnished by CONTRACTOR under this Contract or the normal use of sale thereof knowingly infringes any U.S. Letters patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that CONTRACTOR is notified in writing of the suit and given



authority, information, and assistance at CONTRACTOR's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, CONTRACTOR, at no expense to Cloudburst, shall obtain for Cloudburst and Client the right to use and sell said item or shall substitute an equivalent item reasonably acceptable to Cloudburst and extend this patent indemnity thereto.

#### **ARTICLE 2.27 LITIGATION**

CONTRACTOR shall provide written notice to Cloudburst of any litigation that relates to the services directly or indirectly financed under this Contract Agreement or that has the potential to impair the ability of the CONTRACTOR to fulfill the terms and conditions of this Contract Agreement, including but not limited to financial, legal or any other situation which may prevent the CONTRACTOR from meeting its obligations under this Contract Agreement.

The CONTRACTOR shall provide written notice to Cloudburst of any final decision by any tribunal or state or federal agency or court which is adverse to the CONTRACTOR which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the CONTRACTOR or its employee or agent under the Americans with Disability Act of 1990, and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

#### **ARTICLE 2.28 INSURANCE**

Upon execution of the Contract, the CONTRACTOR shall maintain and also require that any lower-tier contractor shall maintain throughout this Contract the following insurances at, or in excess of, the limits detailed below.

- Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the CONTRACTOR or of any of its employees, agents, or lower-tier contractors, with \$1,000,000 combined single limits.

#### **ARTICLE 2.29 DELAYS**

Whenever CONTRACTOR knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Contract, CONTRACTOR shall, within ten (10) days, give Cloudburst written notice thereof, including all relevant information with respect thereto.

#### **ARTICLE 2.30 ASSIGNMENT OF CLAIMS**

CONTRACTOR shall obtain written approval of the Cloudburst Contract Administrator prior to making any assignment of any claim arising out of this Contract. Requests must give full details of the requested assignment.



#### **ARTICLE 2.31 VALIDITY AND WAIVER**

The invalidity in whole or in part of any provision of this Contract Agreement shall not affect the validity of other provisions. A waiver of a breach of any provision of this Contract Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Contract Agreement. The failure of Cloudburst to enforce at any time or from time to time any provision of this Contract Agreement shall not be construed as a waiver thereon.

#### **ARTICLE 2.32 AGREEMENT NOT TO RECRUIT EMPLOYEES OF THE OTHER**

During the term of this Contract Agreement, the parties agree not to directly recruit any employee of the other, unless prior written consent is received from the current employer, for a period of one (1) year after the expiration or termination of this Agreement, unless prior written consent is received from the current employer. Nothing in this clause shall be construed to prohibit individual employees from responding to public employment advertisements, postings or job fairs of either party, provided such response is not prompted by a party intentionally circumventing the restriction of this clause.

#### **ARTICLE 2.33 COMMUNICATIONS WITH CLIENT**

CONTRACTOR shall not engage Client in discussions relative to disputes between Cloudburst and CONTRACTOR or any other matter that may adversely impact Cloudburst's relations with the Client.

#### **ARTICLE 2.34 NONDISCLOSURE**

- A. CONTRACTOR and Cloudburst each acknowledges that, in performing this Contract, they may be required to make available to each other certain information which may be considered proprietary and which the giving party, shall label or identify in tangible form as "proprietary". Additionally, CONTRACTOR acknowledges that it may gain access to certain information which may be considered proprietary to Client. Such information includes without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists and technical and business information and know-how ("Proprietary Information"). CONTRACTOR and Cloudburst agree to safeguard and hold in strictest confidence all Proprietary Information.
- B. Cloudburst and CONTRACTOR agrees not to make use of nor disclose to third parties any Proprietary Information except in performance hereunder or as expressly authorized in writing by the disclosing party or, where Client's Proprietary Information is being used or disclosed, by Client. Obligations under the terms of this provision shall survive termination of this Contract for a period of three (3) years, or in the case of information marked Trade Secret, shall survive in perpetuity.
- C. Notwithstanding anything contained in paragraphs A and B above, CONTRACTOR and/or Cloudburst shall not be liable for any release or use of any information if the other party can demonstrate by written evidence that the information:
1. is part or becomes part of the public domain through no fault of the disclosing party; or
  2. is in the disclosing party's rightful possession at the time of receipt thereof; or
  3. is known to the disclosing party independently of the other and from a source other than one having an obligation of confidentiality; or



4. is independently developed by the disclosing party without violation of this Contract Agreement or any other agreement.
5. is disclosed by order of a court, after the other party is promptly notified provided an opportunity to oppose such order.

**ARTICLE 2.35 SEVERABILITY**

If any provision of this Contract is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

**ARTICLE 2.36 FORCE MAJEURE**

A. Neither party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this Contract, where such failure or delay arises from: (i) acts of God, (ii) acts of the Government in its sovereign (and not contractual) capacity, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) shortages of supplies or materials where such supplies or materials were unobtainable from an alternate source. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable and diligent efforts to remove said causes and resume performance hereunder.

**ARTICLE 2.37 CODE OF CONDUCT**

This Contract is subject to Attachment A, "Ethics and Code of Conduct of Cloudburst Consulting Group, Inc." The CONTRACTOR, to include any lower-tier subcontractors or consultants, certifies by signing this Contract that it will comply with Attachment A.

**ARTICLE 2.38 ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Part 1.0 Schedule
- B. Part 2.0 General Provisions
- C. Part 3.0 Government Provisions
- D. Part 5.0 Statement of Work and/or Specifications

**ARTICLE 2.39 SURVIVABILITY**

The following terms shall survive the expiration or earlier termination of this Contract, as well as those provisions of PART 3.0 "Government Provisions", which, by the nature of their terms, shall survive.

<b>Name Reference</b>	<b>Article</b>
Nondisclosure	2.34
Warranty	2.7
Data Rights and Intellectual Property	2.21
Termination	2.24
Publicity and Release of	2.18

<b>Name Reference</b>	<b>Article</b>
Indemnification	2.25
Government Prime Contract FAR Clauses & Agency Supplements	2.13
Disputes	2.12
Communications with Client	2.33
Infringement Indemnity	2.26



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**ARTICLE 2.40 WAIVER**

Neither party shall be deemed to have waived any right or remedy unless such waiver is made expressly and in writing.

**ARTICLE 2.41 ENTIRE AGREEMENT**

Both parties acknowledge that they have read this Contract, understood it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supercedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver is sought to be enforced.

**\*\*\*END OF PART 2.0\*\*\***



**PART 3.0**  
**GOVERNMENT PRIME AGREEMENT CLAUSES & PROVISIONS**

In accordance with 24CFR84, the Contractor shall comply with the following provisions:

1. *Equal Employment Opportunity*—The Contractor shall comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. *Rights to Inventions Made Under a Contract or Agreement*— The Contractor shall comply with and shall adhere to the principles and provisions put forth in 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.
3. *Debarment and Suspension (E.O.s 12549 and 12689)*—The Contractor hereby certifies that it is not a party listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
4. *Drug-Free Workplace Requirements*—The Contractor hereby certifies that it will provide a drug-free workplace in accordance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and HUD's rules at 24 CFR part 24, subpart F.

**\*\*\*\*\*END OF PART 3.0\*\*\*\*\***



## **PART 5.0 SCOPE OF WORK**

CONTRACTOR shall assist Cloudburst in providing technical assistance under Cloudburst's prime cooperative agreements and/or contracts issued by various government and/or private clients, including Cloudburst's CDBG09 cooperative agreement with the U.S. Department of Housing and Urban Development.

Specific responsibilities will be detailed and mutually negotiated and agreed upon in the individual Task Orders to be awarded.

**\*\*\*END OF PART 5.0\*\*\***



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## **PART 6.0 BUDGET**

Each Task Order issued under this IDIQ will include a detailed budget including labor (and other direct costs for Time & Materials task orders). Hourly rates for Task Orders issued under this IDIQ shall not exceed the following:

<b>NAME</b>	<b>TITLE</b>	<b>RATE</b>
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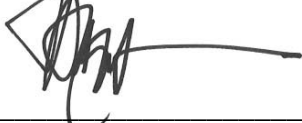
**\*\*\*END OF PART 6.0\*\*\***



## ATTACHMENT A

### **Ethics and Code of Conduct of Cloudburst Consulting Group, Inc.**

*“At Cloudburst, we are committed to delivering the best service and value to our clients while maintaining the highest ethical standard. This commitment is our hallmark and is expressed by our Code of Conduct, which all Cloudburst employees and partners follow, and is embodied in the work we do each and every day.”*



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**J. Patrick Moynahan**

Co-Founder, Executive Vice President and Chief Operating Officer

Authorized Company Ethics Officer

March 1, 2011

### **Highlights of The Cloudburst Group’s Business Code of Conduct**

*Cloudburst Consulting Group, Inc. (Cloudburst) has embraced a core set of values and established high ethical standards for the conduct of our business.*

*Cloudburst considers adherence to our company Business Code of Conduct, as well as strict observance of all U.S. and foreign laws and regulations, to be a legal requirement and ethical obligation for all persons and entities associated with Cloudburst.*

*Everyone associated with Cloudburst is expected to make this a personal commitment. This includes officers, employees, non-employees such as subcontractors, consultants, contract labor, suppliers, vendors, and anyone who represents the company in any capacity regardless of their position. Individuals are responsible for the integrity and consequences of any actions that they take on behalf of Cloudburst.*

### **Relationships with Customers, Government Officials, and Suppliers**

*We expect our customers to select our products/services based on quality, service and price. We conduct our business in a transparent way, and we do not seek any improper influence. Our policies, procedures and practices are designed to prevent even the appearance of improper conduct and influence, and to reflect our reputation for impartiality and fair dealing.*

- *We respect the restrictions that our government customers have with regard to business courtesies and want to avoid any actions that conflict with those restrictions. As a general rule, business courtesies such as gifts, entertainment, services or favors are prohibited from being offered to or accepted from any actual or potential government customer or representative in excess of minimal value.*
- *Similar restrictions apply to non-government personnel in connection with government contracts or subcontracts.*

*We maintain a fair, honest, objective and efficient procurement process regarding our suppliers. We must avoid actual and perceived improper conduct in all our business dealings.*



## The Cloudburst Group

- *No one associated with Cloudburst or members of his/her immediate family may solicit or accept gifts, payments or gratuities from our suppliers. Exceptions to this policy must be approved in writing by a company officer.*
- *Financial interests in a Cloudburst supplier or someone seeking to become a supplier must be reported to senior management of the company noted herein.*
- *Product substitution prohibits the delivery of goods or services that do not meet contract specification. Without prior written approval from the customer, substitutions are not allowed.*

### **Making Cloudburst's Officers, Employees and Agents Aware of Our Code of Conduct**

*Cloudburst officers and employees are required to sign and date an acknowledgement that they have read the Code of Conduct and are aware of its overarching principles and requirements, and will act accordingly to this standard and the Code of Conduct as presented and required. The document is then made part of each employee's Employee Manual which is a living document during their period of employment with Cloudburst which is updated, as needed, with new and/or revised employee policies and/or procedures. For other agents acting on Cloudburst's behalf that have been retained through Cloudburst's procurement process for their products and/or services, language is included in these procurement mechanisms (including subcontracts and consulting agreements) that includes Cloudburst's Code of Conduct, and that they agree to conduct their business activities with, and on behalf of Cloudburst, by this standard.*

### **Avoiding Possible Conflicts of Interest**

*Any situation that could impair objectivity, impartiality or ability to make good business decisions in the best interest of Cloudburst is considered a conflict of interest. Avoiding the appearance of conflict is as important as avoiding an actual conflict.*

*Any interest representing Cloudburst, including Cloudburst officers and employees, or agents acting on behalf of Cloudburst, must avoid situations that conflict with personal financial interests or those at odds with a duty to act in the best interest of Cloudburst. This includes situations relating to the financial interests of immediate family and personal friends. Employees, officers, or agents associated with Cloudburst who serve in any capacity in a company, organization or government agency where a potential conflict of interest exists with Cloudburst are required to disclose such information to appropriate senior management.*

### **Honoring and Protecting Cloudburst's Resources**

*Cloudburst resources including time, property, information, and services should be used only for authorized business purposes.*

- *Correct charging of time helps determine how employees are paid, customers are billed, costs are estimated for new work, contract costs are allocated, and performance is reported.*
- *Time records submitted must be accurate. Misrepresenting time worked is prohibited. Intentionally charging time to the wrong contract or account is mischarging. Expenses must be documented accurately, adequately, and submitted promptly.*
- *Property, especially electronic media, should never be used for purposes which are disruptive or considered offensive.*
- *Information is an asset as valuable as money. We do not seek information to which we are not entitled, especially sensitive procurement information, nor will we violate copyrights or licensing agreements. Company information may not be used for personal gain and classified information*



## The Cloudburst Group

*must be handled and safeguarded in strict compliance with Cloudburst's documented data security procedures.*

- *Anyone acting on the company's behalf is strictly prohibited from circumventing the company's system of internal controls or providing misleading information on company documents.*

### **What to Do to Report a Possible Code Violation**

*Unethical conduct by employees, subcontractors, consultants, partners or suppliers weakens Cloudburst's integrity and reputation in our ability to conduct work. At Cloudburst, we are committed to maintaining this integrity each and every day, in everything we do. If anyone associated with Cloudburst is aware of a possible violation of our Code of Conduct that could violate the law, it must be reported immediately to senior management identified herein. Persons who are aware of possible violations are not to carry out an investigation on their own. A report may also be made confidentially via email to [ethics@cloudburstgroup.com](mailto:ethics@cloudburstgroup.com) which goes directly to the EVP/COO of the company, Cloudburst's Ethics Officer.*

J. Patrick Moynahan  
Executive Vice President  
[patrick.moynahan@cloudburstgroup.com](mailto:patrick.moynahan@cloudburstgroup.com)  
(301) 918-4400 ext 113

Kate Trosch  
Interim Chief Financial Officer  
[kate.trosch@cloudburstgroup.com](mailto:kate.trosch@cloudburstgroup.com)  
(301) 918-4400 ext 137

Human Resources Manager  
[hr@cloudburstgroup.com](mailto:hr@cloudburstgroup.com)  
(301) 918-4400

### **What Happens with a Report of Possible Violation**

*Cloudburst senior management will promptly and fairly review all reports regarding possible violations of the Code of Conduct. In the event that an investigation is warranted, additional resources may be brought in, including human resources, internal audit, corporate counsel, or management. Investigations can involve complex legal issues, and if an individual acts on their own, they can negatively impact the company.*

### **Investigation of a Possible Violation**

*In the event of an investigation, we must act quickly to preserve documents and other information important to the investigation. It is a violation of Cloudburst policy to withhold information or to cover up an offense or to change or destroy evidence. Cloudburst employees are expected to cooperate fully with an investigation of a possible violation, and to answer questions truthfully and to the best of their ability.*

*Anyone reporting a violation should keep all information related to the report confidential and not discuss it with anyone other than Cloudburst officials who may be involved in the investigation. The rights of all persons affected by the investigation will be respected during any investigation. The company's EVP/COO will coordinate the investigation and will take great care to respect the confidentiality of all persons involved in the investigation. If the result of an investigation proves that an action is required, Cloudburst will take steps to correct the problem and ensure it does not happen again.*



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### **Consequences of a Violation**

*Depending on the violation, in the case of employees, Cloudburst can take actions that range from verbal warnings to termination of employment. In the event of any other person or entity representing the company, actions could include removal of the person(s) from the contract work, or termination of a contract. Also, the type of violation could result in criminal or civil penalties. Final decisions regarding an appropriate course of action will be made separately in each case by the EVP/COO of the company.*



## ATTACHMENT C

### SAMPLE CONSULTING AGREEMENT

### INDEPENDENT CONSULTANT AGREEMENT

This Agreement entered as of DATE by and between Cloudburst Consulting Group, Inc., (hereinafter referred to as "CLOUDBURST") a corporation having its corporate offices and place of business at 8100 Corporate Dr., Suite 320, Landover, MD, 20785, and NAME (hereinafter referred to as "CONSULTANT") residing at ADDRESS, CITY, STATE, ZIP, who is retained to provide services as independent consultant in accordance with the following conditions:

#### ARTICLE I: CONTRACT INFORMATION

A. Agreement Coordinator: NAME

B. Agreement Type Indefinite Quantity Consulting Agreement

This is an indefinite quantity type consulting agreement. This Agreement provides the basic provisions of the contractual relationship between CLOUDBURST and CONSULTANT as well as the rate of compensation.

When CLOUDBURST determines that it has a need for services, CLOUDBURST will award a time and materials or labor hour only Task Order for that work. The Task Order shall include the period of performance, scope of work, level of effort, any necessary and approved other direct costs, and the specific government cooperative agreement / contract number or private client contract number to which the work shall be charged.

The Scope of Work, defined generally in Article II below, will be performed on as directed by each individual Task Order, in accordance with the terms and conditions of this agreement, and any and all attachments and modifications hereto.

#### ARTICLE II: SCOPE OF WORK AND RESPONSIBILITIES

A. Scope of Work and Responsibilities

CONSULTANT shall assist Cloudburst in providing technical assistance under Cloudburst's prime contract(s) and/or cooperative agreement(s) issued by various government and/or private clients (hereinafter known as "Client"), including Cloudburst's CDBG09 Cooperative Agreement with the U.S. Department of Housing and Urban Development.

Specific responsibilities will be detailed and mutually negotiated and agreed upon in the individual Task Orders to be awarded.



B. Duration of Agreement

The period of performance is from START DATE to END DATE. The scope of work responsibilities outlined in Article II Section A and Task Orders are subject to the availability of data provided by CLOUDBURST'S CLIENT. **At no time shall work take place or be reimbursed outside this period of performance except by formal written modification to this Agreement. In addition, at no time shall work take place or be reimbursed outside a Task Order period of performance except by formal written modification to the Task Order.**

C. Confidentiality and Ownership of Report

All information and reports disclosed to CONSULTANT by CLOUDBURST or by the Client and all information and reports developed by CONSULTANT for CLOUDBURST or the Client pursuant the project are to be considered confidential and are to be revealed only to the Agreement Coordinator or designees, the Client, or persons designated by the Client. Any and all reports, drawings, plans, specifications, and related documents prepared or developed by CONSULTANT in connection with the services provided under this Agreement shall become the property of CLOUDBURST and the Client.

D. Termination

The results of CONSULTANT's services shall be subject to CLOUDBURST's and the client's review and approval. CLOUDBURST retains the right to terminate this Agreement at any time prior to its expiration date under any of the following conditions:

1. A demonstrated lack of ability or commitment by CONSULTANT to fulfill the duties under this agreement;
2. An inability to perform assigned duties due to sickness or injury;
3. Misconduct constituting grounds for termination under CLOUDBURST's employment policies;
4. Client termination of CLOUDBURST's Contractual instrument; and
5. By either party with 30 day written notice.

Upon termination, CONSULTANT shall be entitled to recover the rate of compensation set forth for services performed by CONSULTANT prior to date of termination, plus reimbursement of any approved (as per Articles IV and V) costs. The termination of any particular Task Order will not affect the parties' respective rights, duties, and obligations under any other Task Orders then in effect.

### ARTICLE III: COMPENSATION

CONSULTANT shall be paid an hourly wage for the life of this Agreement, unless otherwise modified, in writing, by an authorized Cloudburst official, of \$\_\_\_\_\_. Other direct costs will be reimbursed in accordance with Articles IV and V below.



No costs will be incurred under this Agreement except those costs specifically proposed or otherwise agreed during performance by the CONSULTANT and CLOUDBURST in each Task Order. **CONSULTANT may not incur costs in excess of the total amount of a Task Order except by formal written modification to the Task Order.**

#### **ARTICLE IV: DIRECT COSTS**

CONSULTANT will be reimbursed subject to prior approval and the submission of receipts or other appropriate backup documentation for CONSULTANT's reasonable out-of-pocket costs incurred as part of CONSULTANT's duties under this assignment. Any reasonable out-of-pocket costs must be pre-approved by the Agreement Coordinator.

#### **ARTICLE V: TRAVEL, TRANSPORTATION AND PER DIEM**

All travel expenses must be substantiated by receipts other than meals and incidental expenses which will be reimbursed in accordance with the Federal Travel Regulations. Lodging receipts must be submitted and will be reimbursed in accordance with the Federal Travel Regulations. All travel, transportation, and per diem needs to be pre-approved by the Agreement Coordinator.

#### **ARTICLE VI: INSURANCE, BENEFITS, AND TAXES**

The CONSULTANT shall be responsible for all worker's compensation insurance premiums and liabilities, federal, state and local taxes of any kind arising out of or related to this agreement or any services rendered to CLOUDBURST. CONSULTANT further understands that he/she will not be provided any type of insurance.

Furthermore, CONSULTANT hereby releases CLOUDBURST, from any liability for such insurance or tax payments and/or liabilities and shall indemnify and hold harmless CLOUDBURST from any and all payments and/or liabilities arising out of or related to the same.

#### **ARTICLE VII: COMMUNICATIONS WITH, AND REPORTS TO CLOUDBURST**

CONSULTANT will communicate as appropriate with the Agreement Coordinator. CONSULTANT will submit all deliverables as required by Client and/or as requested by the Agreement Coordinator.

#### **ARTICLE VIII: THE AGREEMENT**

##### **A. Understanding**

This Agreement encompasses the entire understanding between CLOUDBURST and CONSULTANT, and there are no other agreements or understandings, either written or oral. Task Orders and/or any possible amendments to this Agreement will be by an instrument in writing.

##### **B. Jurisdiction**



The contraction, interpretation, and performance of this Agreement and all transactions under it, shall be governed by the laws of the Sate of Maryland, U.S.A.

C. Truth of Information

CONSULTANT certifies that, to the best of CONSULTANT's knowledge and belief, the information and data submitted to CLOUDBURST in an effort to obtain this Agreement are accurate, complete and current as to the date of execution of this Agreement.

D. Conflict of Interest

CONSULTANT acknowledges that undertaking this assignment will not result in a conflict of interest and furthermore agrees not to undertake, during the period of this assignment, any assignment or commit any acts which could in any way be construed as a conflict of interest.

E. Independent Contractor

CONSULTANT, in furnishing the services described in this Agreement acts as an independent contractor. CONSULTANT is not an employee or agent of CLOUDBURST, and has no authority to bind or represent CLOUDBURST as to any matters, except as expressly authorized by CLOUDBURST pursuant to this Agreement.





## ATTACHMENT A

### **Ethics and Code of Conduct of Cloudburst Consulting Group, Inc.**

*At Cloudburst, we are committed to delivering the best service and value to our clients while maintaining the highest ethical standard. This commitment is our hallmark and is expressed by our Code of Conduct, which all Cloudburst employees and partners follow, and is embodied in the work we do each and every day.”*

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**J. Patrick Moynahan**  
Co-Founder, Executive Vice President and Chief Operating Officer  
Authorized Company Ethics Officer  
March 1, 2011

### **Highlights of The Cloudburst Group’s Business Code of Conduct**

*Cloudburst Consulting Group, Inc. (Cloudburst) has embraced a core set of values and established high ethical standards for the conduct of our business.*

*Cloudburst considers adherence to our company Business Code of Conduct, as well as strict observance of all U.S. and foreign laws and regulations, to be a legal requirement and ethical obligation for all persons and entities associated with Cloudburst.*

*Everyone associated with Cloudburst is expected to make this a personal commitment. This includes officers, employees, non-employees such as subcontractors, consultants, contract labor, suppliers, vendors, and anyone who represents the company in any capacity regardless of their position. Individuals are responsible for the integrity and consequences of any actions that they take on behalf of Cloudburst.*

### **Relationships with Customers, Government Officials, and Suppliers**

*We expect our customers to select our products/services based on quality, service and price. We conduct our business in a transparent way, and we do not seek any improper influence. Our policies, procedures and practices are designed to prevent even the appearance of improper conduct and influence, and to reflect our reputation for impartiality and fair dealing.*

- *We respect the restrictions that our government customers have with regard to business courtesies and want to avoid any actions that conflict with those restrictions. As a general rule, business courtesies such as gifts, entertainment, services or favors are prohibited from being offered to or accepted from any actual or potential government customer or representative in excess of minimal value.*
- *Similar restrictions apply to non-government personnel in connection with government contracts or subcontracts.*

*We maintain a fair, honest, objective and efficient procurement process regarding our suppliers. We must avoid actual and perceived improper conduct in all our business dealings.*





- *No one associated with Cloudburst or members of his/her immediate family may solicit or accept gifts, payments or gratuities from our suppliers. Exceptions to this policy must be approved in writing by a company officer.*
- *Financial interests in a Cloudburst supplier or someone seeking to become a supplier must be reported to senior management of the company noted herein.*
- *Product substitution prohibits the delivery of goods or services that do not meet contract specification. Without prior written approval from the customer, substitutions are not allowed.*

### **Making Cloudburst's Officers, Employees and Agents Aware of Our Code of Conduct**

*Cloudburst officers and employees are required to sign and date an acknowledgement that they have read the Code of Conduct and are aware of its overarching principles and requirements, and will act accordingly to this standard and the Code of Conduct as presented and required. The document is then made part of each employee's Employee Manual which is a living document during their period of employment with Cloudburst which is updated, as needed, with new and/or revised employee policies and/or procedures. For other agents acting on Cloudburst's behalf that have been retained through Cloudburst's procurement process for their products and/or services, language is included in these procurement mechanisms (including subcontracts and consulting agreements) that includes Cloudburst's Code of Conduct, and that they agree to conduct their business activities with, and on behalf of Cloudburst, by this standard.*

### **Avoiding Possible Conflicts of Interest**

*Any situation that could impair objectivity, impartiality or ability to make good business decisions in the best interest of Cloudburst is considered a conflict of interest. Avoiding the appearance of conflict is as important as avoiding an actual conflict.*

*Any interest representing Cloudburst, including Cloudburst officers and employees, or agents acting on behalf of Cloudburst, must avoid situations that conflict with personal financial interests or those at odds with a duty to act in the best interest of Cloudburst. This includes situations relating to the financial interests of immediate family and personal friends. Employees, officers, or agents associated with Cloudburst who serve in any capacity in a company, organization or government agency where a potential conflict of interest exists with Cloudburst are required to disclose such information to appropriate senior management.*

### **Honoring and Protecting Cloudburst's Resources**

*Cloudburst resources including time, property, information, and services should be used only for authorized business purposes.*

- *Correct charging of time helps determine how employees are paid, customers are billed, costs are estimated for new work, contract costs are allocated, and performance is reported.*
- *Time records submitted must be accurate. Misrepresenting time worked is prohibited. Intentionally charging time to the wrong contract or account is mischarging. Expenses must be documented accurately, adequately, and submitted promptly.*
- *Property, especially electronic media, should never be used for purposes which are disruptive or considered offensive.*
- *Information is an asset as valuable as money. We do not seek information to which we are not entitled, especially sensitive procurement information, nor will we violate*





*copyrights or licensing agreements. Company information may not be used for personal gain and classified information must be handled and safeguarded in strict compliance with Clouburst's documented data security procedures.*

- *Anyone acting on the company's behalf is strictly prohibited from circumventing the company's system of internal controls or providing misleading information on company documents.*

### **What to Do to Report a Possible Code Violation**

*Unethical conduct by employees, subcontractors, consultants, partners or suppliers weakens Clouburst's integrity and reputation in our ability to conduct work. At Clouburst, we are committed to maintaining this integrity each and every day, in everything we do. If anyone associated with Clouburst is aware of a possible violation of our Code of Conduct that could violate the law, it must be reported immediately to senior management identified herein. Persons who are aware of possible violations are not to carry out an investigation on their own. A report may also be made confidentially via email to [ethics@clouburstgroup.com](mailto:ethics@clouburstgroup.com) which goes directly to the EVP/COO of the company, Clouburst's Ethics Officer.*

J. Patrick Moynahan  
Executive Vice President  
[patrick.moynahan@clouburstgroup.com](mailto:patrick.moynahan@clouburstgroup.com)  
(301) 918-4400 ext 113

Kate Trosch  
Interim Chief Financial Officer  
[kate.trosch@clouburstgroup.com](mailto:kate.trosch@clouburstgroup.com)  
(301) 918-4400 ext 137

Human Resources Manager  
[hr@clouburstgroup.com](mailto:hr@clouburstgroup.com)  
(301) 918-4400

### **What Happens with a Report of Possible Violation**

*Clouburst senior management will promptly and fairly review all reports regarding possible violations of the Code of Conduct. In the event that an investigation is warranted, additional resources may be brought in, including human resources, internal audit, corporate counsel, or management. Investigations can involve complex legal issues, and if an individual acts on their own, they can negatively impact the company.*

### **Investigation of a Possible Violation**

*In the event of an investigation, we must act quickly to preserve documents and other information important to the investigation. It is a violation of Clouburst policy to withhold information or cover up an offense or to change or destroy evidence. Clouburst employees are expected to cooperate fully with an investigation of a possible violation, and to answer questions truthfully and to the best of their ability.*

*Anyone reporting a violation should keep all information related to the report confidential and not discuss it with anyone other than Clouburst officials who may be involved in the investigation. The rights of all persons affected by the investigation will be respected during any investigation. The company's EVP/COO will coordinate the investigation and will take great care*





**The  
Cloudburst  
Group**

*to respect the confidentiality of all persons involved in the investigation. If the result of an investigation proves that an action is required, Cloudburst will take steps to correct the problem and ensure it does not happen again.*

### **Consequences of a Violation**

*Depending on the violation, in the case of employees, Cloudburst can take actions that range from verbal warnings to termination of employment. In the event of any other person or entity representing the company, actions could include removal of the person(s) from the contract work, or termination of a contract. Also, the type of violation could result in criminal or civil penalties. Final decisions regarding an appropriate course of action will be made separately in each case by the EVP/COO of the company.*

