



March 6, 2019

Luke Radomski
Community Development Supervisor
7525 W. Greenfield Ave.
West Allis, WI 53214
lradoski@westalliswi.gov

Dear Mr. Radomski,

The Cloudburst Group (Cloudburst) is pleased to submit this proposal to provide 2-day IDIS CDBG training for the City of West Allis.

Founded in 2005, Cloudburst is a woman-owned small business based in Landover, Maryland and is one of HUD's leading technical assistance providers on HUD Community Planning and Development (CPD) programs, grants and requirements. Our team members have decades of experience in managing and supporting HUD programs.

Cloudburst IDIS trainings provide hands-on instruction on how to correctly operate within the system, troubleshoot existing issues or challenges that the grantees may be facing, and comply with new requirements such as grant based accounting. Our lead trainer, Jon Kunz, will work closely with West Allis to develop a training plan that meets your needs. Mr. Kunz is a national expert in IDIS and currently supports hundreds of grantees through HUD's IDIS AAQ Desk, national IDIS trainings and technical assistance and support to grantees across the country.

Please find attached a sample training agenda and cost proposal. Based on your specific training needs, we are able to modify the agenda and cost proposal by either adding or reducing training time and/or including remote or in-person follow-up technical assistance to meet your needs.

If you have any questions, please do not hesitate to contact me at 202-253-2346 or michelle.hayes@cloudburstgroup.com.

Regards,

Michelle Hayes
President/CEO

Training Budget

Cloudburst proposes a fixed price cost for the training of \$5,472 as noted in the budget below that will be billed to West Allis following the training.

			Training Preparation		Training Delivery		TOTAL	
Team Member	Role	Rate	Hours	Subtotal	Hours	Subtotal	Hours	Dollars
Jon Kunz	Trainer	\$ 158	8	\$ 1,264	16	\$ 2,528	24	\$ 3,792
LABOR TOTAL			8	\$ 1,264	16	\$ 2,528	24	\$ 3,792
Travel								\$ 1,680
TOTAL							24	\$ 5,472

Cloudburst makes the following assumptions:

- The training will occur on a day mutually agreed upon between Cloudburst and the City of West Allis, WI
- The training facility will include a computer and projector or other system to ensure the training presentation is visible to all participants
- West Allis will provide all IDIS program documents for review in an electronic format
- West Allis will coordinate the training date and time with all training participants
- Cloudburst will provide any training materials and resources electronically to West Allis for distribution to all participants.
- On-call TA can be included in the contract at the provided hourly rates for Jon Kunz

Draft IDIS Training Agenda

DAY 1

- 8:30am - 8:45am** Welcome, Introductions
- 8:45am - 9:15am** Overview of IDIS
- IDIS Purpose
 - Logging-in and Navigation
 - User permissions, PR30 report
 - UAT Training site
- 9:15am - 9:45am** eCon Planning Suite Overview and Projects
- 9:45am - 12:00pm** CDBG Activity Set Up and Update/Completions Overviews
- The Main Menu
 - Project (from eCon planning suite) & Activity Setup
 - Activity Funding & Drawing Overview
 - Reporting Accomplishments for Activities
 - Completion
- 10:15am - 10:30am** Break (during CDBG activity overviews)
- 12:00pm - 1:15pm** Lunch
- 1:15pm - 1:2:30pm** Grant Based Accounting and Transition from FIFO
- 2:30pm - 3:30pm** CDBG Program Income and Other Receipts
- Types of Receipts (PI, RL, LA)
 - Creating, Modifying, Cancelling Receipts
 - Funding and Drawing from local accounts
- 3:45pm - 4:30pm** CDBG-Specific Reports
- Review of Specific CDBG Reports
 - CDBG Financial Summary - PR26 and CAPER
 - Timeliness calculation and Report
- 3:15pm - 4:00pm** CDBG Clean Up
- CDBG Flags
 - Activity Clean-Up
 - Matrix Code/National Objective Combinations

- d. Proper reporting of accomplishments
- e. CDBG Cancellation with Draws process

4:00pm - 4:30pm **MicroStrategy Reports**

- a. Process for creation
- b. Key CDBG Reports

4:30pm - 5:00pm **Wrap up/Questions/Discussion**

DAY 2

9:00am - 9:30am **Grants - viewing information in IDIS**

9:30am - 10:30am **CDBG Specific Reports**

- a. Review of Specific CDBG Reports
- b. CDBG Financial Summary - PR26 and CAPER
- c. Timeliness calculation and Report

10:30am - 11:15am **CDBG Clean Up**

- a. CDBG Flags
- b. Activity Clean-Up
- c. Matrix Code/National Objective Combinations
- d. Proper reporting of accomplishments
- e. CDBG Cancellation with Draws process

11:15am - 12:00pm **MicroStrategy Reports**

- a. Process for creation
- b. Key CDBG Reports

AFTERNOON **Troubleshooting Grantee Specific Issues**

Attachment 2

GENERAL TERMS AND CONDITIONS OF COMMERCIAL SUBCONTRACTS OR PURCHASE ORDERS

1. **DEFINITIONS:** The following terms shall have the meaning set forth below:

“**CONTRACT**” means the instrument of contracting, (e.g. PO, Purchase Order, or other such designation), including all referenced documents exhibits, and attachments. If these terms and conditions are incorporated into the master agreement that provides for releases (in form of a Purchase Order, or other such document), the term “Contract” shall also mean the release document for the Work to be performed.

“**BUYER**” means _____ (NAME).

“**BUYER Procurement Representative**” or “**BUYER**” means the person authorized by BUYER to administer this Contract.

“**PO**” or “**Purchase Order**” or “**Order**” as used in any document constituting a part of this Contract shall mean this Contract.

“**SELLER**” means the Party identified on the purchase order of this Contract, with whom BUYER is contracting.

“**Work**” means all required articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

2. **GOVERNING LAW AND COMPLIANCE WITH LAWS:**

This Order shall be subject to and construed in accordance with the laws of the State of Maryland. In the performance of this Order, the SELLER agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto.

3. **INFORMATION OF BUYER:** Unless generally discoverable to the public, information provided by BUYER to SELLER remains the property of BUYER. SELLER agrees to comply with the terms of any confidential disclosure agreement with BUYER and to comply with all proprietary information markings and restrictive legends applied by BUYER to anything provided hereunder to SELLER. SELLER agrees not to use any BUYER-provided information for any purpose except to perform this Contract and agrees not to disclose such information to third parties without the prior written consent of BUYER.

4. **INFORMATION OF SELLER:** Information provided by SELLER to BUYER remains the property of SELLER. BUYER agrees to comply with the terms of any confidential disclosure agreement with SELLER and to comply with all proprietary information markings and restrictive legends applied by SELLER to anything provided hereunder to BUYER.

5. **DISPUTES:** Any dispute, controversy, or claim arising out of or relating to this Contract or default, termination,

or invalidity hereof, shall be settled by arbitration under the rules of the American Arbitration Association. The place of the arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. Judgment of the arbitrators shall be final and non-appealable and may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of the enforcement. Each Party shall bear its own expenses of the arbitration, but the fees and costs of the arbitrators shall be borne equally between the Parties participating in the arbitration.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the requesting party with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrators, whose determination shall be conclusive. All discovery shall be completed within thirty (30) days following the appointment of the arbitrators.

No action at law or in equity may be commenced by SELLER under or arising from this Contract unless it is brought within one year after the accrual of the cause of action upon which the claim is based, regardless of whether SELLER knew or should have known of the accrual of any such action.

6. **TERMINATION FOR CONVENIENCE:**

BUYER may terminate this Order, in whole or in part, for the convenience of BUYER with ten (10) business days' notice by written notice to the SELLER. Upon receipt of the termination notice, SELLER shall, unless otherwise directed in writing, discontinue performance of work as instructed by BUYER on the date of the notice and take action to minimize costs to BUYER. Payment for supplies or services already completed or in the process of completion shall be adjusted between BUYER and SELLER in a fair and reasonable manner. SELLER shall submit to BUYER a termination for convenience claim within ninety (90) days after date of the termination notice with supporting data for the claim. SELLER shall deliver, and assign all completed and partially completed supplies as instructed by BUYER. SELLER shall continue work not terminated.

7. **PAYMENTS, TAXES, AND DUTIES:**

Unless otherwise specified on the PO, terms of payment shall be net thirty (30) days from BUYER's receipt of the Seller's proper invoice.

Payment shall be deemed to have been made as of the date of BUYER's mailed payment or electronic funds transfer.

Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoices. Prices shall not include any taxes, impositions, charges or exactions for which BUYER has furnished a valid exemption certificate or other evidence of exemption.

The prices stated in the contract are firm, fixed prices in United States dollars.

8. **CONFIDENTIALITY:** During the parties' performance under this Purchase Order, it may be necessary for either party to provide the other with confidential and/or proprietary information or data, including but not limited to source codes, object codes, documentation, technical data, and pricing data (collectively, "Confidential Information"). With respect to such Confidential Information, the Parties agree as follows, which provisions shall survive termination of this Purchase Order:

8.1 The Parties shall use Confidential Information solely for the purposes of fulfilling their obligations under this Purchase Order and not for any other purpose without the prior written permission of the disclosing party.

8.2 Each party shall take every reasonable precaution to prevent disclosure to the public or unauthorized use of Confidential Information meeting the above requirements. A party will be considered to have taken reasonable precautions to prevent disclosure to the public of Confidential Information if the party receiving such Confidential Information utilizes the same controls it employs to avoid disclosure, publication, or dissemination of its own Confidential Information. Each party shall instruct its employees of their obligations to maintain the confidentiality of Confidential Information obtained from the other party. In addition, each party shall be responsible for any improper disclosure of Confidential Information by its employees.

8.3 The obligation with respect to handling and using Confidential Information as set forth in this Purchase Order is not applicable to the following: (i) information that is or becomes available to third parties or the general public without restriction and without breach of this Subcontract by the receiving party; (ii) information that is or becomes known to the receiving party independently of the disclosing party; (iii) information that is independently developed by the receiving party; (iv) information that is or has been furnished by the disclosing party to the Client with "unlimited" rights; (v) information that is or becomes part of the public domain without breach of this Subcontract by the receiving party; (vi) information that is or becomes available to a party by casual observation or analysis of products offered for sale; or (vii) information that is received by a party from a third party without breach of this Subcontract by the receiving party.

8.4 Each party acknowledges that the Confidential Information of the other is a valuable and unique asset of the disclosing party. Accordingly, for a period of three (3) years after the termination or expiration of the Subcontract, the receiving party shall: (i) maintain the information in confidence; (ii) not use the information except for the purposes of the Purchase Order; (iii) disclose the information only to its employees who have a need to know the information in order to fulfill the purposes of the Purchase Order; and (iv) not disclose any portion of the information to any third party without the prior written consent of the disclosing party, even if the third party is also under a restriction on disclosure imposed by the disclosing party, except as otherwise provided herein.

8.5 If the receiving party is confronted with legal or similar action to disclose Confidential Information it has received, the receiving party shall promptly notify the disclosing party in writing so that the disclosing party may seek an

appropriate protective order. The receiving party shall reasonably assist the disclosing party in obtaining a protective order directing that any portion of the information required to be disclosed be used only for the purposes for which the court issues the order or for such other purposes required by law.

8.6 Each party shall notify the other party in writing of any Confidential Information and copies thereof that it possesses upon the termination of the Subcontract. Each party may issue instructions for either destroying or returning the information and copies thereof. If the information and copies are destroyed, the receiving party shall provide the disclosing party with a certificate attesting to the destruction.

8.7 Nothing in this Section 13 shall be construed as the grant of a license or a copyright to either party. The disclosure of information shall likewise not be construed as any representation, warranty, assurance, guaranty, or inducement by either party with respect to infringement of any patent or any other proprietary right.

9. **CHANGES:** BUYER shall have the right at any time to make changes in specifications, quantities, or delivery schedules of any item in this Order, and SELLER agrees to be bound thereby upon negotiation of a modification to this Purchase Order.

10. **EXCUSABLE DELAY:** SELLER shall be excused from, and shall not be liable for, failure of performance due to one or more of the following qualifying events (such list being exclusive).

War; war like operation; insurrection; riot; fire; flood; explosion; accident; governmental act; material control regulations or orders; act of GOD; act of the public enemy; epidemic; quarantine restriction; and strikes; and if

Such event was beyond SELLER's control and not occasioned by its negligence or default. The Contract will be extended for that period of time attributable to such events.

To be excused from performance under (a) SELLER shall submit within ten (10) days of the start of the qualifying event, a written notice stating a complete and detailed description of such event, the date of commencement, an estimate of the probable period of delay, and explanation indicating how such event was beyond the control of the SELLER and not due to its negligence or fault and was efforts SELLER will make to minimize the length of the delay. SELLER shall submit within ten (10) days of the end of the event a written notice stating the impact to the schedule and evidence justifying the length of the delay. If the delay extends for thirty (30) days or more, this Contract may be terminated by BUYER without additional cost and BUYER may elect to return to SELLER for a refund that portion of the work delivered to BUYER prior to the occurrence of the qualifying event.

Purchase Order

Purchase Order Number	
Purchase Order Name	IDIS CDBG Training
Company Name	Cloudburst Consulting Group, Inc.
Contact Information	Michelle L. Hayes, President Michelle.hayes@cloudburstgroup.com 202-253-2346
Period of Performance	8/1/19 - 8/31/19
Project Manager	Luke Radomski
Firm Fixed Price	\$5,472.00

The following attachments are incorporated:

Attachment 1 - Proposal dated March 6, 2019
Attachment 2 - General Terms and Conditions

Signed by: _____

Name/Title: _____

Date: _____