



"RUSH"

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Contract  
20170519

### City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Planning	CM	1/30/17	CM	1/30/17
City Comptroller	MCS	1/31/17	MCS	1/31/17
Law	PF	1-31-17	PF	1-31-17
CAFO	JMM	2.1.17	JMM	2.2.17
Mayor	COJ	2/2/17	COJ	2/2/17
City Comptroller	MCS	2/2/17	MCS	2/2/17
Community Development				

Vendor No.: 14731    Contract No.:    Contract Date:

Contract Amt.: \$300,000.00    Issue Date: 1/26/2017    Renewal Date:

Appropriation Code1: 26451817-530105-64516  
 Appropriation Code2:  
 Appropriation Code3:  
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.:    Requisition No.: 17009049    PO No.:

Vendor Name: Tech Foundry

Contract Type: CDBG-NDR

Contract Purpose: IT Workforce Program

Originating Dept.: Community Development

Expiration Date: 9/30/2018    Amendment Date:    Extension Date:

TYPE OF DOCUMENT (Please select at least one):  
 New     Renewal     Amendment     Extension

Contract # 20170519

# **SUBRECIPIENT PARTNERSHIP AGREEMENT**

By and Between the

**CITY OF SPRINGFIELD, MA**

*And*

**TECH FOUNDRY**

**COMMUNITY DEVELOPMENT BLOCK GRANT – NATIONAL DISASTER  
RESILIENCE PROGRAM**

**Office of Community Development/Disaster Recovery & Compliance  
Springfield, Massachusetts**

**PROJECT AMOUNT:** \$300,000.00

**PROJECT NAME:** Information Technology Job Training Program

Domenic J. Sarno  
MAYOR

## **PART I: Project Terms and Conditions**

Upon execution by all parties, this Agreement, shall be effective as of entered into as of the ----  
- day of -----, 201\_, BY AND BETWEEN **TECH FOUNDRY**, a not for profit corporation with  
its principal office and place of business at 1391 Main Street, 2<sup>nd</sup> Floor, Springfield,  
Massachusetts 01103 (hereinafter referred to as the "SUBRECIPIENT"), and the **CITY OF  
SPRINGFIELD**, a municipal corporation, duly organized and in existence under the laws of the  
Commonwealth of Massachusetts, with its principal office and place of business at 36 Court  
Street, Springfield, Massachusetts 01103, acting by and through its Office of Community  
Development and Disaster Recovery and Resilience Department, with the approval of its  
Mayor (hereinafter referred to as the "CITY").

**WHEREAS**, on October 16, 2015, the City and the SUBRECIPIENT executed a Partnership  
Agreement (City Contract #20160463) (APPENDIX A), indicating that if the CITY received  
certain grant funds from HUD, the SUBRECIPIENT would administer an Information  
Technology ("IT") Job Training Program, for \$300,000;

**WHEREAS**, the CITY submitted a Phase II Application on October 27, 2015 to the U.S.  
Department of Housing and Urban Development ("HUD") in response to the CDBG-NDR  
NOFA; and

**WHEREAS**, the CITY was awarded funds from the United States Government on January 21,  
2016 under the Disaster Relief Appropriations Act, 2013 (Pubic Law 113-2), Title I of the  
Housing and Community Development Act of 1974 (42 USC 5302 et seq.) and the Notice of  
Funding Availability for HUD's CDBG-NDR Program; and

**WHEREAS**, the CITY and HUD have executed a Grant Agreement on October 17, 2016; and

**WHEREAS**, the CITY wishes to engage the SUBRECIPIENT to utilize awarded funds  
hereinafter described in connection with CITY's Community Development activities to carry out  
the Project described in this Agreement.

**NOW THEREFORE**, the CITY and SUBRECIPIENT agree as follows:

### **I. SCOPE OF SERVICE**

#### **A. Activities**

THE SUBRECIPIENT shall be responsible for using \$300,000.00 in CDBG-NDR funds, to  
create and administer an IT Job Training Program in a manner satisfactory to the CITY  
and consistent with the terms and conditions of this Agreement, the Partnership  
Agreement attached hereto as APPENDIX A, the Scope of Services and Budget attached  
hereto as APPENDIX B, and all applicable requirements of the Community Development  
Block Grant – National Disaster Resilience ("CDBG-NDR") program. All Appendices  
attached hereto are incorporated herein by reference.

All activities identified in this section and further described in APPENDIX A and  
APPENDIX B shall support the CITY's Community Development activities and shall be  
performed and carried out by the SUBRECIPIENT under the highest professional  
standards, to the satisfaction of the CITY.

**B. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT shall provide services as outlined in APPENDIX B.

**C. Staffing and Monitoring**

**[1] Subrecipient Staffing:** SUBRECIPIENT agrees to provide all staffing required for the completion of this project. Any subcontracted staffing needs will be done in accordance with local, state and federal procurement laws. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the CITY.

**[2] City Staffing:** The CITY hereby designates the Chief Development Officer as the Project Officer. On the Mayor's authority, the Project Officer shall be the person signing this Agreement on behalf of the Office of Community Development and Disaster Recovery, and shall be the authorized representative of CITY responsible for overseeing the administration and enforcement of this Agreement acting within the limits of their authority as defined by CITY's Mayor.

Under the Direction of the Chief Development Officer, staff of the Office of Community Development and Disaster Recovery will be charged with administering and monitoring this Agreement.

**D. Performance Monitoring**

The CITY shall monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY shall constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within thirty (30) days of being notified by the CITY of the same in writing, agreement suspension or termination procedures shall be initiated as detailed in Section V, Subsections A and B below.

**[1] Time of Performance** - Services of the SUBRECIPIENT under this Agreement shall commence on January 1, 2017 and shall end on September 30, 2018, unless earlier terminated according to the terms of this Agreement. By agreement of the City, the term of this Agreement and the provisions herein may be extended by Amendment to cover any approved additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.

**[2] Budget** – It is expressly agreed and understood that the maximum liability and total amount to be paid to the SUBRECIPIENT by the CITY under this Agreement shall not exceed Three Hundred Thousand Dollars and 00/100 Cents (\$300,000.00).

SUBRECIPIENT shall abide by the budget attached hereto and made a part hereof as APPENDIX B, diligently reporting and documenting all expenditures for which reimbursement is sought in accordance with this Agreement.

The SUBRECIPIENT shall submit requests for any amendments to this budget in writing to the CITY; and the CITY shall have the authority to approve or deny such budget amendments. The City will make every effort to make such decisions within thirty (30)

days. Any increase in the Budget must be contained in a written amendment to this Agreement, signed by all parties hereto.

- [3] Quarterly Reports** - The SUBRECIPIENT shall submit quarterly reports no later than the 1<sup>st</sup> of each quarter. Quarterly reports will be due to the CITY on the following dates for the duration of this Agreement:

January 1  
April 1  
July 1  
October 1

SUBRECIPIENT will be required to report on accomplishments and outreach that has occurred during the previous quarter. Quarterly reports must be submitted to the Office of Disaster Recovery and Compliance whether or not SUBRECIPIENT is requesting funds. If there has been no activity during the quarter, this also must be reported.

- [4] Public Outreach Meetings** - Minutes of outreach meetings will be taken and provided to all interested parties, including the CITY. SUBRECIPIENT will inform the CITY of the dates and times of these meetings, so the CITY can choose whether it will be necessary to have a designee attend.
- [5] Monitoring Site Visits** - In addition to its reporting requirements, SUBRECIPIENT may be subject to one or more site visits to be made by the CITY during the period of this Agreement at which time all documentation, files, and other material related to this Agreement and the operation of the activities described herein shall be made available for review and inspection by the CITY.

## **II. PAYMENT**

### **A. Reimbursement**

- [1]** The CITY shall reimburse the SUBRECIPIENT out of funds available under this Agreement based upon documentation of costs incurred as submitted by the SUBRECIPIENT and consistent with APPENDIX B and CITY policy.
- [2]** The CITY reserves the right, at its sole discretion, to hold back 2% of the total contract amount until the completion of the program. The determination whether the program is complete will be at the sole discretion of the CITY.
- [3]** Payments shall be made for eligible expenses actually incurred by the SUBRECIPIENT. Eligible expenses are those considered reasonable and necessary costs, in accordance with the approved budget in APPENDIX B and are necessary to complete the project as determined by the CITY. All costs shall be reflected in APPENDIX B. Drawdowns for the payment of eligible expenses shall be made in accordance with performance against the line item budget specified in APPENDIX B. All requests for reimbursement must include detailed supporting documentation that verifies the costs incurred, for which the

SUBRECIPIENT is seeking reimbursement. . The CITY reserves the right to require additional documentation supporting any requested reimbursement.

- [4] Payments shall be made on a reimbursement basis only. Advance payments shall not be made, unless agreed to otherwise in writing by the CITY. In order to be considered for advance payment, the SUBRECIPIENT shall submit a written request to the Office of Disaster Recovery that details the reason for the request and the amount of funding requested. The CITY in its sole discretion may determine whether to grant said advance payment.
- [5] Disbursements pursuant to this Agreement made in advance rather than on the SUBRECIPIENT's behalf may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200. Per 2 CFR Part 200, an accounting system using either the cash or the accrual basis of generally accepted accounting principles that accurately reflects all costs chargeable (paid & unpaid) to the project should the project terminate the next day is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account as they were charged. The CITY reserves the right to review and approve SUBRECIPIENT's accounting system and internal controls prior to the release of funds.
- [6] **Program Income** –The SUBRECIPIENT understands that funds paid under this Agreement are for the services specified in the Scope of Services and such services are not intended to result in the generation of Program Income as defined in 24 CFR 570.500(a). In the event that the SUBRECIPIENT generates Program Income as a result of funds paid under this Agreement, then the SUBRECIPIENT shall comply with all requirements set forth at 24 CFR 570.504. All program income derived from this Project as a result of funds paid under this Agreement and any Program Income generated after the expiration of this Agreement shall be turned over to the CITY within ten (10) days of receipt by the SUBRECIPIENT.
- [7] The SUBRECIPIENT shall refund to the CITY any payment or portions of payments which the CITY determines were not properly due to the SUBRECIPIENT under the terms of this Agreement.
- [8] The CITY reserves the right to liquidate funds available under this Agreement for costs incurred by the CITY on behalf of the SUBRECIPIENT. The City also reserves the right to liquidate unexpended funds should the expenditures not be proportionate throughout the program year.

### **III. SPECIAL CONDITIONS**

#### **A. Personnel**

The SUBRECIPIENT shall hire its own personnel, but, in accordance with Section VIII of this Agreement, SUBRECIPIENT shall give full consideration to employment of residents of the city of Springfield, and to persons who are unemployed or underemployed, in compliance with Federal Equal Opportunity provisions.

**B. Beneficiaries**

SUBRECIPIENT shall provide CITY with narrative reports concerning the ongoing progress of the project or activity assisted with funds through this Agreement in quarterly reports. The reports shall also include all HUD required data elements for program beneficiaries.

This requirement shall not, however, be construed to cause SUBRECIPIENT to divulge any information which would infringe SUBRECIPIENT - client relationships, or other privacy rights of individual beneficiaries.

**IV. GENERAL CONDITIONS**

**A. General Compliance**

The SUBRECIPIENT shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (Housing and Urban Development regulations concerning Community Development Block Grants-CDBG), and 2 CFR 200 to the extent applicable.

The SUBRECIPIENT shall comply with CDBG-NDR requirements, including those found in Disaster Relief Appropriation Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the Notice of Funding Availability for HUD's National Community Development Block Grant Resilience Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the CITY's CDBG-NDR NOFA Phase I and Phase II Applications.

SUBRECIPIENT also shall comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement. The SUBRECIPIENT shall utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain as "independent contractor" with respect to the services performed under this Agreement. Unless otherwise noted in the contract scope and budget as described herein and attached hereto as Appendices A and B, the CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

**C. Hold Harmless**

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or non-performance of the services or subject matter called for in this Agreement.

**D. Workers' Compensation**

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

## **E. Insurance**

The SUBRECIPIENT and its contractors shall carry sufficient insurance coverage in an amount satisfactory to CITY and as required to protect Agreement assets from loss due to theft, fraud, and/or undue personal injury or property.

\*Comprehensive General Liability insurance shall be obtained (Limits: \$1,000,000/\$2,000,000 (per occurrence/annual aggregate)).

\*Where applicable, Comprehensive Automobile Liability coverage shall be obtained, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (limits: \$500,000/\$1,000,000 (per occurrence/annual aggregate)).

On all policies, *the City of Springfield shall be listed as Additional Insured* and there shall be a stipulation that insurance provided shall not terminate, lapse or otherwise expire, prior to thirty (30) days written notice to that effect, given by the insurance carrier to the City, and that the insurance carrier will not invoke the defense of performance of governmental function of the provider in performing their contract with the City.

A certification acknowledging said insurance shall be attached to this Agreement hereto as APPENDIX E.

## **F. Acknowledgement of Funding Sources**

SUBRECIPIENT shall credit the CITY, (acting by and through, the Office of Community Development and Disaster Recovery) and the Community Development Block Grant – National Disaster Resilience Program on all printed material that SUBRECIPIENT produces that discussed, describes, educates or otherwise informs the public about the program for which funding under this Sub-Recipient Agreement has been provided. All reports, maps, brochures and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the CITY, shall carry a notation on the front cover or a title page containing the following:

**City of Springfield Office of Community Development**

The preparation of this (report, brochure, map, etc.) was aided through Federal financial assistance from the Department of Housing & Urban Development under the provisions of Title I of the Housing & Community Development Act of 1974 as amended.

Likewise, SUBRECIPIENT shall assign credit to the CITY and the Community Development Block Grant – National Disaster Resilience Program in any representation to the media and/or the press when addressing information as to the program for which funding under this Agreement has been provided.

## **G. Amendments**

The CITY and the SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by all parties to this Agreement, and address any budget impacts in accordance with Article I(D)(2). Such amendments shall not invalidate this Agreement nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement unless otherwise stated.



The CITY reserves the right to propose amendments to this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, and/or the Scope of Services or schedule of the activities to be undertaken as part of this Agreement, such modifications must be contained in a written amendment signed by all parties to this Agreement.

Where an authorized amendment includes a change to the SUBRECIPIENT's compensation, the revised compensation figures shall be incorporated in a revised Budget to be attached as an update to APPENDIX B (Scope of Services & Budget).

## **V. Suspension or Termination**

A. **Suspension or Termination for Cause.** In accordance with 2 CFR 200.339 , the CITY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of the grant or this Agreement, which includes, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become available at any time;
2. Failure for any reason of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement
4. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

The CITY shall have the immediate right to suspend or terminate this Agreement for cause, in whole or in part, by giving written notice to the SUBRECIPIENT at its address, which the parties agree is as stated in Part I, Page 1. Such notice of suspension or termination shall be forwarded to the SUBRECIPIENT and shall specify the cause, period of suspension, or effective date of termination (that in no case shall be sooner than the date of receipt of said notice).

B. **Suspension or Termination for Convenience.** In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by the CITY, with the SUBRECIPIENT's consent. Upon such termination, the CITY and the SUBRECIPIENT will agree upon the effective date, and other termination conditions, and in the case of a partial termination, the portion to be terminated.

C. **Termination by the SUBRECIPIENT:** In accordance with 2 CFR 200.339, the SUBRECIPIENT may terminate the Agreement for cause by giving the CITY written notice setting forth the reasons for termination , the effective date, and in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, the CITY determines that the reduced scope of services will not accomplish the purposes for which the contract was made, the CITY may terminate the Agreement in its entirety.

D. In accordance with 2 CFR 200.339, upon termination or partial termination of the Agreement, the CITY and the SUBRECIPIENT remain responsible for compliance with 2 CFR 200.340 Notification of Termination, 2 CFR 200.343 Closeout and 200.344 Post Closeout Adjustments and continuing responsibilities.

## **VI. Reversion of Assets**

- A. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503 and 570.504, as applicable, which include but are not limited to the following:
1. The SURECIPIENT shall transfer to the CITY any CDBG-NDR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
  2. Real Property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the CITY. The SUBRECIPIENT may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
  3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Uniform Administrative Requirements and Cost Principles**

[1] The SUBRECIPIENT shall comply with the following additional requirements and standards for non-governmental subrecipients, including nonprofit and for-profit CBDOs, if so determined by the CITY:

- 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and 2 CFR 2400 as adopted by HUD

### **B. Financial Management**

- [1] **Accounting Standards** - The SUBRECIPIENT shall comply with 2 CFR Part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- [2] **Cost Principles** - The SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200, "Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### C. Documentation and Record-Keeping

- [1] **Records to be Maintained** - The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:
  - [a] Records providing a full description of each activity undertaken;
  - [b] Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - [c] Records required to determine the eligibility of activities;
  - [e] Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - [f] Financial records as required by 25 CFR Part 570.502 and 2 CFR Part 200; and,
  - [g] Other records necessary to document compliance with Subsection K of 24 CFR 570.
- [2] **Retention** - The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of seven (7) years after SUBRECIPIENT received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven (7) year period, then such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the seven (7) year period, whichever occurs later.
- [3] **Equipment and Property** - The SUBRECIPIENT shall maintain property inventory records that clearly identify any real property or personal property that has been acquired, improved or sold with funds provided under this Agreement. All real property, personal property and equipment retained by the SUBRECIPIENT at the expiration of this Agreement shall be used to meet one (1) of the national objectives at § 570.208 until five (5) years after expiration of this Agreement in accordance with the provisions 24 CFR 570.503 (b)(7)(i). A list of all such property shall be submitted annually by the SUBRECIPIENT to the CITY in accordance with 24 CFR 570.503 (b)(7)(i).
- [5] **Close-Outs** - The SUBRECIPIENT's obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of

all unused materials, equipment, program income balances and accounts receivable to the CITY) preparation of financial reports and determining the custodianship of records.

**[6] Audits and Inspections**

- [a] The SUBRECIPIENT shall, as applicable, have its financial records audited and financial reports prepared and attested to by a Certified Public Accountant in accordance with current CITY policy concerning SUBRECIPIENT audits and 2 CFR Part 200 and 2 CFR 2400 as adopted by HUD, which requires that all nonprofit organizations that expend in excess of \$500,000 in Federal funds during their fiscal year, shall submit an audited financial statement. Furthermore, SUBRECIPIENT shall comply with all applicable sections of 2 CFR Part 200 and 2 CFR 2400 as adopted by HUD, including the requirement that the SUBRECIPIENT provide the CITY with all financial and management audit letters with attached concerns and findings within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide. The CITY reserves the right to request a single or program-specified audit regardless of the Federal funding amount at the cost of the SUBRECIPIENT.
- [b] The CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by SUBRECIPIENT which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.
- [c] Failure of the SUBRECIPIENT to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

**D. Procurement**

- [1] **Compliance.** For all procurement conducted by SUBRECIPIENT under this Agreement, the SUBRECIPIENT shall comply with all applicable current state, federal and local laws governing procurement, including but not limited to goods and services. SUBRECIPIENT shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.
- [2] **2 CFR Part 200.** The SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 "The Uniform Requirements for all Federal Awards" and 2 CFR Part 2400 as adopted by HUD.
- [3] (No part 3).

**[4] Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms**

- [a] It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps shall be taken to assure that small minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
- [i] Including qualified small and minority businesses on solicitation lists.
  - [ii] Assuring that small and minority businesses are solicited whenever they are potential sources.
  - [iii] When economically feasible, dividing total requirements into smaller tasks or quantities as to permit maximum small and minority business participation.
  - [iv] Where the requirement permits, establishing delivery schedules which shall encourage participation by small and minority businesses.
  - [v] Using the services and assistance of the Small Business Administration, the Office of Minority Enterprise of the Department of Commerce and the Community Services Administration as required.
  - [vi] If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps [i] through [v] above.
- [b] SUBRECIPIENT shall take affirmative action steps as detailed in part [a] above in support of women's business enterprises.

**[5] Selection Procedures**

- [a] The SUBRECIPIENT shall submit all selection procedures for all procurement transactions funded in whole or in part through this Agreement. Said submission shall be submitted to the project monitor administering this contract on behalf of the CITY in writing for approval. The project monitor shall approve or deny said selection procedures within thirty (30) days of receipt of said procedures. The CITY reserves the right to withhold payment for procurement transactions commenced or completed without receiving prior approval from the CITY.

Regardless of whether by sealed bids or by negotiation and without regard to dollar value, all selection procedures for procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with this Section. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive or competitive include but are not limited to:

- [i] placing unreasonable requirements on firms in order that they qualify to do business;
- [ii] non-competitive practices between firms;
- [iii] organizational conflicts of interest; and
- [iv] unnecessary experience and bonding requirements.

- [b] The SUBRECIPIENT's submissions to the CITY for approval shall have written selection procedures which shall provide as a minimum, the following procedural requirements:

- [i] Solicitations of offers, whether by competitive sealed bids or sealed bids or competitive negotiation shall:
- [ii] Incorporate a clear and accurate description of the technical requirements for the material, produce, or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the name brand which shall be met by offerors shall be clearly stated.
- [2] Clearly set forth all requirements which offerors shall fulfill and all other factors to be used in evaluating bids or proposals.
- [3] Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial resources.
- [6] **No Section 6.**
- [7] **Contract Pricing.** The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. *SUBRECIPIENTS shall perform some form of cost or price analysis in connection with every procurement action including contract modifications. All costs must be determined to be reasonable and necessary, and are subject to audit by the CITY. Costs or prices based on estimated costs for contracts under grants shall be allowed only to the extent that costs incurred or cost estimates included in negotiated price are consistent with Federal cost principles.*
- [8] **Procurement Records.** The SUBRECIPIENT shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price. SUBRECIPIENT will be required to document all procurement processes related to purchase of goods and services with Federal Funding in compliance 2 CFR Part 200. SUBRECIPIENT will be required to submit all documentation regarding purchase of goods and services with federal funding to the CITY.
- [9] **Debarred or Ineligible Vendors and Contractors.** SUBRECIPIENT shall produce a list of all subcontractors/vendors to the CITY. Described herein and attached and incorporated hereto as APPENDIX G is a certification from the SUBRECIPIENT stating that neither the SUBRECIPIENT nor any subcontractor secured by the SUBRECIPIENT has been debarred, suspended or determined ineligible to engage in the activity necessary to perform the services of this contract. SUBRECIPIENT will be required to

submit a listing of contractors/sub-contractors to the CITY for confirmation of federal debarment by the Officer of Disaster Recovery.

### **VIII. Other Program Requirements**

- A. The SUBRECIPIENT shall carry out the activities funded through this Agreement in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the SUBRECIPIENT does not assume the Department's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.
- B. The SUBRECIPIENT shall comply with applicable state statutes, CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.
- C. SUBRECIPIENT shall insert the provisions of this Paragraph in any subcontract arising from this Agreement.

### **IX. PERSONNEL AND PARTICIPANT CONDITIONS**

#### **A. Civil Rights**

- [1] Compliance** - The SUBRECIPIENT shall comply with all CITY and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 108 9of Title I of the Housing & Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, 11628, 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.
- [2] Non-Discrimination** - The SUBRECIPIENT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- [3] Land Covenants** - This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenants, and will not itself so discriminate.
- [4] Section 504** - The SUBRECIPIENT shall comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.

794) that prohibits discrimination against individuals with handicaps in any Federally assisted program.

**B. Affirmative Action**

[1] The SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1966, as amended, to the extent applicable.

[2] **Women- and Minority-Owned Businesses (W/MBE)** - The SUBRECIPIENT shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans and American Indians.

The SUBRECIPIENT may submit a Massachusetts State Office of Minority and Women Owned Business Assistance (SOMWBA) certification regarding their status as minority and female business enterprises in lieu of an independent investigation.

Should a subcontract be entered into pursuant to this Agreement, the SUBRECIPIENT shall provide a written report documenting the W/MBE status of said subcontractors.

[3] **Access to Records** - The SUBRECIPIENT shall furnish and cause each of its subrecipients or subcontractors to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the CITY, the United States Department of Housing & Urban Development or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

[4] **Notifications** – The SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

[5] **EEO/AA Statement** - The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. Pursuant to the requirements of 24 CFR 107.21, the SUBRECIPIENT shall take affirmative action to prevent discriminatory practices and shall take all action necessary and proper to prevent discrimination on the basis of age, race, color, religion, sex, physical handicap or national origin.

[6] **Sub-Agreement Provisions** - The SUBRECIPIENT shall include the provisions of Section VIII (A) Civil Rights, and (B) Affirmative Action, in every subcontract or purchase



order, specifically or by reference so that such provisions shall be binding upon each of its own subrecipients or subcontractors.

### **C. Employment Conditions & Restrictions**

**[1] Prohibited Activities** - The SUBRECIPIENT is prohibited, as are personnel employed by the SUBRECIPIENT in the administration of the program, from using funds provided herein for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

#### **[2] Labor Standards**

[a] The SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

[b] The SUBRECIPIENT shall, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, ensure that all contractors engaged under Agreements in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, comply with Federal requirements adopted by the CITY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

[c] The SUBRECIPIENT represents and assures the CITY that it has or shall secure at its own expense all personnel required for the performance of all services under this Agreement. Such personnel or any persons receiving compensation from SUBRECIPIENT as a result of this Agreement shall not be employees nor former employees of the CITY who have resigned or terminated their employment within one year, nor shall such employees have any relationship contractual or otherwise with the CITY except for non-confidential secretarial employees, unless specified waivers are granted by the CITY's Mayor in writing. SUBRECIPIENT's personnel shall not be considered as employees of the CITY, and SUBRECIPIENT shall indemnify and save harmless the CITY from any claims, demands or actions brought by any of said employees against the CITY, and pay any judgments resulting from any such claims, demands or suits against CITY if related to the performance of this Agreement, or by reason of sickness, accident or illness, or for any other cause.

**[3] "Section 3" Clause**

- [a] Compliance** - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT shall comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area [City of Springfield, MA] and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area [City of Springfield, MA] in which the project is located."

The SUBRECIPIENT shall ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the metropolitan area [City of Springfield, MA] in which the project is located, and to low and very low income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area [City of Springfield, MA] in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with this requirements.

- [b] Notification** - The SUBRECIPIENT shall to send to each labor organization or representative of workers with which its has a collective bargaining agreement or other Agreement or under-standing, if any, a notice advising said labor organization or worker's representative of its commitment under this Section 3 clause and shall post copies of the

notice in conspicuous places available to employees and applicants for employment or training.

- [c] **SubAgreements** - The SUBRECIPIENT shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and shall not let any subcontractor unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**D. Conduct**

- [1] **Assignability** - The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

[2] **SubAgreements**

- [a] **Approvals** - The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

- [b] **SubAgreement Monitoring** - The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written, quarterly reports the form for which shall be provided by the CITY, and supported with documented evidence of follow-up actions taken to correct areas of non-compliance.

- [c] **Content** - The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement and subsequently all provisions in this Agreement shall apply to any subcontractor under such subcontract.

- [d] **Selection Process** – In accordance with Section VI(D) "Procurement", the SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

- [3] **Hatch Act** - No funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

- [4] **Conflict of Interest** –

[a] The SUBRECIPIENT shall maintain a standard of conduct that complies with 2 CFR Part 200 and 24 CFR Part 570.611. Said standard of conduct shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agency;
2. Any of his/her immediate family;
3. His or her partner; or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

[b] The SUBRECIPIENT shall abide by the provisions of 2 CFR Part 200 and 24 CFR Part 570.611 with respect to conflict of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. Furthermore, no officer, member or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project during their tenure in office and for one year thereafter, shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they may be, directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof nor shall any members of Congress of the United States of America or members of any board, agency, commission, legislative assembly, or other officers of any political subdivision of the United States of America or of the Commonwealth of Massachusetts, during their tenure in office and for one year thereafter, be admitted to any share or part heretofore to any benefit to arise here from.

[c] The SUBRECIPIENT and its individual board members shall not negotiate, seek or request or in any way solicit or accept any quid pro quo contribution, including in kind contributions, grants, gifts, aid, donations, assistance, or any kind of compensation in exchange for their endorsement, sanctioning or silence about issues presently pending before a Neighborhood Council, the City Council, any board, commission or other office of the City, state or federal government.

[d] The SUBRECIPIENT and its individual board members shall disclose in writing to the Director of Community Development any interest in any project for which they are offering comment as part of a deliberative process of a Neighborhood Council, the City Council, any board, commission or other office of the City, state or federal government—no matter the basis of the interest—prior to offering official comment on the same.

- [e] The SUBRECIPIENT shall distribute copies of this conflict of interest subsection to all board members.
- [f] Nothing contained herein shall be deemed to prevent residents of the neighborhoods served by Community Development Block Grant activities, who are otherwise eligible to receive any benefits which may arise as the result of said activities, or of work created as a result of this Agreement by reason of such resident being either an elected or appointed member of a community board or a member of any other nonprofit organization that may have some responsibilities under this Agreement; provided, however, that the provisions of Chapter 268A, the Conflict of Interest Law of the Commonwealth of Massachusetts, is preserved.

**[5] Lobbying - The SUBRECIPIENT hereby certifies that:**

- [a] No Federal appropriate funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;
- [b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- [d] Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- [e] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such

reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.

- [6] **Copyright** - If this Agreement results in any copyrightable or patentable material or inventions, the CITY reserves the right to royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.
- [7] **Religious Organization** - Funds provided under this Agreement shall not be utilized by the SUBRECIPIENT for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **X. ENVIRONMENTAL CONDITIONS**

SUBRECIPIENT shall comply with environmental conditions described in this section, Acts, and all applicable standards, orders or regulations issued thereunder. Furthermore, SUBRECIPIENT agrees to insert the provisions of this section in any subcontract arising from this Agreement.

### **A. Environmental Review**

Prior to any choice limiting action the CITY shall cause an environmental review to be performed and prepared to determine whether the project meets local, state and federal environmental regulations in accordance with 24 CFR Part 58. The review will determine whether the project meets local, state and federal environmental standards and a Release of Funds from HUD. No choice limiting action may be taken until the review has been performed and a Release of Funds has been issued by HUD. The parties agree that the provision of any funds to the project is conditioned on completion of the Environmental Review prior to choice limiting action being taken. The parties agree that the provision of any funds to the project is conditioned on the City of Springfield determination to proceed with, modify or cancel the project based on results of a subsequent environmental review.

### **B. Air and Water**

The SUBRECIPIENT shall comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 1857 at seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### **C. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National

Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**D. Lead-Based Paint**

Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 507.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

**E. Historic Preservation**

The SUBRECIPIENT shall comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (16 U.S.C. 470), P.L.89-665, the Archaeological and Historic Preservation Act of 1974, P.L. 93-291, Executive Order 11593 and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement, thereby eliminating or minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

**XI. DUPLICATION OF BENEFITS**

Subrecipient agrees to disclose any payments of disaster related assistance received in relation to the June 1, 2011 tornado. Subrecipient agrees to execute an affidavit certifying funds received. *This will include any payments from FEMA, SBA, Private Insurance, etc.* Subrecipient agrees that it will ensure there are no Duplication of Benefits in accordance with the Robert T. Stafford Act and that any duplicative funds received after the signing of this Agreement will be paid back to the City of Springfield.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breached. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **XIII. VENUE AND EXCLUSIVE FORUM**

The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts, in either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

### **XIV. ENTIRE AGREEMENT**

The parties hereto agree that the entire Agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereto.

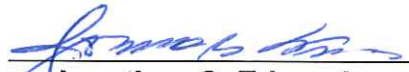


**XV. SIGNATURES**

SUBRECIPIENT shall designate an authorized representative for purposes of this Agreement. The SUBRECIPIENT is responsible for ensuring that that the signatory is an authorized representative and has full power to bind the SUBRECIPIENT to this Agreement and to any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited by SUBRECIPIENT's charter and are authorized by SUBRECIPIENT's principals or charter.


**IN WITNESS WHEREOF**, the **CITY** and the **SUBRECIPIENT** have signed and sealed this Agreement as of the date the same is signed by all parties listed below.

**SUBRECIPIENT**

By:   
**Jonathan S. Edwards**  
Its: Director of Strategic Partnerships  
Date: 15 January 2017

**CITY OF SPRINGFIELD**


By:   
Kevin E. Kennedy  
Chief Development Officer

  
Tina Quagliato  
Office of Disaster Recovery and Resilience  
26451817 - 530105-64516 \$300,000.00

**Approved as to Appropriation:**  
 1/31/17  
City Comptroller, *ORR/DR*

**Approved as to Form:**  
  
City Solicitor

Reviewed:  
  
Chief Administrative and Financial Officer

**APPROVED:**  
  
Domenic J. Sarno  
Mayor  
Date Signed: 2/2/17

**Part II: Attachments**

- APPENDIX A: Agreement between The City of Springfield & Tech Foundry for CDBG-NDR Competition executed October 23, 2015**
- APPENDIX B: Scope of Services & Budget**
- APPENDIX C: Corporate Certification**
- APPENDIX D: Board Authorization to Execute Contract**
- APPENDIX E: Insurance Certificate**
- APPENDIX F: Internal Control Questionnaire**
- APPENDIX G: Debarment Certificate**
- APPENDIX H: Conflict of Interest Statement**
- APPENDIX I: Notarized Tax Certification Form**
- APPENDIX J: National Objective Compliance Certification**
- APPENDIX K: Subrogation Agreement**
- APPENDIX L: Lobbying Certification**
- APPENDIX M: Duplication of Benefits Affidavit**

Appendix A



RUSH

Contract 20160463

### City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			M.L.	10-27-15
Planning	M.L.	10-27-15	M.L.	10-23-15
City Comptroller	MLL	10/23/15	MLL	10/23/15
Law	ewj	10/23/15	ewj	10/23/15
Mayor	CJ	10/23/15	CJ	10/23/15
City Comptroller	MLL	10/23/15	MLL	11/26/15
Community Development				

Vendor No.: 14731    Contract No.: 20160463    Contract Date: 10/20/2015

Contract Amt.: \$0.00    Issue Date: 10/23/2015    Renewal Date:

Appropriation Code1:  
 Appropriation Code2:  
 Appropriation Code3:  
 Appropriation Code4:

Description of Funding Source: CDBG- NDRC

Bid No.:                      Requisition No.: N/A    PO No.:

Vendor Name: Tech Foundry

Contract Type: CDBG- NDRC

Contract Purpose: CDBG- NDRC Sub-Recipient Agreement

Originating Dept.: Community Development

Expiration Date:                      Amendment Date:                      Extension Date:

TYPE OF DOCUMENT (Please select at least one):  
 New     Renewal     Amendment     Extension

**PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF SPRINGFIELD  
AND  
TECH FOUNDRY  
FOR**

**Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Springfield (herein called the "Applicant") and Tech Foundry (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using \$300,000 in CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Tech Foundry will provide Information Technology job training to low-income and vulnerable Springfield residents located within the Urban River Watershed District. Tech Foundry will conduct all outreach and recruitment to eligible Springfield residents. Tech Foundry will determine student eligibility for the

training, which will include student assessment. Tech Foundry will provide six sessions that are sixteen weeks in length. Training will include a ten weeks in the classroom and a two week internship program. Training will include soft skill development, resume writing instruction, interview skills and practical IT skills that will include in badges in the following Python Basic, PC Deployment, Data Compliancy Encryption and Security, Network Infrastructure. Tech Foundry will provide all staffing necessary to conduct the trainings and will coordinate with Springfield Technical Community College and other partners, as necessary, for recruitment of students. Tech Foundry will be responsible for all coordination with Human Resources Unlimited (HRU) for soft skills training. Tech Foundry will also provide case management and employment placement services to all participating students. Tech Foundry will train a minimum of 72 students through these programs.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The partner agrees that they will hold six, sixteen week sessions over the 24 month period, sessions will each have 37 participants. Sessions will begin when funding is awarded and training will be completed no later than September 30, 2019.

**C. Staffing**

The Regional Employment Board of Hampden County, Inc., will provide all staffing required for this program. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

The City of Springfield reserves the right to adjust budget amounts based on final award from HUD.

**TOTAL** **\$ 300,000**

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**V. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VI. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date 20 October 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**PARTNER:**

By: [Signature]  
Tech Foundry  
Title Director of Strategic Partnerships

**CITY OF SPRINGFIELD:**

By: [Signature]  
Planning & Economic Development

By: [Signature]  
Office of Disaster Recovery & Compliance

<sup>W</sup> APPROVED AS TO APPROPRIATION: <sup>N/A</sup>  
[Signature] 10/23/15  
Comptroller, DEPR

**REVIEW:**

Approved as to Form:

[Signature] 10/23/15  
Law Department

**APPROVED:**

[Signature]  
Domenic J. Sarno  
Mayor

Date Signed: 10/23/15

DUNS # \_\_\_\_\_

## APPENDIX B – SCOPE OF SERVICES

Tech Foundry will provide an IT Job Training Program. The skill-levels of the current Springfield job force do not match with job requirements for employment opportunities. Subsequently, Springfield's unemployment rate is generally about 2% above Massachusetts' rate and 56% of residents 25 or older do not have any education beyond high school. While the City has recently attracted a number of industries that will enhance the tax base, residents may not be in a position to benefit from a new opportunity without training and implementation of effective career ladders. Therefore the preliminary goal of the IT Job Training program is to increase the skill level of low-moderate residents within the Urban Watershed District and provide them the necessary training to gain employment.

All funds will be utilized in a manner satisfactory to the City of Springfield and consistent with the regulations required as a condition of these funds.

Tech Foundry agrees that the IT Job Training Program will include the following:

- The IT Job Training Program will train and benefit Low-Mod Income residents of the Urban Watershed District. Tech Foundry will be responsible for screening and reporting on program participants to ensure they meet eligibility criteria. Tech Foundry will ensure that each student fills out a Section 3 certification (see attached) and that certification is submitted to the City when student is initially included in quarterly report.
- Tech Foundry will conduct all outreach and recruitment to eligible residents. This will also include performing student assessment. Tech Foundry will coordinate with Springfield Technical Community College and other partners, as necessary, for recruitment of students and will be responsible for meeting recruitment and training goals set forth in this agreement.
- Tech Foundry will provide five (5) sessions that are fourteen (14) weeks in length. Training will include ten (10) weeks in the classroom and a four-week internship with an area employer. Anticipated schedule:

<b>YEAR</b>	<b>JANUARY – APRIL</b>	<b>MAY – AUGUST</b>	<b>SEPTEMBER - DECEMBER</b>
2017	10 Students ( 40 Total)	14 Students (30 Total)	16 Students (40 Total)
2018	16 Students ( 40 Total)	16 Students (30 Total)	N/A
<b>TOTAL STUDENTS</b>	<b>26 Students (100 Total)</b>	<b>30 Students (60 Total)</b>	<b>16 Students (40 Total)</b>

- Training will include soft skill development, resume writing instruction, interview skills and practical IT skills that will include badges in the following: Python Basic, PC Deployment, Data Compliancy Encryption and Security and Network Infrastructure.
- Tech Foundry will provide all staffing necessary to conduct all trainings. All trainers will be well qualified and appropriately certified in their respective fields.
- Tech Foundry will be responsible for all coordinate with Human Resources Unlimited (HRU) for soft skills training.
- Tech Foundry will be responsible for identifying and placing students in internship opportunities.



- Tech Foundry will provide case management and employment placement services to all participating students. Tech Foundry will report on all students' employment status following training in quarterly reports that will be submitted to the City of Springfield.
- Tech Foundry will be responsible for reporting all recruitment, training and job outcomes within the quarterly reports. Tech Foundry will also be responsible for reporting on expenditures of leveraged funding in their quarterly report.
- Tech Foundry will be responsible for training a minimum of 72 students through this program.

Tech Foundry agrees that all expenditure of funds will comply with applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act OF 1974 (42 USC 5302 et seq.), The CDBG Program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's Community Development Block Grant National Disaster Resilience Allocation and any subsequent published amendments (The CDBG-NDR NOFA), and the City of Springfield's CDBG-NDR NOFA Phase I and Phase II Applications.

Tech Foundry and its' vendors will furnish all staffing and labor related to completion of the plan. Tech Foundry will procure all goods and services in compliance with local, state and federal procurement requirements, including 2 CFR Part 200.

The City of Springfield will disburse all funding on a reimbursement basis in accordance with applicable local, state and federal regulations. The City of Springfield will monitor progress in accordance with all local, state and federal regulations. Any changes to the schedule must be approved by the City of Springfield in writing.



Jonathan S. Edwards

19 January 2017

Date Signed

**BUDGET & SCHEDULE**

**Revenues**

City of Springfield/CDBG	\$ 115,240	\$ 184,760	\$ 300,000
In-Kind Leverage/Volunteer Instructors	\$ 20,000	\$ 40,000	\$ 60,000
<b>Total Revenue (including leverage)</b>	<b>\$ 135,240</b>	<b>\$ 224,760</b>	<b>\$ 360,000</b>

**Expenses**

**Staff**

<b>Total Salary</b>	<b>\$ 57,000</b>	<b>\$ 101,900</b>	<b>\$ 158,900</b>
<b>Fringe (28%)</b>	<b>\$ 13,440</b>	<b>\$ 24,610</b>	<b>\$ 38,050</b>
<b>Total Salary &amp; Fringe</b>	<b>\$ 70,440</b>	<b>\$ 126,510</b>	<b>\$ 196,950</b>

**General Overhead:**

Rent	\$ 12,900	\$ 21,750	\$ 34,650
Parking & Transportation	\$ 1,800	\$ 2,800	\$ 4,600
Professional Costs	\$ 1,000	\$ 1,500	\$ 2,500
Utilities	\$ 1,500	\$ 2,500	\$ 4,000
Phone	\$ 1,200	\$ 2,000	\$ 3,200
Travel & Entertainment	\$ 2,100	\$ 2,100	\$ 4,200
Marketing & Outreach	\$ 9,500	\$ 4,000	\$ 13,500
Insurance	\$ -	\$ -	\$ -
Supplies	\$ 2,000	\$ 2,000	\$ 4,000
Food for Students	\$ 3,000	\$ 5,000	\$ 8,000
Furniture and Fixtures	\$ 800	\$ 1,200	\$ 2,000
Equipment & Tools (computers)	\$ 8,100	\$ 12,300	\$ 20,400
Events	\$ 900	\$ 1,100	\$ 2,000
<b>Total Operating Expenses</b>	<b>\$ 44,800</b>	<b>\$ 58,250</b>	<b>\$ 103,050</b>

<b>Sub-Total</b>	<b>\$ 115,240</b>	<b>\$ 184,760</b>	<b>\$ 300,000</b>
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<b>Indirect Costs (10%)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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<b>Total Expenses</b>	<b>\$ 115,240</b>	<b>\$ 184,760</b>	<b>\$ 300,000</b>
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**BUDGET & SCHEDULE**

**Revenues**

City of Springfield/CDBG	\$	115,240	\$	184,760	\$	300,000
In-Kind Leverage/Volunteer	\$	20,000	\$	40,000	\$	60,000
<b>Total Revenue (including leverage)</b>	<b>\$</b>	<b>135,240</b>	<b>\$</b>	<b>224,760</b>	<b>\$</b>	<b>360,000</b>

**Expenses**

<b>Staff</b>	<b>\$</b>	<b>57,000</b>	<b>\$</b>	<b>101,900</b>	<b>\$</b>	<b>158,900</b>
<b>Fringe (28%)</b>	<b>\$</b>	<b>13,440</b>	<b>\$</b>	<b>24,610</b>	<b>\$</b>	<b>38,050</b>
<b>Total Salary &amp; Fringe</b>	<b>\$</b>	<b>70,440</b>	<b>\$</b>	<b>126,510</b>	<b>\$</b>	<b>196,950</b>

**General Overhead:**

Rent	\$	12,900	\$	21,750	\$	34,650
Parking & Transportation	\$	1,800	\$	2,800	\$	4,600
Professional Costs	\$	1,000	\$	1,500	\$	2,500
Utilities	\$	1,500	\$	2,500	\$	4,000
Phone	\$	1,200	\$	2,000	\$	3,200
Travel & Entertainment	\$	2,100	\$	2,100	\$	4,200

Marketing & Outreach	\$ 9,500	\$ 4,000	\$ 13,500
Insurance	\$ -	\$ -	\$ -
Supplies	\$ 2,000	\$ 2,000	\$ 4,000
Food for Students	\$ 3,000	\$ 5,000	\$ 8,000
Furniture and Fixtures	\$ 800	\$ 1,200	\$ 2,000
Equipment & Tools (computers)	\$ 8,100	\$ 12,300	\$ 20,400
Events	\$ 900	\$ 1,100	\$ 2,000
<b>Total Operating Expenses</b>	<b>\$ 44,800</b>	<b>\$ 58,250</b>	<b>\$ 103,050</b>
<b>Sub-Total</b>	<b>\$ 115,240</b>	<b>\$ 184,760</b>	<b>\$ 300,000</b>
Indirect Costs (10%)	\$ -	\$ -	\$ -
<b>Total Expenses</b>	<b>\$ 115,240</b>	<b>\$ 184,760</b>	<b>\$ 300,000</b>

VOTE OF CORPORATION AUTHORIZING  
EXECUTION OF CONTRACT

I, the undersigned, a resident of Spofford in the State of New Hampshire hereby certify that I am the Clerk/Secretary or duly authorized officer of Tech Foundry, a Massachusetts Corporation duly organized by law and that this is a true, correct and complete copy of vote prepared at a meeting of the Directors of said corporation, duly called and held on 18 January 2017, at which meeting a majority of the Directors were present and acting throughout.

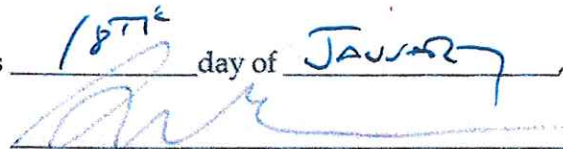
VOTED: That Jonathan Edwards the Director of Strategic Partnerships of the  
(Authorized Official\*) (Title)

forementioned corporation, be and hereby is authorized to affix the corporate Seal, sign and deliver in the name and on behalf of the corporation a contract with the City of Springfield Office of Community Development for Services Related to IT Training and Placement in the amount of \$300,000 effective for the Fiscal Year 2017 commencing July 1, 2016 and ending June 30, 2017, for activities authorized in accordance with the United States Department of Housing and Urban Development.

I further certify that the said vote as set out above has not been revoked or rescinded and is now in full force and effect, that said vote and action ordered thereby are in pursuance of the By-Laws of this Corporation.

IN WITNESS WHEREOF, I hereto set my hand this 18<sup>th</sup> day of January

Corporate Seal



Clerk/Secretary



Appendix E

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Webber & Grinnell 8 North King Street  Northampton MA 01060	<b>CONTACT NAME:</b> Jenna Rodrigue, CISR <b>PHONE (A/C No. Ext):</b> (413) 586-0111 <b>FAX (A/C. No.):</b> (413) 586-6481 <b>E-MAIL ADDRESS:</b> jrodrigue@webberandgrinnell.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Tech Foundry, Inc Attn: Delcie D. Bean CEO 84 Russell Street Hadley MA 01035	<b>INSURER A:</b> WCAR- Atlantic Charter	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** WC Exp 2014      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	To Be Determined	3/10/2014	3/10/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Springfield Springfield, MA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  J Rodrigue, CISR/JER

F  
**APPENDIX F**  
**INTERNAL CONTROL QUESTIONNAIRE**

DATE: 15 January 2017

NAME OF OPERATING AGENCY: Tech Foundry

ADDRESS OF OPERATING AGENCY: 1391 Main Street, 9<sup>th</sup> Floor, Springfield, MA

TAX ID OF OPERATING AGENCY: 46-4389001

TEL #: 413-276-0609 FAX #: N/A CONTACT PERSON: Natalie Sacco

TITLE OF PROJECT: IT Job Training Program

PROJECT LOCATION: 1391 Main Street, 9<sup>th</sup> Floor, Springfield, MA

AMOUNT OF FUNDING Three Hundred Thousand and 00/100 (\$300,000.00) City CDBG-NDR funding,

SOURCE OF FUNDING: CDBG  E.C.  OTHER  (CDBG-NDR)

1. Name and Title of individual(s) signing Schedule of Reimbursable expenses request and checks: Natalie Sacco, Director of Operations/Tech Foundry

A. REIMBURSABLE EXPENSE REQUEST Natalie Sacco, Director of Operations

B. CHECK SIGNATURE Jonathan S. Edwards, Director of Strategic Partnerships

2. Name of person responsible for maintaining records for this contract (list title also).

Natalie Sacco, Director of Operations

3. Name of person who is responsible for:

A. Maintaining payrolls Natalie Sacco, Director of Operations

B. Maintaining Time Sheets Natalie Sacco, Director of Operations

C. Reconciling Bank Statements Natalie Sacco, Director of Operations

D. Preparing Statement of Project Costs Natalie Sacco, Director of Operations

E. Preparing Checks Natalie Sacco, Director of Operations

F. Purchasing Natalie Sacco, Director of Operations

4. Name of person who will maintain the following books of record (at least)

1. Cash receipts and Disbursements Ledger Natalie Sacco

2. Voucher Register Natalie Sacco

3. Project Cost Ledger Natalie Sacco & Jonathan Edwards

5. Name of Employees Bonded:

Natalie Sacco

Jonathan Edwards

6. Does the agency maintain a purchase requisition system, and who authorizes purchases? Yes, all purchases are authorized by either Natalie Sacco or Jonathan Edwards.

7. Who signs all vouchers ready for payment? Natalie Sacco

8. What is included or needed for authorization to disburse checks (e.g., voucher, purchase order, receiving slip)? Tech Foundry requires an invoice to disburse checks.

9. Who is responsible for hiring personnel? Natalie Sacco and Jonathan Edwards are responsible for approving and selecting personnel. A joint decision must be made for a hire to be possible.

10. Who is responsible for submitting time sheets of employees? Natalie Sacco

11. What controls are in place for equipment purchases? Equipment purchases are not made without the budget approval of Jonathan Edwards and the equipment need approval of our Director of Programs & Curriculum, Alex Schwartz. Natalie Sacco ultimately makes the purchase and Jonathan Edwards has sole authority to sign payment checks.

I HEREBY ATTEST THAT THE ABOVE INFORMATION IS ACCURATE AND CORRECT.



Signature of Authorized Representative for Agency

18 January 2017

Date



6

APPENDIX 1  
DEBARMENT CERTIFICATE

Name of Subrecipient: Tech Foundry

Described herein and attached here to as Attachment IV is a certification from the SUBRECIPIENT stating that neither the SUBRECIPIENT nor any subcontractor secured by the SUBRECIPIENT has been debarred, suspended or determined ineligible to engage in the activity necessary to perform the services of this contract.

By signing this Certificate, the organization expressly understands and acknowledges that any person responsible for performing activities/services under this agreement are currently eligible to engage in the activity under this contract.

Dated: 15 January 2017



Jonathan S. Edwards  
(printed name of agent)


**IF YOU DO NOT ALREADY HAVE A CONFLICT OF INTEREST STATEMENT, YOU MAY USE THE INFORMATION PROVIDED HERE; HOWEVER, THE CERTIFICATE MUST BE PRINTED ON YOUR ORGANIZATION'S LETTERHEAD AND SIGNED BY AN AUTHORIZED AGENT.**

Conflict of Interest Statement

No staff or Board of Director of the Tech Foundry will financially benefit from performing their prescribed duties other than receiving their normal compensation per salary of contract. Additionally no staff member of Board of Director can use or take possession of any of the Tech Foundry resources without express approval of its Board of Director's Chairperson.

All transactions conducted by staff and the Board of Directors must be arms length transactions, whose sole intent is to enhance the role and the mission of Tech Foundry.

Dated: 15 January 2017

  
Jonathan S. Edwards

Jonathan S. Edwards  
(printed name of agent)

I  
**APPENDIX ~~H~~ - TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS**

**008-54-9082**

Individual Social Security Number

**001122065**

State Identification Number

**46-4389001**

Federal Identification Number

Company: Tech Foundry

P.O. Box (if any): Street Address Only: 1391 Main Street – 9<sup>th</sup> Floor

City/State/Zip Code: Springfield, MA 01103

Telephone Number: (413) 276-0609

Fax Number: \_\_\_\_\_

List address(es) of all other property owned by company in Springfield: \_\_\_\_\_

Please Identify if the bidder/proposer is a:

Corporation XXXXX

Individual \_\_\_\_\_ Name of Individual: \_\_\_\_\_

Partnership \_\_\_\_\_ Names of all Partners: \_\_\_\_\_

Limited Liability Company \_\_\_\_\_ Names of all Managers: \_\_\_\_\_

Limited Liability Partnership \_\_\_\_\_ Names of Partners: \_\_\_\_\_

Limited Partnership \_\_\_\_\_ Names of all General Partners: \_\_\_\_\_

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

**FEDERAL TAX CERTIFICATION**

I, Jonathan S. Edwards certify under the pains and penalties of perjury that Tech Foundry, to my best knowledge and  
(authorized agent) (Bidder/Proposer)  
belief, has/have complied with all **United States Federal taxes** required by law.

Tech Foundry  Date: 18 January 2017  
Bidder/Proposer Authorized Person's Signature

**CITY OF SPRINGFIELD TAX CERTIFICATION**

I, Jonathan S. Edwards certify under the pains and penalties of perjury that N/A, to my best knowledge and  
(authorized agent) (Bidder/Proposer)  
belief, has/have complied with all **City of Springfield taxes** required by law (has/have entered into a Payment Agreement with the City).

N/A  Date: 18 January 2017  
Bidder/Proposer Authorized Person's Signature

**COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION**

Pursuant to M.G.L. c. 62C '49A, I, Jonathan S. Edwards certify under the pains and penalties of perjury that Tech Foundry,  
(authorized agent) (Bidder/Proposer)  
to my best knowledge and belief, has/have filed all state tax returns and has/have complied with all state taxes required by law.

Tech Foundry  Date: 18 January 2017  
Bidder/Proposer Authorized Person's Signature

**Notary Public**

COMMONWEALTH OF MASSACHUSETTS

,ss. January 26, 2019

Then personally appeared before me [name] Jonathan Edwards, [title] Director of Strategic Partnerships  
of [company name] Tech Foundry, being duly sworn, and made oath that he/she has read the foregoing document, and  
knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and  
deed and the free act and deed of [company name] Tech Foundry.

Cindy Bell Francis  
Notary Public Cindy Bell Francis

My commission expires: October 14, 2022

**YOU MUST FILL THIS FORM OUT COMPLETELY AND  
YOU MUST FILE THIS FORM WITH YOUR BID.**





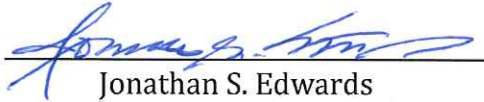
**EXHIBIT I: NATIONAL OBJECTIVE COMPLIANCE CERTIFICATE**

National Objective Compliance Certificate

In accordance with the statutes and regulations set forth by the U.S. Department of Housing and Urban Development (HUD), activities funded through the Community Development Block Grant (CDBG) must be used to meet one of three national objectives named by HUD. Those three objectives are: (1) benefiting low or moderate-income persons; (2) preventing or eliminating slums or blight; and (3) meeting an urgent need. To be eligible for funding, every CDBG-funded activity must meet one of these National Objectives.

I, Jonathan S. Edwards, certify that the activity proposed in this application for CDBG funding will meet one of these three national objectives as set forth above. The Tech Foundry also certifies that it will maintain sufficient documentation to ensure compliance with National Objectives.

Dated: 15 January 2017

  
Jonathan S. Edwards

Jonathan S. Edwards  
(printed name of agent)

Director of Strategic Partnerships  
(title of agent)



Appendix K

**City of Springfield  
Office of Disaster Recovery and Compliance**

**CDBG Disaster Recovery Program**  
**Awarding Federal Agency: United States Department of Housing and Urban Development**  
**Federal**  
**Award Number: B-13-MS-25-0001**

**SUBROGATION AND ASSIGNMENT AGREEMENT**

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this **15** day of January, 2017, by and between Tech Foundry ("Subrecipient") and the City of Springfield.

**1. Assignment Relating to Funds Received under CDBG-Disaster Recovery Program.**

In consideration of Subrecipient's receipt of funds or the commitment by the City of Springfield to evaluate Subrecipient's application for the receipt of funds under the CDBG Disaster Recovery Program (CDBG-DR) administered by the City of Springfield; Subrecipient hereby assigns to the City of Springfield all of Subrecipient's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Structure (defined below) that was the basis of the calculation of Subrecipient's award to the extent of the Note or Loan proceeds paid to Subrecipient under the Program. The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Subrecipient assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Subrecipient's application with the Program arising out of physical damage to the Structure originally caused by the June 2011 Tornado respectively but also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. The causes of subsequent damage include, but are not limited to, the June 1, 2011 F3 Tornado respectively. The Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Subrecipient and which provides coverage for physical damage to the Structure.

**2. Cooperation and Further Documentation.** Subrecipient agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Subrecipient has against the insurers for reimbursement under any such policies. Subrecipient's assistance and cooperation shall include allowing suit to be brought in Subrecipient's name(s), giving depositions, providing documents, producing records and other

August, 2011

evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Subrecipient further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Subrecipient would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the City of Springfield, to the extent of the Note or Loan proceeds paid to Subrecipient under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City of Springfield to consummate and make effective the purposes of this Agreement.

3. **Authorization for City of Springfield to Contact Third Parties.** Subrecipient explicitly allows the City of Springfield to request of any company with which Subrecipient held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Subrecipient's consent to such company to release said information to the City of Springfield.

4. **Agreement to Turn over Proceeds; Future Reassignment.** If Subrecipient (or any entity holding a lien on the Structure, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Structure (not including proceeds received to cover contents), Subrecipient agrees to promptly pay such amounts to the City of Springfield if Subrecipient received grant proceeds under the Program in an amount greater than the amount Subrecipient would have received if such insurance and/or disaster relief or reimbursement payment had been considered in the calculation of Subrecipient's award. Once the City of Springfield has recovered an amount equal to the grant proceeds paid to Subrecipient, the City of Springfield will reassign to Subrecipient any rights assigned to the City of Springfield pursuant to this Agreement.

5. **Mortgage City of Springfield Rights.** Subrecipient acknowledges that this Agreement does not impair Subrecipient's mortgage or City of Springfield's rights as loss-payee under any deed of trust or mortgage on the Structure.

6. **Miscellaneous.**

(a) **WARNING: Subrecipient is hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Massachusetts General Law Part IV Title I Chapter 266 Section 67b, and, depending, is punishable by imprisonment for up to five years and/or a fine not to exceed \$10,000.00.**


(b) Subrecipient hereby represents that he/she has received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

(c) Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Borrower shall be true and correct as of the date of Closing.

(d) In any proceeding to enforce this Agreement, the City of Springfield shall be entitled to recover all costs of enforcement, including actual attorney's fees.

EXECUTED this 15 day of January, 2017.

**SUBRECIPIENT:**

  
Jonathan S. Edwards

EXECUTED this        day of        20        .

**CITY OF SPRINGFIELD:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



L

**EXHIBIT C: LOBBYING CERTIFICATION**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The SUBRECIPIENT hereby certifies that:

- [a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;
- [b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans and cooperative agreements) and that all Developers shall certify and disclose accordingly; and
- [d] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.

Tech Foundry

Dated: 15 January 2017

By:   
(signature of authorized agent)

Jonathan S. Edwards  
(printed name of agent)

Director of Strategic Partnerships  
(title of agent)

I, Jonathan S. Edwards, an authorized officer of Tech Foundry, on oath, hereby depose and state as follows:

1. I am the Director of Strategic Partnerships of Tech Foundry. I have held this position since 1 April 2015. As part of my duties I am responsible for the oversight of all disaster related funding and funding for all Tech Foundry projects/programs.
2. I affirm that Tech Foundry was not directly impacted by the June 1, 2011 tornado.
3. I affirm that Tech Foundry did not apply for any emergency disaster funding from FEMA, SBA, Insurance and/or other funding sources for an IT Job Training Program in Springfield, MA.
4. I affirm that Tech Foundry has not received any duplicative funding for the IT Job Training Program in Springfield, MA. This includes funding from FEMA, SBA, Insurance and/or other sources.
5. I affirm that Tech Foundry does not anticipate receiving any duplicative Disaster Recovery funding in the future for the IT Job Training Program.
6. I acknowledge the obligation of Tech Foundry to repay any funds to the City of Springfield, Massachusetts and the United States Department of Housing and Urban Development if a Duplication of Benefits is discovered and/or occurs after funds have been disbursed.
7. I affirm that costs associated with the IT Job Training Program in Springfield, MA are necessary and reasonable and that there has been no Duplication of Benefits in accordance with the Robert T. Stafford Disaster Assistance and Emergency Relief Act and all applicable Federal Register Notices.

SIGNED under penalty of perjury this 15 day of January, 2017

  
\_\_\_\_\_  
Tech Foundry

Bill To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA  
 01103

Requisition 17009049-00 FY 2017

Acct No:  
 26451817-530105-64516  
 Review:  
 Buyer: lpl  
 Status: Released

Page 1

Vendor  
 TECH FOUNDRY  
 1391 MAIN STREET - 9TH FLOOR  
 SPRINGFIELD, MA 01103  
 Tel#413-276-0609

Ship To  
 DISASTER RECOVERY 4TH FLOOR  
 36 COURT STREET  
 ROOM 405/411  
 SPRINGFIELD, MA  
 MLYNCH@SPRINGFIELDCCITYHALL.COM

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/17	014731				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
CONTRACT# PENDING				
001	CDBG-NDR IT WORKFORCE PROGRAM	1.00	300000.00000	300000.00
		EACH		
1	26451817-530105-64516		300000.00	

Ship To  
 DISASTER RECOVERY 4TH FLOOR  
 36 COURT STREET  
 ROOM 405/411  
 SPRINGFIELD, MA

[Requisition Link](#)

Requisition Total 300000.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
26451817-530105-64516	300000.00	491716.00
CDBG-NDR-BUSINESS&JOB OPPORTUN PROFESSIONAL SERVICES		

\*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Queued	01/26/17	Cathy Buono	
Pending		Melanie Acobe	
Pending		Christopher Fraser	
Pending		Jennifer Whisher	
Pending		Heather Potito	