

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ACCESS MODE, INC**, a Colorado non-profit corporation whose address is 2400 Monaco Parkway, Denver, Colorado 80207 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under this Agreement with the Executive Director of Denver Economic Development & Opportunity (“Executive Director”) or the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Services, Exhibit B Budget, and Exhibit C**, entitled “Financial Administration,” to the City’s satisfaction. The Contract shall perform the services in a lawful, satisfactory and proper manner, and in accordance with written policies and procedures as may be prescribed by the U.S. Department of Commerce (“DOC”) or the City. **Exhibits A, B, and C** are attached hereto and incorporated herein by this reference as if fully set forth herein.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

3. TERM: This Agreement commenced on November 15, 2023, and will expire at 11:59:59 p.m. on October 31, 2025 (the “Term”), unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement. The Term and the provisions herein shall automatically be extended to cover any additional time period during which the Contractor remains in control of Economic Development Administration (“EDA”) Build to Scale (B2S) program funds or other EDA assets.

4. COMPENSATION AND PAYMENT:

a. Budget: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

c. Invoicing: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The Contractor may invoice for services rendered prior to commencement of the Term, subject to DEDO approval of the amount invoiced and approval of the underlying services. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., and **Exhibit C** Financial Administration, applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under this Agreement.

(2) The obligation of the City for payments under this Agreement is limited to monies appropriated by the U.S. Congress and paid into the City Treasury as applicable cost under the Build to Scale Agreements referred to below. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. this Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent Contractor retained to perform professional or technical services for limited periods of time. Neither the

Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. CONDITIONS: This Agreement is also subject to, and the Contractor shall comply with:

- a. the Build to Scale Program award entered into by and between the City and DOC;
- b. the DOC Financial Assistance Standard Terms and Conditions;
- c. Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (79 FR 78390); and
- d. Build to Scale EDA Specific Award Conditions.

Additionally, this Agreement is subject to the City's Charter and all applicable City ordinances, as the same may be amended from time to time.

7. TERMINATION:

a. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement.

d. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor

shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

a. The Contractor represents and warrants that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b. The Contractor will not enter into any lower tier transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction unless authorized by the federal agency from which the transaction originated.

c. The Contractor shall include the certification contained in subparagraph A of this Section in any and all subcontracts hereunder and shall require any subcontractors or sub-consultants to comply with any and all applicable federal laws, rules and regulations, policies and procedures or guidance concerning the federal debarment, suspension, and exclusion program.

d. The Contractor will immediately notify DEDO in writing if at any time it learns that it failed to disclose that it or any of its principals were excluded at the time the parties executed this Agreement, or if due to changed circumstances the Contractor or any of its principals have subsequently been excluded by a federal agency.

e. The representation made in subparagraph A of this Section is a material representation of fact upon which reliance was placed when this transaction was entered into.

9. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or

expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

10. AUDIT REQUIREMENTS: Non-profit organizations that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Uniform Guidance”) and applicable federal regulations.

11. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

12. INSURANCE:

a. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in

coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Business Auto Liability, and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Worker's Compensation and Employers Liability Insurance: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily

injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

13. DEFENSE AND INDEMNIFICATION:

a. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

b. The Contractor’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

14. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

15. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

16. INUREMENT: The rights and obligations of the Parties to this Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.

17. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

18. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

19. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent

jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

20. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

21. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Denver Economic Development & Opportunity or
Designee
Denver Economic Development Opportunities
101 W. Colfax Ave., Suite 850
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

22. DISPUTES: All disputes between the City and Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

23. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

25. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

26. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms,

performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Contractor or the person signing this Agreement to enter into this Agreement.

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

28. ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.

29. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor (collectively “Contractor Materials”) made available, directly or indirectly, by the Contractor to City as part of the Scope of Services, are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

30. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written

approval of the Executive Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

32. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

33. CITY EXECUTION OF AGREEMENT: This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

34. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal

to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations. The Contractor shall cooperate and comply with the provisions of 2 CFR Part 182 regarding a Drug-Free Workplace.

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Financial Administration

Exhibit D – Certificate of Insurance

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Contractor Name:

OEDEV-202368029-00
ACCESS MODE, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

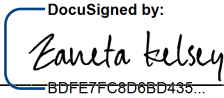
By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-202368029-00
ACCESS MODE, INC.

By:  _____
BDFE7FC8D6BD435...

Name: zaneta kelsey
(please print)

Title: Co-founder
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A
SCOPE OF SERVICES & BUDGET NARRATIVE
COMBINED DOCUMENT
PROJECT NAME: EDA TECH UP PARTNER AGREEMENT

ACTIVITY NAME: Access Mode Pre-Accelerator Incubator Program

**DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY &
ACCESS MODE, INC.**

Federal Award ID (FAIN) #: ED22HDQ0240183
Assistance Listing Number: 11.302
Federal Award Date: 11/02/2022
Federal Awarding Agency: U.S. Department of Commerce, Economic Development Administration
Pass-Through Entity: City and County of Denver
Awarding Official: Eric Smith

I. INTRODUCTION

Period of Performance Start and End Dates: 11/01/2022 – 10/31/2025

Subaward Project Description:

The purpose of this contract agreement is to provide a **Subaward** for up to \$550,000 through Denver Economic Development and Opportunity (DEDO) Division of Entrepreneurship & Innovation. These funds will be provided to Access Mode to be utilized for the Tech Up Program. The program is designed to deliver pre-accelerator incubator program services to early-stage entrepreneurs. The award is not for Research and Development (R&D).

Funding Source: Federal Financial Assistance Award Amount: \$550,000

Complete administration of pre-accelerator programs Year 1	\$183,333.34
Complete administration of pre-accelerator programs Year 2	\$183,333.33
Complete administration of pre-accelerator programs Year 3	\$183,333.33

Sub-awardee Organization: **ACCESS MODE INC**
EIN#: RKTDNBYAHQ66
DUNS#: BLANK
SAM.gov Expiration Date: 05/30/2024
Address: **2400 Monaco Parkway, Denver, CO 80207-3455**
Contact Person: **Zaneta Kelsey**
Phone: **720-446-6080**
Email: zaneta@accessmode.org

Organization Type:

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Access Mode Inc
 EDA/DOC Matching Partner
 OEDEV-202368029

EXHIBIT A
SCOPE OF SERVICES & BUDGET COMBINED DOCUMENT

Nonprofit For-profit Individual Partnership Corporation Publicly Owned Other

Council District(s): City-wide **Neighborhood(s):** City-wide **Census Block(s):** n/a
(only required for Low Mod Area)

Contractor Relationship:

Unit of Government Public Agency Sub-awardee/Subrecipient Vendor Beneficiary
 Community Based Development Organization

The Federal Funding Accountability and Transparency Act (FFATA)

1. In the business's or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific SAM.gov record, represented by a DUNS number, belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:
 Yes No

If YES, continue to statement 2.

2. The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific SAM.gov record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:
 Yes No

If YES, stop here. If NO, continue to statement 3.

3. Provide the names and amounts of the five most highly compensated officers or executives:

Program income (of any type, e.g., fees) will be generated by this activity.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Contract will be funding architectural, engineering or other project soft cost.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, final project be completed within 24 months.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Purpose of this activity is to:		
Help prevent homelessness	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help the homeless	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help those with HIV/AIDS	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Primarily help persons with disabilities	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

EXHIBIT A
SCOPE OF SERVICES & BUDGET COMBINED DOCUMENT

II. ACTIVITY DESCRIPTION

Description of Activity and Program Requirements and Responsibilities

- 1. Description of Activity:** The purpose of this contract agreement is to provide a not to exceed award for up to \$550,000 as set forth herein. Access Mode will deliver a pre-accelerator program focused on evaluating each business participant and working with the business participant to determine the Minimum Viable Product Plan (MVP). Access Mode will also work with each business participant to launch and evaluate the MVP based on the plan and metrics created as part of the program.
- 2. Use of Funds:** Access Mode will deliver services to business participants and shall meet the match requirement required by the EDA Grant with a cash commitment and in-kind services.

Access Mode's match is as follows:

- Total amount \$550,000
- Approximately \$500,000 of this amount will be sourced from non-federal sources (gift funds) that have been brought into the organization by private donors and fiscal sponsors. The remaining amount will be raised from private donors and corporate sponsors upon acknowledgement of the EDA award.

The matching contribution will be available as needed, and is neither conditioned nor encumbered in any way that would preclude its use consistent with the requirements of EDA investment assistance.

The program will provide services to business participants in three stages:

- Stage 1: Determining the minimum viable product plan (MVP)
This pre-accelerator program will be focused on working with each business participant to determine the minimum viable product plan (MVP). This stage functions like a traditional accelerator and incubator program and includes a variety of group activities, topical business lectures and workshops designed to expose the business participant to resources that will help them grow and build social capital. This stage will result in an actional plan to launch and evaluate an MVP designed for paid traction and assignment of a mentor that will help support the business participant's product launch.
- Stage II: Launch and evaluate the MVP plan
This stage is designed to launch and evaluate the MVP based on the plan and metrics created in stage one. The business participants will test for product market fit to ensure there is demand for the product being created/developed. This stage will also focus on connecting business participants with mentors that will support the launch of the MVP and assess market fit.
- Stage III: Prep for initial investment
The final stage of support will focus on assessing the critical data that was created during the launch sage and test stage to evaluate and incorporate the information into an investment deck business participants will use to attract investment. This stage will focus on creation of the "story" to justify early-stage investment. This stage will provide opportunities for each business participant to practice presenting to real investors and receive feedback and coaching on how to best position themselves for investment.

3. Implementation Plan and Timeline:

Page 3 of 7

Access Mode Inc

EDA/DOC Matching Partner

OEDEV-202368029

EXHIBIT A
SCOPE OF SERVICES & BUDGET COMBINED DOCUMENT

The following table outlines the implementation plan and timelines for this contract.

Task	
<u>Stage I Determining the minimum viable product plan (MVP)</u>	
This pre-accelerator program will be focused on working with each business participant to determine the minimum viable product plan (MVP). This stage functions like a traditional accelerator and incubator program and includes a variety of group activities, topical business lectures and workshops designed to expose the business participant to resources that will help them grow and build social capital. This stage will result in an actional plan to launch and evaluate an MVP designed for paid traction and assignment of a mentor that will help support the business participant's product launch.	Will be offered two times per year with cohorts of 10 business participants 60 unique business participants will be served (20 participants per year X 3 years)
<u>Stage II: Launch and evaluate the MVP plan</u>	
This stage is designed to launch and evaluate the MVP based on the plan and metrics created in stage one. The business participants will test for product market fit to ensure there is demand for the product being created/developed. This stage will also focus on connecting business participants with mentors that will support the launch of the MVP and assess market fit.	Program will be offered two times per year with cohorts of 10 business participants 30 unique business participants will be served (20 participants per year X 3 years)
<u>Stage III: Prep for initial investment</u>	
The final stage of support will focus on assessing the critical data that was created during the launch sage and test stage to evaluate and incorporate the information into an investment deck business participants will use to attract investment. This stage will focus on creation of the "story" to justify early-stage investment. This stage will provide opportunities for each business participant to practice presenting to real investors and receive feedback and coaching on how to best position themselves for investment.	Program will be offered one time per year with 15-18 business participants actively engaged during the year. 25% of business participants will be participants from Access Mode programs and 75% will be business participants who are ready for this phase. 30 business participants will be served over the three years

	Deliverables	Projected Beginning & End Dates

EXHIBIT A
SCOPE OF SERVICES & BUDGET COMBINED DOCUMENT

<u>Phase One Year One – Q4 of 2022 thru Q3 of 2023</u>	Providing program administration of multiple Pre-Accelerator programs for up to 60 participants	Nov 2022 -Sept 2023
Final Billing thru Q 3 of 2023		\$137,500
		Oct 2023- Dec 2023
<u>Phase Two Year One – Q4 of 2023</u>	Providing program administration of a fall Pre-Accelerator programs for up to 15 participants	Through Dec 2023
Final Billing for Q4 of 2023		\$45,833.34
<u>Phase One Year Two – Q1 of 2024</u>	Providing program administration of a Pre-Accelerator programs for up to 15 participants	Jan 2024 – March 2024
Final Billing Q1 of 2024		\$45,833.34
<u>Phase Two of Year Two – Q2 of 2024</u>	Providing program administration of Pre-Accelerator programs for up to 15 participants	April 2024 – June 2024
Final Billing of Q2 of 2024		\$45,833.34
<u>Phase Three of Year Two – Q3 of 2024</u>	Providing program administration of Pre-Accelerator programs for up to 15 participants	July 2024 – Sept 2024
Final Billing of Q3 of 2024		\$45,833.34
<u>Phase Four of Year Two – Q4 of 2024</u>	Providing program administration of Pre-Accelerator programs for up to 15 participants	Oct 2024 – Dec 2024
Final Billing of Q4 of 2024		\$45,833.34
<u>Phase One of Year Three – Q1 of 2025</u>	Providing program administration of Pre-Accelerator programs for up to 15 participants	Jan 2025 – Mar 2025

EXHIBIT A
SCOPE OF SERVICES & BUDGET COMBINED DOCUMENT

Final Billing of Q1 of 2025		\$45,833.34
<u>Phase Two of Year Three – Q2 of 2025</u>	Providing program administration of Pre-Accelerator programs for up to 15 participants	April 2025 – June 2025
Final Billing of Q2 of 2025		\$45,833.34
<u>Phase Three of Year Three – Q3 of 2025</u>	Providing program administration of Pre-Accelerator programs for up to 15 participants	July 2025 -Sept 2025
Final Billing of Q3 of 2025		\$45,833.34
<u>Phase Four of Year Three – Q4 of 2025</u>	Providing program administration of Pre-Accelerator programs for up to 15 participants	Oct 2025 – Dec 2025
Final Billing of Q4 of 2025		\$45,833.34

4. DEDO's Responsibilities

- Refer businesses to program.
- Offer space for programs at the Commons and Park Hill Entrepreneurship Center.
- As the recipient of the EDA Grant, DEDO will coordinate the required reporting.

5. Objective & Outcome and Indicators

Objective (Select one)

- Enhance Suitable Living Environment
 Create Decent Housing
 Promote Economic Activity

Outcome (select one)

- Availability/Accessibility
 Affordability
 Sustainability

Outcomes established for the program

Recognizing that many external and internal factors can contribute to outcomes, the following outcomes are aspirational and can be categorized as follows:

- Business creation
- Business revenue stabilization
- Business capacity and resiliency

EXHIBIT A
SCOPE OF SERVICES & BUDGET COMBINED DOCUMENT

- Neighborhood business activation

Indicators

The following indicators will be used to measure the success of the contract/activity.

Indicators – must be measurable
HUD Indicators:
Money Leveraged: Not applicable Number of proposed outcomes (from 1 st page): Not applicable Income Levels of people/family (are required to be reported if applicable to outcome): Not applicable Race and Ethnicity- (are required to be reported if applicable to outcome): Not applicable
Specific Indicators: Specific to this particular scope of work
Not applicable

Housing and Neighborhood Outcomes (To be reported on the Outcome and Performance Measurement Report OPMR):
Not applicable

III. Reporting

As the recipient of the federal funds, DEDO will coordinate the required reporting.

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DENVER
 ECONOMIC DEVELOPMENT
 & OPPORTUNITY
 CITY AND COUNTY OF DENVER
 DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
 EDA/DOC B2S TechUp Matching Partner ACCESS MODE, INC.
 PROGRAM YEAR 2023
 NON-PERSONNEL BUDGET

Contract Amount: (6)
\$ 550,000
 Indirect Rate: 0.00%

A. Respondent: Access Mode C: Contract Number: OEDEV-202368029-00
 B. Program: Tech Up D: Contract Period: 11-1-2022 - 12-31-2026

(1) Item of Expenditure	(2) Total Program Cost (\$)	(3) DEDO Share of Cost (\$)	(4) Brief Line Item Description & Justification <small>(Please show justification for Total Cost in the Budget Narrative)</small>	Variable #1	Variable #2	DEDO Share
PROGRAMMING TOTAL	\$0	\$0	Includes the following, but not limited to:			
	\$0	\$0				50%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
PITCH EVENTS TOTAL	\$86,630	\$43,315	Includes the following, but not limited to:			
Pitch Events and Networking for Program	\$86,630	\$43,315	Pitch events that will market and provide networking opportunity for the Tech Up Program. Costs to produce and host these events. (10 events @ \$8,663 each)	10.00	8,663.00	50%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
TOTAL	\$0	\$0	Includes the following, but not limited to:			
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
SUBCONTRACTOR TOTAL	\$25,000	\$12,500	Includes the following, but not limited to:			
Pitch Consultant	\$25,000	\$12,500	Consultant for pitch events	2.50	10,000.00	50%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
OTHER DIRECT COSTS TOTAL	\$0	\$0	Includes the following, but not limited to:			
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
INDIRECT COSTS TOTAL	\$0	\$0	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method			
	\$0	\$0			<i>Rounding (Up to \$5)</i>	50%
DIRECT COSTS EXCLUDED FROM MTDC TOTAL	\$5,000	\$2,500	Includes the following, but not limited to:			
Pitch Consultant	\$5,000	\$2,500	Consultant for pitch events	0.50	10,000.00	50%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
	\$0	\$0				100%
(5) TOTAL NON-PERSONNEL COSTS	\$116,630	\$58,315				

EXHIBIT C FINANCIAL ADMINISTRATION

1.1 Compensation and Methods of Payment

- 1.1.1 Disbursements shall be processed through the Denver Economic Development Opportunity (DEDO) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.
- 1.1.2 The method of payment to the Contractor by DEDO shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor must submit expenses and accruals to DEDO on or before the last day of each month for the previous month's activity. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with DEDO policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense, except for the final voucher for reimbursement.
- 1.1.3 The Contractor shall submit the final voucher for reimbursement no later than **forty-five (45) days after the end of the contract period.**
- 1.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget attached to and made a part of this Agreement (Exhibit A).

1.2 Vouchering Requirements

- 1.2.1 In order to meet Federal Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to DEDO in order to be paid.
 - a. The first exception will be that expenses cannot be reimbursed until the funds under this contract have been encumbered.
 - b. The second exception will be that costs cannot be reimbursed until they total a minimum of \$35 unless it is a final payment voucher, or the final voucher for the fiscal year (ending December 31).
- 1.2.2 No more than six (6) vouchers may be submitted per contract per month, without prior approval from DEDO.
- 1.2.3 All vouchers for all Agreements must be correctly submitted within forty-five (45) days of the Agreement end date to allow for correct and prompt closeout.
- 1.2.4 City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.

- 1.2.5 Only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
- 1.2.6 The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the last day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
 - a. Amount of the request in total and by line item;
 - b. Period of services for current reimbursement;
 - c. Budget balance in total and by line item;
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
- 1.2.7 If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to DEDO prior to the draw request.
- 1.2.8 The standardized DEDO “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

1.3 Payroll

- 1.3.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
- 1.3.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee’s name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.

- 1.3.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

1.4 Fringe Benefits

- 1.4.1 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

1.5 General Reimbursement Requirements

- 1.5.1 Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
- 1.5.2 Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
- 1.5.3 Pager/Cell Phone: Written statement from executive director will be required certifying that cell phone is necessary and reasonable to run the program. And, if the monthly usage charge is exceeded in any month, a detailed phone log will be required for the amount of the overage.
- 1.5.4 Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by DEDO.
- 1.5.5 Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received

by DEDO within forty-five (45) days after the end of the service period stated in the contract.

2.1 Program Income

- 2.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 2.1.2 Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 2.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY DEDO, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by DEDO.

3.1 Financial Management Systems

The Contractor must maintain financial systems that meet the following standards:

- 3.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 3.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 3.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.

- 3.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 3.1.5 Applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
- 3.1.6 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 3.1.7 The Contractor shall maintain separate accountability for DEDO funds as referenced in the OMB Omni Circular.
- 3.1.8 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 3.1.9 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 3.1.10 The Contractor shall participate, when applicable, in DEDO provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

4.1 Audit Requirements

- 4.1.1 If the Contractor expends seven hundred and fifty thousand dollars (\$750,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the OMB Omni Circular.
- 4.1.2 A copy of the final audit report must be submitted to the DEDO Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
- 4.1.3 A management letter, if issued, shall be submitted to DEDO along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to DEDO within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to DEDO

funding, the Contactor shall prepare and submit a Corrective Action Plan to DEDO in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.

All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **DEDO Financial Management Unit**; DEDOFMUAcctsPayable@denvergov.org

- 4.1.4 The Contractor will be responsible for all Questioned and Disallowed Costs.
- 4.1.5 The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

5.1 Budget Modification Requests

- 5.1.1 Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require only notification to DEDO with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by DEDO. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
- 5.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to DEDO prior to the last Quarter of the Contract Period, unless waived in writing by the DEDO Director.

6.1 Procurement

- 6.1.1 The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than five thousand dollars (\$5,000) in the aggregate.
- 6.1.2 The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- 6.1.3 If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

7.1 Bonding

- 7.1.1 DEDO may require adequate fidelity bond coverage, in accordance with , 2 CFR 200.304(b) where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

8.1 Records Retention

- 8.1.1 The Contractor must retain for five (5) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 8.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

9.1 Contract Close-Out

- 9.1.1 All Contractors are responsible for completing required DEDO contract close-out forms and submitting these forms to their appropriate DEDO Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by DEDO in writing.
- 9.1.2 Contract close out forms will be provided to the Contractor by DEDO within thirty (30) days prior to end of contract.
- 9.1.3 DEDO will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, DEDO reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

10.1 Collection of amounts due

- 10.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, DEDO may; 1) Make an administrative offset against other requests for reimbursements, 2) Withhold advance payments otherwise due to the Contractor or, 3) other action permitted by law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2023

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).

PRODUCER ATRIUM INSURANCE GROUP INC 34345427 6970 S HOLLY CIRCLE SUITE 104 CENTENNIAL CO 80112	CONTACT NAME: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">PHONE (303) 337-4433</td> <td style="width: 40%; border: none;">FAX</td> </tr> <tr> <td style="border: none;">(A/C, No, Ext):</td> <td style="border: none;">(A/C, No):</td> </tr> </table> E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%; border: none; text-align: center;">NAIC#</td> </tr> <tr> <td style="border: none;">INSURER A : Hartford Underwriters Insurance Company</td> <td style="border: none; text-align: center;">30104</td> </tr> <tr> <td style="border: none;">INSURER B : Hartford Insurance Company of Illinois</td> <td style="border: none; text-align: center;">38288</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	PHONE (303) 337-4433	FAX	(A/C, No, Ext):	(A/C, No):	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Hartford Underwriters Insurance Company	30104	INSURER B : Hartford Insurance Company of Illinois	38288	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
PHONE (303) 337-4433	FAX																		
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INSURER D :																			
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INSURER F :																			
INSURED ACCESS MODE 2400 N MONACO PKWY DENVER CO 80207-3455																			

COVERAGES**CERTIFICATE NUMBER:****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/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		34 SBM AX1FES	03/29/2023	03/29/2024	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
UMBRELLA LIAB EXCESS LIAB							EACH OCCURRENCE	
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							AGGREGATE	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT	\$500,000
Y/N <input type="checkbox"/> N/A							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
A	Employment Practices Liability Insurance			34 SBM AX1FES	03/29/2023	03/29/2024	Each Claim Limit	\$25,000
							Annual Aggregate Limit	\$25,000

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

Those usual to the Insured's Operations. The Business Liability Coverage Part includes a Blanket Additional Insured the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers By Contract Endorsement, Form SL 30 32. RE: Job Description/Contract Number: TechUp/OEDEV-202368029

CERTIFICATE HOLDER

City and County of Denver
 Department of Economic Development and Opportunity
 101 W COLFAX AVE
 DENVER CO 80202-5167

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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