

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, and **OHM ON THE RANGE, LTD.**, a Colorado limited liability company, whose address is 14701 W 65th Way Unit 7, Arvada, CO 80004.

### RECITALS

**WHEREAS**, the Parties entered into an Agreement dated March 3, 2025 (the “Agreement”), for Contractor to provide electric vehicle education and training for employment; and

**WHEREAS**, the Parties wish to amend the Agreement to revise the Scope and Budget, to increase the Maximum Contract Amount, extend the Term, and to make such other Amendments as are herein set forth.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.
2. All references to “...**Exhibit A**” or “**Exhibit A-1**” in the existing Agreement shall be amended to read: “...**Exhibit A** or **Exhibit A-1**...” as applicable. **Exhibit A-1** is attached hereto and incorporated herein.
3. All references to “...**Exhibit B**” in the existing Agreement shall be amended to read: “...**Exhibit B** or **Exhibit B-1**...” as applicable. **Exhibit B-1** is attached hereto and incorporated herein.
4. All references to “...**Exhibit F**” in the existing Agreement shall be amended to read: “...**Exhibit F** or **Exhibit F-1**...” as applicable. **Exhibit F-1** is attached hereto and incorporated herein.
5. All references to “...**Exhibit G**” in the existing Agreement shall be amended to read: “...**Exhibit G** or **Exhibit G-1**...” as applicable. **Exhibit G-1** is attached hereto and incorporated herein.
6. Section 2 of the Agreement, entitled “**TERM:**”, is amended to read as follows:

“**3. TERM:** This Agreement will commence on September 1, 2024, and will expire at 11:59:59 p.m. on October 31, 2026 (the “Term”). Subject to the Director’s (as defined in Paragraph 3, below) prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

7. In Section 5.E. of the Agreement, entitled “**Maximum Contract Amount,**” Subsection (1) is amended to read as follows:

“(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed FIVE HUNDRED FOUR THOUSAND EIGHT HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$504,851.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments to this Agreement 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.”

8. Section 5.D. of the Agreement, entitled “**Budget modifications:**”, is amended to read as follows:

“**D. Budget modifications:** Changes to each budget line item detailed in **Exhibit B** that are equal to or less than a ten percent (10%) change to such line item, and which do not increase the Maximum Contract Amount as defined in Section 5.E, below, and do not affect the outcomes identified in **Exhibits A** or **B**, may only be finalized and incorporated herein upon the prior written approval of the Director or the Director’s designee, which approval shall specify the effective date of such minor modification and shall only be effective when it has been approved in writing by the parties, approved as to form by the City Attorney’s Office, and uploaded into the City electronic contract system by DEDO for access through the City Clerk. All such minor budget modifications shall require concurrent submittal by the Contractor if: 1) written justification necessitating such minor modification(s); and 2) updated Exhibit B budget documents in the form approved by the City. All other modifications to this Agreement, including, without limitation, any modification to Exhibit B that requires an increase in the Maximum Contract Amount as defined in Section 5.E, below, shall be evidenced by a written amendment to this Agreement executed by both parties in the same manner as this Agreement. Under all circumstances, all budget modification requests under this Section 5.D shall be submitted to the Director or the Director’s designee at least three (3) months prior to the conclusion of the Term, unless waived in writing by the Director or the Director’s designee.”

9. In Section 8 of the Agreement, entitled “**8. ENFORCEMENT REMEDIES / TERMINATION OF AGREEMENT:**”, a new Subsection H., entitled “Notice to Stop.”, is added as follows:

“**D. Notice to Stop.** The City has the right to issue a Notice to Stop Work (“Notice to Stop Work”) if the City has reason to believe, in its sole discretion, that the federal funds for this Agreement are not available, delayed, or withheld for any reason. Upon receiving a Notice to Stop Work, the Contractor shall cease all work under this Agreement immediately, or within the time set forth in the Notice to Stop Work. The Contractor shall submit an invoice for all outstanding work as soon as possible, but no later than fifteen (15) days after the date of the Notice to Stop Work or as directed in the Notice. The Contractor shall not resume work under this Agreement until it receives a Notice to Proceed (“Notice to Proceed”) from the City. A Notice to Stop Work does not terminate this 8Agreement.”

10. As herein amended, the Agreement is affirmed and ratified in each and every particular.

11. This Amendatory 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.

**[SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:** OEDEV-202582601-01 [OEDEV-202476914-00]  
**Contractor Name:** OHM ON THE RANGE LTD

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:

\_\_\_\_\_

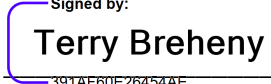
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

OEDEV-202582601-01[OEDEV-202476914-00]  
OHM ON THE RANGE LTD

By:  Signed by:  
**Terry Breheny**  
391AF60E26454AE...

Name: Terry Breheny  
(please print)

Title: Founder / Director  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Scope of Services  
Opportunity Now Grant Service Provider  
City and County of Denver Economic Development & Opportunity  
And Ohm On The Range, Ltd.  
SEPTEMBER 1, 2024 – October 31, 2026  
Amendment-01 Effective November 7, 2025**

**Federal Award ID (FAIN) #:** SLFRP0126  
**Federal Award Date:**  
**Federal Awarding Agency:** US Department of the Treasury

**Pass-Through Entities:** City & County of Denver  
Denver Economic Development & Opportunity(DED0)  
101 W. Colfax Ave Suite 850 Denver CO 80202

**Awarding Official:** Colorado Office of Economic Development and  
International Trade

**Pass-Through UEI #:** WNKMPPELMKCK1

**Subrecipient UEI #:** D1C6PQSC2NL8

**CFDA:**

**Total Federal funds**

**obligated to subrecipient** \$504,851.00

**Total amount of Federal Award** \$1,538,593.00

## 1.0 Introduction

**1.1** This scope of service outlines Program, Administrative, and other requirements that must be satisfied by Ohm On the Range, Ltd., hereinafter referred to as the “Sub-recipient”, receiving funds from the City and County of Denver Economic Development & Opportunity (DED0) on behalf of the Denver Workforce Development (DWD) to operate programs as prescribed by the Opportunity Now grant program and the Zero Emission Vehicles in Colorado Partnership (ZEV-C). This contract is not for research and development.

**1.2** As policies and/or procedures are revised or updated, DED0-DWD will release formal notification and policies electronically. DED0-DWD will develop policies in alignment with state and federal requirements and will work with sub-recipient to develop procedures. It is expected that the sub-recipient will provide procedure drafts or input within specified timeframe as requested by DED0-DWD.

**1.3** The Sub-recipient shall be prepared to expand or reduce the delivery of services to businesses and job seekers if there are increases or reductions and/or changes in project services or scale are required due to actual funding allocations throughout the contract’s term.

**1.4** For the purposes of this agreement, this Service Provider is considered a “Sub-recipient” and the following reference from the Uniform Guidance Circular is applicable:

- 1.4.1 The non-Federal entity may concurrently receive Federal awards as a recipient, a sub-recipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities.
- 1.4.2 Subaward means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. 2 CFR §200.92
- 1.4.3 Characteristics that support the classification of the non-Federal entity as a sub-recipient include when the non-Federal entity:
  1. Determines who is eligible to receive what Federal assistance;
  2. Has its performance measured in relation to whether objectives of a Federal program were met;
  3. Has responsibility for programmatic decision making;
  4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
  5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
- 1.4.4 Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward 2CFR §200.22
- 1.4.5 Characteristics indicative of a procurement relationship between the non-Federal entity and a sub-recipient are when the sub-recipient:
  1. Provides the goods and services within normal business operations;
  2. Provides similar goods or services to many different purchasers;
  3. Normally operates in a competitive environment;
  4. Provides goods or services that are ancillary to the operation of the Federal program; and
  5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirement may apply for other reasons. 2CFR §200.330

## 2.0 Provider Roles and Responsibilities

### 2.1 Responsibilities and Requirements for Sub-recipient Financial Monitoring

- 2.1.1 Federal guidelines require that all recipients of federal funds authorized under the Grant be subject to financial monitoring to ensure that adequate financial controls are in place. When certain criteria are met, the contracted party is considered a “Sub-recipient” and must comply with all federal and state laws, rules, and regulations that the LWDA is subject to (2 CFR §200.330).
- 2.1.2 The Sub-recipient is responsible for oversight of the operations of the Federal award supported activities. The Sub-recipient must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Sub-recipient must cover each program, function, or activity.
- 2.1.3 Additionally, the Sub-recipient will be monitored by DEDO-DWD to ensure that the sub award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub award; and that the sub award performance goals are achieved.
- 2.1.4 At a minimum, the Sub-recipient monitoring shall include:
  - a. Reviewing financial and performance reports required by the pass-through entity.
  - b. Following-up and ensuring that the Sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
  - c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Sub-recipient from the pass-through entity as required by §200.521 Management decision.

## 3.0 Relationship with the DEDO-DWD

To ensure the best possible performance of the Denver Workforce system in Denver County, and to derive a maximum return on public investment, the DEDO-DWD intends to support the Sub-recipient by providing certain services and supports.

- 3.1** The DEDO-DWD shall provide the Sub-recipient with the following at minimum but not limited to:
- a. Orientation to federal, state and local policies and procedures;
  - b. Ongoing training on the system of record data collection procedures as needed;
  - c. Training regarding DEDO policies/procedures related to Grant funding as determined necessary by DEDO and/or requested by sub-recipient;
  - d. Technical assistance, including information on best practices, and assistance in implementing effective management practices, customer service practices, etc.;

- e. Collaboration with DEDO-DWD Employer Services team which can include technical assistance, job fairs, customized recruitments, incumbent worker training and other services as deemed necessary;
- f. Labor market information (LMI);
- g. Support from DEDO-DWD Education services team including Career Pathways Information and workshops, information, and evaluation of training program providers.
- h. Ongoing responsive support;
- i. Opportunities to share successful practices and discuss issues with other contracted service providers and partners; and
- j. The Sub-recipient shall be required to participate in technical assistance and training as designated by DEDO-DWD throughout the term of this contract.

#### **4.0 Denver Workforce System Coordination**

**4.1** The Sub-recipient shall coordinate services across the system and with partner agencies; such services include the following:

##### **4.1.1 Collaborative Partnership**

- a. The Sub-recipient must actively participate in work teams organized by the One-Stop Operator and/or DEDO-DWD with vendors, and other required partners as well as center level meetings with co-located partners. These partnerships may also include collaboration with other Colorado Workforce Development Boards and other discretionary grants and local/regional partnerships. These partnerships are designed to provide coordinated responses to businesses and job-seekers and improve overall services to customers.

##### **4.1.2 Referrals**

- a. The Sub-recipient shall make referrals to other DEDO-DWD grant recipients across the Denver Workforce System and/or other qualified agencies or mandated partners deemed necessary for the job-seekers' development.

#### **5.0 Program/Service Delivery**

##### **5.1 Grant Overview**

Electric vehicle (EV) adoption is rapidly increasing in Colorado, ranking in the top five in the nation both for EV market and charging infrastructure density per capita. Yet the boom presents workforce challenges—there are still too few workforce programs focused on both clean energy and EV careers. Denver Economic Development Office (DEDO)—through its Denver Workforce Board—and Denver's Office of Climate Action Sustainability and Resilience (CASR), with several other public and private industry partners, will create a multi-pronged, employer-led solution from high school to postsecondary to meet the regional EV ecosystem's growing workforce needs. This includes bolstering infrastructure and training for education partners to launch full-scale EV credentialing; building pathways from K–12 and postsecondary

to employers to place workers into EV careers; and helping employers upskill, set hiring targets, and track placement of new jobs. Additionally, it will offer wraparound services via DEDO and education partners to support underserved communities.

ZEV-C's program model is a partnership of public sector employers—several City of Denver agencies including DEDO, CASR, Department of Transportation and Infrastructure (DOTI) and Denver International Airport, and Colorado Department of Transportation (CDOT); private sector employers—Hertz, Amazon, Mountain Fleet, and The Denver Joint Electrical Apprenticeship and Training Committee; and education partners—Red Rocks Community College (RRCC), Pickens Technical School, Montbello Career and Tech (MCTHS) Warren Tech, and Ohm On The Range.

High school students will complete the EV certification concurrently with the traditional ASE certification at MCTHS or Warren Tech. Postsecondary students will access via RRCC and Pickens Technical College. Ohm On The Range will recruit from alternative, STEM, and low-income high schools, as well as adult learners; students will access via their lab in Jefferson County or new mobile lab. All participants will have access to ASE and EV certification and will be trained to work on battery electric vehicles (BEV).

The ZEV-C model comprises the following activities:

- Identify/Integrate curriculum: creation of EV curriculum; integration with existing school curriculums; establish clear safety standards across all providers
- Staff capacity and training: staff position at the City of Denver to coordinate project; staff time across partners to receive and deliver training, including train-the-trainer
- Expand and/or enhance training space: upgrade electrical services system and lab infrastructure to meet standards and charging load needed for EV; update health and safety equipment, lifts, jacks, and tools
- Purchase equipment: charging equipment/stations; component degreasing to adequately maintain parts; EV simulation trainer and software; Top Kart mobile lab
- Recruit youth: via high schools and postsecondary partners, Denver Workforce Board, employer referrals
- Wraparound services: career coaching, mentoring, other supports via education partners; Eckerd Connects via Denver Workforce Board
- Define career pathways: Advisory council to define clear replicable pathway from HS to postsecondary to employment for EV to be applied statewide
- Job matching: Employment partners present career opportunities to students
- Job placement and wage gain: Employment partners will set hiring targets and hire first students from the program; will be enrolled into the Opportunity Now Program and DEDO System of Record, allowing for wage outcomes after program exit.

## 5.2 Program Overview

Program Director will dedicate 75% of their time to the Opportunity Now Grant funded project. Tasks will include launching program, hiring part-time personnel, initial program marketing, acquisition of curriculum and training materials, facility selection, procurement of mobile training vehicle, planning and overseeing EV conversions, and building and maintaining industry partnerships.

Part-time EV Specialists will dedicate 40% of their time to this project. This position will assist with the initial electric conversion of mobile training vehicle as well as co-lead student training using the Top Kart curriculum.

The facility space will accommodate the initial conversion of the mobile training vehicle and provide secure, ongoing storage for the vehicle, Top Kart, and all associated tools and training materials. The warehouse facility will be approximately 2,500 square feet, be leased for 2 years, and be located in Jefferson County, CO.

Mobile training vehicle (step-van, wagon, short-bus) will be used to transport the Top Kart and associated training materials for community-based instruction. This vehicle will be electrified using the curriculum conversion elements of the program. Initial conversion of this vehicle includes appropriate electric motor, batteries, and additional EV system components ensuring appropriate travel range and have a build target of 120-days.

Ohm On The Range will procure a 48v electric go-cart kit (Top Kart) from Legacy EV designed to be assembled and disassembled repeatedly for hands-on instruction in electric vehicle systems. Students will learn to program necessary parameters using software and perform test drives for first-hand experience with input modifications.

Ohm On The Range will need a curriculum license by Legacy EV to accompany the Top Kart build program, renewed annually. This is a standards-based curriculum steeped in STEM pedagogy and includes hybrid, online and hands-on instruction modules geared toward high-school and adult learners.

Ohm On The Range will acquire a tooling and equipment bundle from Legacy EV that includes crimping, cutting, stripping tools, fire and electrical safety equipment along with appropriate personal protective equipment (PPE). Necessary annual replacement and replenishment of safety PPE as needed.

Ohm On The Range will also need the installation of an EV charger or EVSE (Electric Vehicle Supply Equipment) categorized as a level 2 alternate current (AC) unit for compatibility with industry standard J1772 connector.

Ohm On The Range will maintain a 5% contingency fund, derived from the total annual budget, to cover unexpected costs or price increases.

### **5.3 Program Components**

- 5.3.1 Colorado's unemployment rate remains higher than pre-COVID levels, and the impacts of low-quality jobs and demands for skilled workers create stress within the labor market. The 2020 Colorado Talent Pipeline Report highlights impacts of the pandemic, top jobs and in-demand credentials, and discusses the plan for recovery in 2021. The purpose of these funds is to invest in the talent development of jobseekers through Reskilling, Upskilling, and Next-Skilling Colorado workers.

- 5.3.2 As defined in Policy Guidance Letter # GRT-2021-01 and DEDO-DWD policy and procedures funding is available for activities such as career counseling, career and academic exploration and planning, tuition, program implementation and administration, including staff time for reporting activities and staff training to support implementation; and more. This funding will support reskilling, upskilling, and next-skilling workers who lost employment or have remained unemployed due to the COVID-19 public health emergency and its negative economic impacts, with a focus on providing short-term training to obtain an industry-recognized certificate and related services, that will aid unemployed workers, including those from communities disproportionately impacted by the public health emergency.
- 5.3.3 Program implementation and administration, including staff time, reporting activities and staff training to support implementation.
- 5.3.4 Funds must be used in compliance with all applicable federal requirements, including but not limited to requirements and deadlines associated with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund.

#### **5.4 Participant Eligibility**

- 5.4.1 Contractor/Sub-recipient shall follow eligibility guidelines as defined in DEDO-DWD policy and procedures.
  - a. The Sub-recipient will verify program eligibility prior to program enrollment in accordance with funding guidelines. Documentation verifying eligibility for all programs must be collected within the timeframes required by State and local requirements. Eligibility documentation must be obtained and retained electronically in DEDO's chosen System of Record..
  - b. Eligible individuals include all students who are actively enrolled and participating in the approved automotive programs within Montbello Career and Technical High School, Red Rocks Community College, Warren Tech, Pickens Technical College and Ohm on the Range between the period of grant performance.
- 5.4.2 The Sub-recipient will verify program eligibility prior to program enrollment in accordance with the grant funding guidelines. Documentation verifying eligibility for all programs must be collected within the timeframes required by State and local requirements. Eligibility documentation must be obtained and retained electronically in the system of record provided by DWD.

**6.0 Program Enrollment, Documentation, and Exits**

**6.1 Tracking in DWD System of Record:**

- 6.1.1 Sub-recipient is responsible for maintaining electronic files utilizing DEDO System of Record documenting enrollment, assessment, progress, credentials obtained, and services provided in accordance with DEDO-DWD data and file management procedures and timelines for each enrolled participant.
- 6.1.2 All electronic participant and employer files shall follow the guidance provided by DEDO-DWD.

**7.0 Performance Management and Outcomes**

**7.1 Performance Outcomes and Benchmarks**

7.1.1 The Sub-recipient will be evaluated on outcomes for services provided to participants, program compliance audits, enrollments, capacity level, placements in unsubsidized employment, quality review assessment, case notes, and successful execution of assigned special projects, as well as, additional information on the number of referrals to training, and the negotiated loading plan.

**7.1.2 Grant Performance Measures**

The Grant funding has specific targets for some performance measures. Other measures will be tracked to set a baseline for future programs.

Total Participants Served	95
# Of Credentials Earned	76
# Of Short-term Training Completions	76

**7.1.3 Periodic Reporting and Meetings**

- a. The Sub-recipient must comply with all Local, State and Federal reporting requirements.
- b. As required by the DEDO-DWD, the Sub-recipient shall document, record, and report actual outcomes on a monthly basis, and provide timely and accurate monthly reports in the format designated by the DEDO-DWD. The Sub-recipient is required to complete a quarterly report with success stories and will be required to assist in the completion of other reports as designated by the DEDO-DWD, CASR, OEDIT, or United Way
- c. The Sub-recipient is also required to have staff representation at all administrative meetings and staff training workshops as determined by the DEDO-DWD.
- d. The DEDO-DWD will hold monthly/quarterly review meetings with the Sub-recipient to review progress toward planned versus actual benchmarks.

- e. Ad hoc and periodic reports will be required and should be anticipated.
- f. The Sub-recipient must have skilled and/or trained staff who will design and/or maintain an information system that will provide data on who is served (i.e. customer demographic information), when and how they are served (i.e. service delivery information) and the outcomes achieved (i.e. performance data).
- g. The Sub-recipient will be continually evaluated based on their performance on the DEDO-DWD benchmarks. This progress will be reviewed at Monthly Contract Review meetings. In the event that the Sub-recipient is failing to meet benchmarks they shall respond to and comply with corrective action plans or participate in training or technical assistance meetings, as needed. The Sub-recipient will present progress toward benchmarks at select DWD meetings.
- h. Sub-recipient contract renewals will be largely based on achievement of benchmarks. The DEDO-DWD also reserves the right to impose additional conditions and/or restrictions on the contract award, implement probationary periods, undertake any other corrective action, reduce funding or end contracts based on poor performance on any of the benchmarks.

#### **7.1.4 Reporting Requirements**

Where required or permitted by law or regulations, the DEDO-DWD reserves the right to add, remove or change measures, targets, conditions, reporting deadlines, or restrictions as it deems reasonable.

#### **7.1.5 Financial Reporting**

The sub-recipient will submit expenditures each month using standard fiscal reporting procedures.

### **8.1 Program Staffing**

8.1 The Sub-recipient may provide career coaching and planning services to registered participants.

### **8.2 Staff Training and Professional Development Plan**

8.2.1 The Sub-recipient may provide different methods of professional development and ongoing training for their staff. The Sub-recipient is expected to provide staff with opportunities for continuous development of skills related to Grant funding services. The format may be third-party training, in-house training provided by the agency, training provided by the DEDO-DWD or any combination; the specific skills focused on, the curriculum and delivery methods are choices of the agency. The Sub-recipient must participate in the DEDO-DWD sponsored professional development activities as applicable.

### **8.2.2 Staff Orientation and Onboarding**

The Sub-recipient is expected to provide orientation for those newly hired to deliver Grant funding services. Such orientation should include overview of Grant funding services; overview of relationship between the Sub-recipient, the DEDO-DWD, mandated partners; basic skills and best practices for service delivery; and other topics as indicated at any point by the DEDO-DWD.

### **8.2.3 Staff Retention**

Since staff quality has a significant impact on the quality of service delivery, and since agencies will be devoting effort to hiring and training good staff, agencies are expected to take effective steps to ensure the retention of quality staff.

### **8.2.4 Salary and Wage Requirements**

- a. In accordance with its values, the DEDO-DWD seeks to provide high quality services to our customers. We believe in the increased professionalization of the workforce development field and strive to ensure that our system reflects the dignity of work. Consequently, the DEDO-DWD is requiring that all full-time positions receive a minimum salary that is in line with similar positions in the Denver metro area. The DEDO-DWD also strongly encourages the Sub-recipient to pay professional staff a competitive wage for their level of effort and expertise.

- b. Salary and Bonus Limitations

“In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading ‘Employment and Training’ that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.” This new requirement includes all grant funded projects. The PY22 amount for Executive Level II is \$1203,700. The Sub-recipient must comply with this requirement. (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>)

## **9.0 Administrative Responsibilities**

### **9.1 Compliance, Reporting and Recordkeeping**

9.1.1 The Sub-recipient must comply with all Local, State and Federal reporting requirements. Specifically, the Sub-recipient will be required to document, record, and report actual outcomes, as required by DEDO-DWD, on a monthly basis. Timely, detailed, and accurate information on operations and performance is crucial to effective management of Denver’s workforce development system. Therefore, funded agencies must capture and track (and enter to the respective system(s) of record) such information as requested by DEDO-DWD, and supply reports of such data in

requested formats, in a professional manner, at requested intervals. All registrant data must be entered into the required DWD System of Record.

9.1.2 In addition to the DWD System of Record, DEDO-DWD may require use of specific reporting or tracking systems, forms or other data management tools, and agencies are expected to have staff capable of executing against such requirements.

## **9.2 Customer Tracking Systems**

9.2.1 The Sub-recipient shall use the required DWD System of Record. The system shall be used, to track all job seeker and employer clients, including contact information, demographic information, program eligibility, services provided, outcomes and case notes. This data system must be used in accordance with the DEDO-DWD's written policies, as may be amended from time to time.

## **9.3 Language Assistance**

9.3.1 The Sub-recipient must have sufficient Spanish-speaking staff to serve the Counties' significant Spanish-speaking populations if applicable to the program. Other language capacity appropriate to the potential job-seeker customer population will also be required.

## **9.4 Accessibility to People with Disabilities**

9.4.1.1 All entities under contract with the City and County of Denver are required to fully comply with Title III of the Americans with Disabilities Act (ADA and all other applicable federal, state, and local disability rights laws.

As per Title III, contracted agencies, when functioning as "public accommodations" or "commercial facilities," must:

- Ensure that individuals with disabilities are not excluded, segregated, or treated unequally while receiving your goods, services, and facilities.
- Provide auxiliary aids and services to ensure effective communication for individuals with hearing, vision, or speech disabilities, if doing so does not cause an "undue burden".
- Make reasonable modifications to policies, practices, and procedures to ensure individuals with disabilities have an equal opportunity to enjoy goods and services, unless doing so would fundamentally alter the nature of the business.
- Remove architectural and structural barriers in existing facilities where it is "readily achievable," meaning it can be done without much difficulty or expense.

If any aspect of the Contractor's programs, services, or facilities is found to be out of compliance, the Contractor agrees to take prompt and appropriate corrective action at no additional cost to the Client.

## **9.5 Equal Opportunity and Non-Discrimination**

- 9.5.1 As a condition to this award of financial assistance from the Department of Labor, the Sub-recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
- 9.5.1.1 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
  - 9.5.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - 9.5.1.3 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - 9.5.1.4 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- 9.5.2 Additionally, the Sub-recipient agrees to be in full compliance at all times with the Denver Workforce Services Non-Discrimination, Universal Access, and Equal Opportunity policy, Accessibility policy, and Complaints policy.

## **9.6 Customer Complaint Procedures**

- 9.6.1 DEDO-DWD believes that customer complaints are opportunities to improve services. The primary goal of this complaint process is to address specific participant concerns, resolve the issues at hand in the most expedient manner, learn from the complaint and implement solutions throughout the entire system. The Sub-recipient must inform customers of the formal complaint process and work to resolve customer complaints in a timely fashion, as outlined in DEDO-DWD's Complaints policy.

## **9.7 Quality Control/Continuous Quality Improvement**

- 9.7.1 The Sub-recipient is required to work with DEDO-DWD to ensure that the overall grant activities, deliverables, expenditures, and performance outcomes are in compliance with federal and state requirements.
- 9.7.2 The Sub-recipient shall submit to DEDO-DWD its plan to ensure, but not limited to the following:
- 9.7.2.1 The elements of work performance to be monitored, either on a scheduled or unscheduled basis;
  - 9.7.2.2 The methods to be used;
  - 9.7.2.3 The title(s) of the individuals(s) who will perform the monitoring;
  - 9.7.2.4 The method for identifying and preventing deficiencies in the quality of services performed before the level of performance can become unsatisfactory
- 9.7.3 The Sub-recipient is required to respond to all DEDO requests and error reports in a timely manner and ensure that all identified errors are corrected, if possible within the designated timeframe. Overall, the Sub-recipient shall ensure that all Grant funding services enrollments are in full compliance with Federal, State and Local regulations and policies.
- 9.7.4 The DEDO-DWD strives to deliver high quality services throughout the system. The Sub-recipient is expected to solicit customer feedback, analyze results, and identify areas for quality improvement. The DEDO-DWD will be exploring ways to improve services and solicit feedback from its job seeker and business customers.

- 9.7.5 The Sub-recipient shall participate in associated trainings, evaluation processes, and activities and implement processes that improve the quality of services provided to customers.

## 9.8 Meetings and Trainings

- 9.8.1 The Sub-recipient shall ensure appropriate staff representation at a variety of meetings and training sessions. These include, but are not limited to, monthly and quarterly meetings that require director or manager participation, and trainings likely to include many, if not all, of the staff. The Sub-recipient shall meet no less than monthly with the DEDO-DWD to review progress toward planned versus actual benchmarks.

## 9.9 Payroll and Wage Rate Policy

- 9.9.1 The Sub-recipient will be solely responsible for administering payroll services as either the **Employer of Record or through a third-party payroll provider and will follow work experience policy**; responsibilities to include the enforcement of all process and procedure in place for payroll, taxes, and worker's compensation coverage for program participants. Therefore, if the Sub-recipient plans to provide paid internships, work experiences, or other allowable compensated activities, these costs must be included as part of the contract budget. All participants enrolled in wage-paid activities shall not be paid less than the highest minimum wage under the Fair Labor Standard Act and Article XVIII, Section 15, of the Colorado Constitution or as specified in local policy.

## 9.10 Communications and Signage

- 9.10.1 The Sub-recipient must adhere to all requirements and standards related to physical signage where services are provided including EO information, logos, publications, standard language in -related communications, and any other signage or communications requirements established by the DEDO-DWD. The Sub-recipient must also adhere to all requirements and standards related to physical and electronic marketing, per the guidelines of the DEDO-DWD Marketing Division.
- 9.10.2 Specifically, all print or electronic collateral that promotes any programs/services provided under this contract must adhere to the following:
  - 9.10.2.1 Include the Denver Workforce Services logo as the primary and most prominent entity responsible for the program/service;
  - 9.10.2.2 Include the wording, [Sub-recipient] is a Sub-recipient for the City and County of Denver," regardless of whether the Sub-recipient's name appears in the collateral;
  - 9.10.2.3 Include the required funding disclosure information as defined by DEDO Public Communications Policy Series #2020-FIN-01.; and
  - 9.10.2.4 Include the required EO language: {Insert Program/Service Name here} is an Equal Opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Please dial 7-1-1 or 1-800-659-2656 to use the TTY service Relay Colorado.

**9.11** Further details regarding these three requirements, as well as important guidelines regarding branding and messaging, will be provided by Denver Workforce Services, both in writing and electronically.

9.11.1 All collateral and external communications which shall be used with the public or any community partners must be submitted to Denver Workforce Services in advance for approval prior to display or distribution.

9.11.2 Social media postings may be exempt from the above logo requirements, but must be approved in advance by Denver Workforce Services.

**9.12 Technology Requirements**

9.12.1 The Sub-recipient will need to match their organization's technological capacity to DEDO-DWD's minimal requirements. Any contractor connecting with Denver City IT must also comply with Denver's requirements that at minimum include VPN and background checks and annual Cyber Security Training.

**9.13 Privacy and Confidentiality**

9.13.1 The Sub-recipient must adhere to the DEDO Personally Identifiable Information policy to ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure. These requirements must cover, at a minimum, the following:

9.13.1.1 Participant eligibility documentation;

9.13.1.2 Program participant records, including all services provided and costs expended per participant;

9.13.1.3 Customers' records, including participant data forms, verification/documentation items, assessments tests and results, and documentation of outcomes;

9.13.1.4 Protection of personal and confidential customer information, including protected health information (HIPAA); and

9.13.1.5 Memoranda of Understanding (MOUs) between partner programs to share program, participant, and financial data that adhere to federal, state, and local privacy standards.

9.13.2 Organizations must follow City and County of Denver Executive Order 143 – Information Governance, House Bill 18-1128 – Personally Identifiable Information, NIST Privacy Framework and applicable laws including but not limited to Family Educational Rights and Privacy Act (FERPA), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), et al.

9.13.3 In addition, the Sub-recipient will require all program participants to sign a release of information that includes an explanation of the level and type of access, as well as restrictions on the use of the participant's data.

9.13.4 The Service Provider must provide DEDO with a copy of data breach process and incident response policy at time of execution of contract and as modifications are made throughout the contract period. Policy must be in accordance with DEDO-DWD policies, as well as other local, State and Federal requirements.

9.13.4.1 The Sub-recipient must notify DEDO of any data breaches or security incidents within 24 hours of identifying any breach or incident and mediate within 30 days, in accordance with DEDO-DWD policies, as well as other local, State, and Federal requirements.

9.13.5 The Sub-recipient must agree that DEDO and the City and County of Denver has the right to audit security and data handling measures at any time during the contract.

**9.14 Documentation Management and Retention**

9.14.1 DEDO-DWD is moving toward a paperless documentation system. Until that time, the Sub-recipient will maintain both hard and electronic copies of customer files in compliance with applicable regulations.

9.14.2 The Sub-recipient will be responsible for working with DEDO-DWD to fully implement paperless record keeping for all participants.

9.14.3 The Sub-recipient must ensure documents are legibly imaged to a prescribed file management and document imaging system.

9.14.4 The Sub-recipient must maintain program, participant, and financial records for seven years from completion of services in accordance with the City and County of Denver file retention policy.

9.14.5 The Sub-recipient shall develop procedures that ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure.

OPPORTUNITY NOW APPLICANT BUDGET			
Ohm On the Range			
Opportunity Now	BUDGET SUMMARY		
	<i>Summary Sheet (do not edit)</i>		
	Year 1	Year 2	Total
Salary & Wages	\$ 97,500.00	\$ 113,750.00	\$ 211,250.00
Benefits	\$ -	\$ -	\$ -
Personnel Total	\$ 97,500.00	\$ 113,750.00	\$ 211,250.00
Other Direct Costs	\$ 180,075.00	\$ 113,526.00	\$ 293,601.00
Travel Total	\$ -	\$ -	\$ -
Subcontracts	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 277,575.00</b>	<b>\$ 227,276.00</b>	<b>\$ 504,851.00</b>
Program Income	\$ -	\$ -	\$ -

**EXHIBIT F-1 - GENERAL CONDITIONS**  
**ARTICLE 1**  
**PROGRAM ADMINISTRATION**

**SEC. 101. Records Maintenance, Performance Monitoring and Audits.**

A. The Contractor shall maintain a complete file of all records, notes, reports, communications, documents and other materials (“Program Records”) that pertain to the operation of the program/project or the delivery of services under this Agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. Program Records shall be maintained according to generally accepted account principles and shall be easily separable from other Contractor records. These records shall also be maintained in accordance with requirements prescribed by the Federal or State Government or the City with respect to all matters covered by the Contract.

B. Except for disclosures to the City as required in this Agreement and to the extent such disclosures are permitted by applicable law, the Contractor shall maintain the confidentiality of any and all confidential information acquired or maintained by the Contractor under this Agreement. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its employees and agents, if any, that they are subject to these confidentiality requirements or as may be required by applicable law.

C. The Contractor shall obtain on behalf of the City, the State Government or the Federal Government, any all necessary consent forms from participants receiving services under this Agreement authorizing the release of any and all Program Records to said entities for contract and performance monitoring purposes only. The City shall protect the confidentiality of Program Records received from the Contractor.

D. The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time to assure compliance with the state or federal government’s laws, regulations, rules, requirements and conditions governing this Agreement and to monitor and/or evaluate all activities of the Contractor under this Agreement. Monitoring and/or evaluation may consist of internal evaluation procedures, reexamination of program data, special analysis, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant by the City. All such monitoring shall be performed in a manner that will not unduly interfere with the Contractor’s work under this Agreement. Any amounts improperly paid to the Contractor shall be immediately return to the City or may be recovered in accordance with other remedies.

**SEC. 102. Reports and Information.** At such times and in such forms as the Federal, or the State Government or the City may require, the Contractor shall furnish to the Federal, or the State Government or the City, such statements, records, reports, data and information, as the Federal or the State Government or the City may request pertaining to matters covered by the Agreement, or related to implementation of the Agreement.

**SEC. 103. Federal Governments Requirements.** Unearned payments under the Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Federal Government at any time; or if any entitlement to the City under Federal Law is suspended or terminated.

**SEC. 104. Accounting.**

A. Records shall provide accurate, separate, and complete disclosure of fund status. Supportive documentation 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 unit transactions.

B. All accounting functions for the contract must be performed in the Metropolitan Denver Area as defined by the boundaries of the Standard Metropolitan Statistical Area, unless waived by the Denver Economic Development & Opportunity's Director of Workforce Development, (the Director).

C. Disbursements shall be processed through the City and County of Denver Controller's Office by the DEDO Financial Management Unit.

D. The Contractors shall maintain separate accountability for DEDO funds.

E. Proper reporting to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld shall be adhered to. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.

F. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.

G. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible.

**SEC. 105. Vouchering Requirements.**

A. In order to meet the Federal Government and/or State of Colorado requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to DEDO in order to be paid.

1. The first exception will be that expenses cannot be reimbursed until the funds under this contract have been encumbered.

2. The second exception will be that costs cannot be reimbursed until they total a minimum of \$15 unless it is a final payment voucher or the final voucher for the fiscal year (ending December 1)

B. No more than four (4) vouchers may be submitted per contract per month.

C. Agreements that start in one fiscal year and end in the subsequent fiscal year, are required to have all vouchers for the fiscal year be submitted correctly, within forty five (45) days of the Agreement end date, in order to be paid.

D. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.

**SEC. 106. Bonding.** Every agency or employee who receives or deposits Federal Government and/or State of Colorado funds into program accounts or issues financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the highest advance received through check or drawdown during the contract period.

**SEC. 107. Personnel.**

A. The Contractor shall submit to DEDO their written agency personnel (including complaint and grievance procedures) and Equal Employment Opportunity (EEO) policies as required in DEDO's Policy Series and have such policies approved within thirty (30) days of the Agreement start date or the Agreement may be terminated.

B. The Contractor shall submit to the DEDO Contract Specialist a copy of the agency written personnel policies and procedures within thirty (30) days of the Agreement start date. The Contractor is responsible for providing DEDO with any written revisions to the personnel policy during the term of this Agreement.

**SEC. 108. Contract Monitoring & Compliance With Applicable Audit Requirements.**

A. The Contractor's performance may be reviewed monthly, or more often, by the appropriate operational unit at DEDO which has program management responsibility.

B. All reports submitted by the Contractor shall be utilized as part of the determination of Agreement success.

C. All reviews shall be conducted in accordance with internal DEDO procedures. Procedures will be available to the Contractor prior to any review.

D. The Contractor is subject to final program audit. The City Auditor reserves the right to select the audit firm. The Contractors shall provide all appropriate records to the auditing personnel. The Audit Guide will be the basis of the performance of the audit. The Contractor agrees to abide by the administrative procedures of DEDO regarding the resolution of audit exceptions.

E. The contractor is responsible for independent annual audits of its Agreement and costs associated therewith. If the Contractor qualifies under the Single Audit Act amendments of 1996, the Contractor shall have an audit conducted in accordance with Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200 Subpart F and the applicable audit standards set forth in the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General of the United States. Any audit findings in connection with this Provider Agreement shall be resolved with the Grantor within 180 days of the publication of the final audit report. The Grantor may, in its sole discretion, also require additional audits. The Service Provider will pay these additional costs.

**SEC. 109. DEDO Equipment.**

A. Contractors will be held accountable for all City property in their possession until relieved of that responsibility in accordance with terms established by DEDO's Financial Management Unit. Contractors shall be held responsible for reasonable care and control of all property in its possession, which shall include:

1. Marking with departmental decals or stencils all government property obtained through any government Employment and Training Administration grant, which includes all funds provided by DEDO;

2. Maintaining appropriate maintenance contracts for equipment;

3. Maintaining reasonable safeguards against theft; and

4. Contractors shall reimburse DEDO for the value of missing property in accordance with the DEDO Policy Series.

B. DEDO will conduct an annual property inventory which will involve a comparison and reconciliation of the latest DEDO inventory records with the actual physical property that exists (or is missing) at each contractor site.

**SEC. 110. Advertisement and Public Notices.** Contractors using radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other methods to attract Participants or employers into an DEDO funded activity shall first notify the appropriate DEDO staff prior to release or publication of this information. In any event, all announcements, etc., must include the following statement: "The funding source for this activity is the City and County of Denver, Denver Economic Development & Opportunity" in addition to including the required funding stream denotation as required.

**SEC. 111. Assurances.**

A. The Contractor, in operating programs funded under the Grant, further assures that it will administer its program under the Act in full compliance with safeguards against fraud and abuse as set forth in the Federal regulations.

B. The Contractor will comply with all Priority of Service for Veteran requirements, including that veterans and eligible spouses are given priority over noncovered persons for the receipt of employment, training, and placement services provided under a qualified job training program. See, [https://www.colorado.gov/pacific/sites/default/files/PGL-VET-2014-02\\_Priority-of-Service-for-Veterans-change-1.pdf](https://www.colorado.gov/pacific/sites/default/files/PGL-VET-2014-02_Priority-of-Service-for-Veterans-change-1.pdf).

C. The Contractor will provide employment and training services to eligible individuals as set forth in applicable laws governing the programs and activities funded by this Agreement. For the Workforce Innovation and Opportunity Act, see requirements concerning individuals with a barrier to employment: displaced homemakers; low-income individuals; Indians, Alaska natives, and Native Hawaiians; individuals with disabilities, including youth who are individuals with disabilities; older individuals; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers; eligible migrant and seasonal farmworkers; individuals within two years of exhausting lifetime eligibility under part A of title IV of the Social Security Act; Single parents (including single pregnant women); long-term unemployed individuals; and such other groups as the Governor determines to have barriers to employment. <https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

D. Nondiscrimination and equal opportunity under WIOA. Section 188 of WIOA and 29 CFR Part 38.

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, and by its signature to the Agreement, the Contractor, as a grant subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.

b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and • Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

2. The Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. Other federal requirements. The Contractor will comply with the following federal laws, regulations, and executive order:

1. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and

**SEC. 112. Charging of Fees.**

- A. Contractors may not charge participants a fee for the placement of that Participant into an DEDO training or employment program.
- B. Contractors may not charge participants a fee for job referral or placement.

**SEC. 113. Theft or embezzlement from employment and training funds; Improper Inducement, Obstruction of Investigations and other Criminal provisions.**

- A. Under the law, a contracting agency and any member of its staff is criminally liable if s/he:
  - 1. Knowingly hires an ineligible individual;
  - 2. Embezzles, willfully misapplies, steals or obtains by fraud any of the monies, funds, assets or property which are the subject of the contract;
  - 3. By threat of procuring dismissal of any person from employment, induces any persons to give up money or things of value;
  - 4. Willfully obstructs or impedes an investigation or inquiry under Colorado Works Program Act (CWPA);
  - 5. Directly or indirectly provides any employment, position, compensation, contract, appointment or other benefit, provided for or made possible in whole or in part by CWPA funds to any person as consideration, or reward for any political action by or for the support or opposition to any candidate of any political party;
  - 6. Directly or indirectly knowingly causes or attempts to cause any person to make a contribution of a thing of value (including services) for the benefit of any candidate or any political party, by means of the denial or threat of denial of any employment or benefit funded under the Act.

**ARTICLE 2  
DISBURSEMENTS AND ACCOUNTING**

**SEC. 201. Charges Against Project Account.**

- A. Payments under Reimbursement Contracts shall be made on actual costs incurred and supported by all necessary and appropriate documentation. Fee-for-Service contracts shall be reimbursed for documented services performed based on the negotiated rate.
- B. The City shall not reimburse or pay any expenditures, costs or payments that are inconsistent with the last approved budget; PROVIDED, HOWEVER, that said budget may be revised for more efficient and effective use of monies available under the Contract upon written request by the Contractor to the City and written approval thereof by the City.
- C. At any time or times prior to final payment under this Contract, the City may have the invoices and statements of cost audited. Each payment theretofore shall be subject to reduction for amounts included in the related invoice or voucher which are found by the City on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for over-payment, or increased for under-payments, on preceding invoices or vouchers.
- D. After the City has accepted the services actually performed under the Contract, it may require the Contractor to prepare a summary of services and the value thereof, together with such other records, reports and data as the City may require. All prior approvals and payments shall be subject to correction in the final summary and payment; but in the absence of effort or manifest mistake, it shall be understood that all payments, when approved, shall be evidence of the services performed; PROVIDED, HOWEVER, that all payments made by the City to the Contractor shall be made subject to correction in

accordance with the audit findings of the City or the Federal Government of the Contractor's books and records relating to its costs and contributed services for the preparation or completion of the services and work under the Contract, and the Contractor shall promptly repay the City the amount that such payments exceed the total amount payable to the Contractor in accordance with the provisions of the Contract and as determined on the basis of such audit and inspection. From the total amount of the final payment, there shall be deducted first all previous payments made to the Contractor under the Contract; and second, all damages, ineligible costs under the Contract, and other charges properly chargeable to the Contractor and the balance, if any, shall be paid to the Contractor; PROVIDED, HOWEVER, that prior to the payment to the Contractor of the final payment, the Contractor shall first furnish the City evidence in affidavit form that all claims, liens or other obligations incurred by it and all of its subcontractors or agents in connection with the performance of the services have been properly paid and settled.

E. Prior to final payment under this Contract, the Contractor and each assignee under the Contract whose assignment is in effect at the time of the final payment under the Contract shall, within such time as the City may designate not to exceed sixty (60) days from the termination of the Contract for any reason whatsoever, execute and deliver as required by the City:

1. An assignment to the City in form and substance satisfactory to the City of refunds, rebates, credits and other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the City under the Contract; and

2. A release in such form as the City may prescribe, discharging the City, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract.

F. Contract funds remaining unspent by the Contractor at the termination of the Contract for any cause whatsoever shall be returned to the City within such time following the termination as the City may set. Interest shall accrue in the favor of the City at the rate of eight percent (8%) per annum on such funds thereafter.

**SEC. 202. Method of Payment and Disbursements.**

A. On a regular basis in the due course of conducting its business during the term of this Contract, based upon certain reports and records required by the City of the Contract, the City will approve the dollar value of services under the Contract completed by the Contractor during the preceding performance period. After approval by the City, these reports and records will serve as a basis for a partial payment by the City to the Contractor. The City may withhold the final ten percent (10%) of the money made available under the Contract pending the making of final settlement and final payment as set forth herein.

B. The Contractor shall request payment of the monies available under the Contract on such basis and in such amounts and at such times and under or subject to such conditions as the City may specify. The City agrees to establish a payment procedure that will provide funds in a timely and regular manner.

**SEC. 203. Accounting Controls.**

A. The Contractor shall assist the City, as necessary, in making an evaluation of the Contractor's internal control system, fidelity bonding coverage, accounting and report systems prior to any payment being made under this Contract. The Contractor shall assist the City as necessary in documenting the adequacy or inadequacy of said systems and in continual monitoring for accuracy of such systems, allowing the City and the Federal Government free and ready access to the plants or offices of the Contractor at reasonable times for on-site inspection and audit.

B. Accounting System. The Contractor will establish and maintain on a current basis for accounting of funds available under the Contract an accounting system in accordance with generally accepted accounting principles and standards.

C. Designation of Depository. The Contractor shall designate to the City a commercial bank which is a member of the Federal Deposit Insurance Corporation, acceptable to the City, to be the depository for the receipt of funds under the terms of the Contract. After the City has satisfied itself as to

the propriety of the account, it may deposit funds made available hereunder into said account. The commercial bank selected must fully insure and secure against loss continuously all funds on deposit in excess of the amount insured by a Federal or State Agency.

### **ARTICLE 3 MISCELLANEOUS**

**SEC. 301. Personnel.**

A. The Contractor represents that it has, or will secure with funds available for same under this Agreement, all personnel required in performing its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder of the Contractor will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

**SEC. 302. Sales and Use Taxes.** Nothing herein shall be deemed to exempt the Contractor or any subcontractor from payment of the Sales Tax or the Use Tax of the City. In accordance with applicable State and Local law, the Contractor will pay, and require subcontractors to pay, all sales and use taxes on tangible personal property, including that built into a project or structure, acquired in pursuance of the Contract. Any and all refunds claimed and received by the city shall not affect any bid price or contract price under the Contract.

**SEC. 303. Extension of Time.** The Contractor shall be considered as having taken into account all hindrances and delays incidental to such services, and will not be granted an extension of time on account thereof.

**SEC. 304. Singular and Plural.** Wherever in the Agreement or any Exhibit thereto the singular or plural form of a noun is used, the meaning may be taken to be either plural or singular, unless the intent taken in the context of the sentence would be changed.

### **ARTICLE 4 PREVAILING WAGE REQUIREMENTS**

**SEC. 401. Labor Standards and Wage Rates.**

A. The City, the Contractor and any subcontractor in the performance of work on any construction contract (project), twenty-five percent (25%) or more of the costs of which are paid from contract entitlement funds: (1) will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a--276a-7); and (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 C.F.R., Parts 1, 3, 5, and 7.

B. In situations in which the Davis-Bacon Act (40 U.S. C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5) standards are applicable, (generally construction contracts in excess of \$2,000), the Contractor or any subcontractor shall comply with all requirements and must file with the regional office of the United States Department of Labor a Standard Form 308 requesting a wage determination for each intended project at least thirty (30) days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 C.F.R. 5.5 are incorporated in any subcontract specifications. The City, the Contractor and any Subcontractor must also satisfy itself that the successful bidder is made aware of its labor standards responsibilities under the Davis-Bacon Act.

C. In the event that the Davis-Bacon Act is deemed not to apply to this Agreement, but yet the Services to be provided hereunder nonetheless require construction or constructions services, then Section 20-76 of the Denver Revised Municipal Code pertaining to Payment of Prevailing Wages shall apply.

D. If any subcontract involving subcontractors other than State agencies shall involve the construction or maintenance of a public work as set forth in Section 20-76 of the Revised Municipal Code of the City, the following provisions shall apply:

1. Any person or company other than a State agency entering into a subcontract with the State for the construction of any public building or the prosecution or completion of any public work or for repairs upon any public building or public work, shall be required before commencing work, to execute, in addition to all bonds that may now or hereafter be required of them, a penal bond, with good and sufficient surety or sureties, to be approved by the Manager of Public Works of the City, conditioned that such contractors shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing him or it, or his or its subcontractors with labor or materials, or with labor and materials used or performed in the prosecution of the work provided for in such contract, and will indemnify the City to the extent of any and all payments in connection with the carrying out of any such contracts with said City may be required to make under the law.

2. Every worker, mechanic or other laborer employed by any Contractor or subcontractor in the work of drainage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or in behalf of the City, or for any department of the City, or financed in whole or in part by the City or any department of the City, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor or in similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work by or in behalf of the City, or for any department of the City, or financed in whole or in part by the City, or any department of the City, shall be paid not less than the wages prevailing for the same class and kind of work in the City as determined by the Career Service Board of the City under Section D hereof.

3. For every subcontract in excess of \$2,000.00 which requires the performance of work involving drainage or involving construction, alteration, improvements, repairs, maintenance or demolition of any public building or public work, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building, or the prosecution of any such public work, the minimum wages to be paid for every class of labor, mechanics or work shall be not less than the scale of wages from time to time determined by said Career Service Board to be the prevailing wages under Section (D) hereof; no increase or increases in such minimum wages shall result in any increased liability on the part of the City, and the possibility and risk of any such increase or increases is assumed by the Contractor.

4. It shall be duty of said Career Service Board to determine, after hearing, the prevailing wages for the various classes of laborers, mechanics, and workers which will be required in the performance of the Subcontract, which determination shall be made periodically at least every six months, and as frequently as may be considered necessary by said Career Service Board in order that the determination which is currently in effect shall accurately represent the current prevailing rates of wages. Prior to making such determination, said Career Service Board shall give reasonable public notice of the time and place of the hearing concerning such proposal determination and shall afford to all interested parties the right to appear before it and to present evidence. "Prevailing Wages" shall mean, for each class of work, (a) the rate of pay currently and most commonly paid to laborers, mechanics and workers performing such classes of work in the City, and (b) the overtime and other benefits currently and most commonly granted to such workers, mechanics, and laborers in the City; except that where the work involved is that of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work, "Prevailing Wages" shall mean, for each class of work, the rate of pay currently and most commonly paid and the overtime and other benefits currently and most commonly granted to such workers, mechanics and laborers in the construction industry of the City.

5. The Contractor and every Subcontractor under the Contract shall pay every worker, mechanic and laborer employed under the Contract, not less than the scale of wages as determined by said Career Service Board under Section D hereof to be the prevailing rate. The Contractor and its subcontractors shall pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications. Further, the Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all Subcontractors working under it. In the event the Contractor or any Subcontractor shall fail to pay such wages as are required by the Contract, the Auditor of the City shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor of the City evidence satisfactory to him that such wages so required by the Contract have been paid. Further, the Contractor shall furnish to the Auditor of the City each week during which work is in progress under the Contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the Contract, either by the Contractor or Subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the Contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. Said copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers and other workers working under the Contract either for the Contractor or Subcontractors, that payments were made to the workers, laborers, and mechanics as set forth in said payroll records, that no deductions were made other than those set forth in said records, and that all workers, mechanics and other laborers employed on work under the Contract, either by the Contractor or Subcontractor, have been paid the prevailing wages. In the event that any laborer, worker or mechanic employed by the Contractor or Subcontractor under the Contract has been or is being paid a rate of wages less than the rate of wages required by the Contract to be paid as aforesaid, the City may, by notice to the Contractor or Subcontractor, suspend or terminate its right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the Contractor and its sureties shall be liable to the State or City for any excess costs occasioned the City thereby.

6. No warrant or demand for payment to the Contractor or Subcontractor shall be drawn or allowed by the Auditor of the City unless the Contractor or Subcontractor shall have filed with said Auditor the reports and statements required by Section E hereof nor while any such Contractor or Subcontractor under it shall be in default in the payment of such wages as are required by the Contract.

7. The Provisions of Sections B through G hereof, inclusive, shall constitute a part of every contract of employment between the Contractor and any subcontractor not a State agency and his or its employee performing work covered by the provisions of said sections.

**SEC. 402. Use of Property.** Whenever Contract funds available for use in whole or in part for the purchase or construction (including rehabilitation) of property (other than office equipment, supplies, materials and other personal property used for the administration of the program), a title to said property shall not be transferred for a period of five (5) years from the date of purchase or completion of construction without the approval of the City. Should it be desirable to sell the property or otherwise transfer the ownership before expiration of the five-year period, a request must be submitted to the City for prior approval.

## **ARTICLE 5 PERSONAL PROPERTY**

**SEC. 501. Purchases and City Property.**

A. The Contractor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Contract at the lowest practicable cost, in a way not inconsistent with Section 20-61 through 20-67 of the Revised Municipal Code. Any public Contractor may procure its supplies from State or local government sources without regard to any other provision of the Contract to the extent required by State or local law. The City will assist the Contractor and its subcontractors in the following procedures for procurement of supplies and equipment.

B. Title to all non-expendable personal property furnished by the City, if any, shall remain in the City. Title to all such property acquired by the Contractor including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed in whole or in part as direct item of cost under the Contract, shall immediately vest in the City upon delivery of such property by the vendor. Title to other such property, the cost of which is to be reimbursed to the Contractor under this Contract, shall immediately vest in the City upon (i) issuance for use of such property in the performance of the Contract; or (ii) commencement of processing or use of such property in the performance of the Contract; or (iii) reimbursement of the cost thereof by the City, whichever first occurs. Title to the City property shall not be affected by the incorporation or attachment thereof if any part thereof be or become a fixture or lose its identity as personality by reason of affixation to any realty. All City-furnished property, and all property acquired by the Contractor, title to which vests in the City under this paragraph, are subject to the provisions of this clause and are herein collectively referred to as "City Property".

C. The Contractor agrees to accept as correct the records of the City relating to the identification and marking, segregation and co-mingling and taking of inventories of City property. The Contractor shall maintain and administer in accordance with sound business practice, a program for the maintenance, repair, protection and preservation of City property so as to assure its full availability and usefulness for the performance of the Contract. The Contractor shall take reasonable steps to comply with all appropriate directions or instructions which the City may prescribe as reasonably necessary for the protection of the City property including the removal and shipping of City property, where the City deems that the interest of the City requires the removal of such property.

D. The City property shall be used only for the performance of this Contract and its use by the Contractor is understood and agreed to be part of the consideration for which services are provided.

E. The Contractor shall not be liable for any loss of or damage to the City property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any loss or damage (including expenses incidental thereto):

1. Which results from willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of its managers, superintendents or other equivalent representatives;

2. Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of its directors, officers or other representatives mentioned in (1) above to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection and preservation of City property as required by Paragraph (D) hereof, or to take all reasonable steps to comply with any appropriate written directions of the City under Paragraph (D) hereof;

3. For which the Contractor is otherwise responsible under the express terms of the Contract;

4. Which results from a risk required to be insured under the Contract; or

5. Which results from a risk which is, in fact, covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement.

The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the City property, except to the extent that the City may have required the Contractor to carry such insurance under any provisions of the Contract.

F. If the Contractor transfers City property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of or damage to the property

as set forth in Paragraph (F) hereof. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of or damage to the property while in the latter's possession or control, except to the extent that the subcontractor, with the prior approval of the City, provides for the relief of the Contractor from such liability. In the absence of such approval, the subcontractor shall maintain appropriate provisions requiring the return of all City property in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of the Contract.

G. In the event the Contractor is indemnified, reimbursed or otherwise compensated for any loss or destruction of or damage to the City property, it shall use the proceeds to repair, renovate or replace the City property involved, or shall credit such proceeds against the cost of the work covered by the Contract or shall otherwise reimburse the City, as directed by the City. The Contractor shall do nothing to prejudice the City's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the City, shall, at the City's expense, furnish to the City all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the City) in obtaining recovery. In addition, where the subcontractor has not been relieved from liability for any loss or destruction of or damage to City property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the City property for the benefit of the City.

H. Upon the completion of the Contract, or at such earlier date as may be fixed by the City, the Contractor shall submit to the City in a form acceptable to it, inventory schedules covering either all items of City property, or all items of City property not theretofore delivered to the City, and shall deliver or make such other disposal of such City property as may be directed or authorized by the City. The net proceeds of any such disposal shall be credited to the cost of the work covered by the Contract or shall be paid in such manner as the City may direct.

I. Unless otherwise provided herein, the City:

1. May abandon any City property in place, and thereupon all obligations of the City regarding such abandoned property shall cease; and
2. Shall not be under any duty or obligation to restore or rehabilitate, or to pay the costs of the restoration or rehabilitation of, the Contractor's plant or offices or any portion thereof which is affected by the abandonment or removal of any City property.

J. All communications issued pursuant to this Section shall be in writing.

## **ARTICLE 6 FIDELITY BOND**

**SEC. 601. Fidelity Bonding Assurance.** Prior to the initial disbursement of funds to the Contractor, the City may request that fidelity bonding be obtained from the surety of the Contractor evidencing that all persons handling funds received or disbursed under the program are covered by fidelity insurance in an amount and manner consistent with the coverage of comparable City employees and consistent with sound fiscal practice. If the bond of any employee of the Contractor is cancelled or coverage is substantially reduced, the Contractor shall notify the City and shall not disburse any funds thereafter until the City receives and acknowledges assurance from the Contractor that adequate insurance coverage has been obtained.

## **ARTICLE 7 REQUIRED CONTRACT CLAUSES FOR ETA GRANTS**

**SEC. 701. Copeland "Anti-Kickback" Act** If this agreement involves construction or repair work, it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 CFR Part 3).

**SEC. 702. Contract Work Hours and Safety Standards Act** The Contractor shall comply with all Federal, State, and Municipal Act, laws, ordinances, rules and regulations relating to minimum wages and maximum hours of work, including Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**SEC. 703. Clean Air Act** Notwithstanding any other provision, the Contractor agrees to comply with the Clean Air Act, as amended, (42 U.S.C. 1857 et seq.), the Clean Water Act, as amended (33 U.S.C. 466 et seq.), and the standards issued pursuant thereto, in facilities which are involved in the activities receiving assistance. All subcontracts will include provisions required by regulations issued by the Department of Labor with respect to the Clean Air Act of 1970 and the Federal Water Pollution Control Act.

**SEC. 704. Energy Policy and Conservation Act** The Contractor shall comply with all applicable standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Public law 94-163, 89 Stat. 871.

**SEC.705. Lobbying Certification**

A. None of the funds provided under this Agreement shall be used to influence or attempt to influence any elected or public official to support or defeat any legislation or rules and regulations pending before the Council of the City or the General Assembly of the State of Colorado.

B. Contractor assures and certifies compliance with applicable federal law 45 C.F.R. Part 93 for TANF; 29 C.F.R. Part 93 for WIA; and 45 C.F.R. Part 93 for the Refugee Act.

**SEC. 706. Federal Debarment** This Agreement is subject to the prohibitions on contracting with a debarred organization set out in U.S. Executive Order 12549, Debarment and Suspension implemented at 45 C.F.R. Part 76. By its signature below, the Contractor assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this Article 34, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this Article 34, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

**SEC. 707. Nepotism**

A. No sub awardee or employing agency may hire a person in an administrative capacity, staff position, public-service employment position or on-the-job training position funded under the Act, if a member of that person's immediate family is engaged in an administrative capacity for the recipient or program agent from which the sub awardee or employing agency obtains its funds. To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such state or local requirement shall be followed.

B. For purposes of this section:

1. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

2. The term "person in an administrative capacity" includes those persons who have overall administrative responsibility for a program, for the obtaining of and/or approval of any grant funded under the Act, as well as other officials who have influence or control over the administration of the program, such as the project director, deputy director and unit chiefs, and persons who have selection, hiring, placement or supervisory responsibilities for public service employment or OJT participants.

3. The term "staff position" includes all CWPA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative training or service activities.

**SEC. 708. Prohibited Political Activity and Political Patronage** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the City hereunder will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections.

- A. No program under the Act may involve political activities.
- B. No participant may engage in partisan or non-partisan political activities during work hours.
- C. No participant may be employed or out-stationed in the office of a member of Congress or a state or local legislator or on any staff of a legislative committee.
- D. No participant may be employed or out-stationed in the immediate office of any chief elected executive official (such as the Mayor).
- E. No participant may be employed or out-stationed in positions involving political activities in the offices of other elected executive officials (such as a City Council Officer).
- F. Contractor staff and participants must comply with the provisions of the Hatch Act.
- G. A Contractor may not select or promote a participant based on that individual's political affiliation or belief.
- H. A Contractor may not select or advance an employee as a reward for political services or as a form of political patronage whether or not the political services or patronage is partisan in nature.

## **Exhibit G-1, Federal Provisions**

### **1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### **2. DEFINITIONS.**

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. “Entity” means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
  - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
  - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
  - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
  - 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.8.2. Is not organized primarily for profit; and
  - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

### **3. COMPLIANCE.**

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.**

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient’s information.

### **5. TOTAL COMPENSATION.**

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Subrecipient received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. The public does not have access to information about the compensation of such Executives 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 § 6104 of the Internal Revenue Code of 1986.

## **6. REPORTING.**

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

## **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## **8. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 8.1. Subrecipient shall report as set forth below.
  - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
    - 8.1.1.1. Subrecipient Unique Entity ID;
    - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
    - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
    - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
  - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
  - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## **9. PROCUREMENT STANDARDS.**

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

## **10. ACCESS TO RECORDS.**

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## **11. SINGLE AUDIT REQUIREMENTS.**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
  - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program specific audit.
  - 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
  - 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## **12. REQUIRED PROVISIONS FOR SUBRECEPIENT WITH SUBCONTRACTORS.**

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
  - 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
  - 12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

### **13. CERTIFICATIONS.**

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **15. EVENT OF DEFAULT AND TERMINATION.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
  - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
  - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the NonFederal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Passthrough Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
  - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.