AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, and EAST DENVER COLFAX PARTNERSHIP, INC., a Colorado nonprofit corporation doing business as the FAX partnership, whose address is 6740 E. Colfax Ave, Denver, CO 80220.

RECITALS:

WHEREAS, the Parties entered into an Agreement dated March 20, 2025 (the "Agreement") to administer a program to support small businesses economically impacted by the East Colfax Bus Rapid Transit (BRT) construction project by offering stabilization grants to eligible businesses that may experience revenue declines resulting from the construction project; and

WHEREAS, the Parties now wish to modify the Agreement to increase the Maximum Contract Amount and to revise **Exhibit A** Scope of Services and **Exhibit B** Budget.

RECITALS:

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

- 1. All references to "...Exhibit A..." in the Agreement shall be amended to read: "...Exhibits A and A-1..." as applicable. Exhibit A-1 the Scope of Services is attached and will control from and after the date of execution.
- 2. All references to "...**Exhibit B**..." in the Agreement shall be amended to read: "...**Exhibits B** and **B-1**..." as applicable. **Exhibit B-1** the Budget is attached and will control from and after the date of execution.
- 3. In Section 4 of the Agreement, entitled "<u>COMPENSATION AND PAYMENT</u>:", Subsection d, entitled "<u>Maximum Contract Amount:</u>", Subparagraph (1) is amended to reach as follows:
 - "(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **ONE MILLION FIVE HUNDRED TEN THOUSAND DOLLARS AND NO CENTS** (\$1,510,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed

beyond those in **Exhibits A and A-1** are performed at the Contractor's risk and without authorization under this Agreement."

- 4. As herein amended, the Agreement is affirmed and ratified in each and every particular.
- 5. 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.

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

Contract Control Number: Contractor Name:	OEDEV-202581553-01 [202577856-01] EAST DENVER COLFAX PARTNERSHIP, INC.					
IN WITNESS WHEREOF, the pa Denver, Colorado as of:	arties have set their hands and affixed their seals at					
SEAL	CITY AND COUNTY OF DENVER:					
ATTEST:	By:					
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:					
Attorney for the City and County of By:	By:					
	D					
	By:					

Contract Control Number: Contractor Name:

OEDEV-202581553-01 [202577856-01] EAST DENVER COLFAX PARTNERSHIP, INC.

By:	Docusigned by: Monica Martines 19013636F8BG4A2
Name:	Monica Martinez
	(please print)
Title:	Executive Director
	(please print)
ATTE	ST: [if required]
By:	
Name:	
Title:	(please print)
11110.	(please print)

PROJECT NAME: Investment Impact Special Revenue Fund (II-SRF) East Colfax BRT BIO Fund

ACTIVITY NAME: Supplemental Activity of the Business Impact Opportunity (BIO) Fund
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY (DEDO)

I. INTRODUCTION

Period of Performance Start and End Dates: January 31, 2025 – December 31, 2026

Project Description:

This supplemental activity, to be administered in alignment with the BIO Fund program, will be funded using \$870,000 from the city's Investment Impact Special Revenue Fund (II-SRF), adding \$640,000 from the City's General Fund. East Denver Colfax Partnership, herein referred to as Contractor, will administer this supplemental BIO Fund program activity in the East Colfax Avenue corridor offering stabilization grants to eligible businesses that may experience revenue declines resulting from the East Colfax Bus Rapid Transit (BRT) construction project. Contractor will be tasked with disseminating program information, providing application assistance to eligible businesses seeking a stabilization grant, determining businesses qualified for a grant, and disbursing grants. Contractor will deliver these tasks, in part, through the services of Colfax Avenue Business Improvement District, and other approved subcontractors, herein referred to as Subcontractor.

DEDO anticipates there would be as many as 50 80 to 100 175 businesses engaged in the program over the term of the contract. The program will be restricted to the East Colfax BRT construction project along the East Colfax Avenue corridor and to businesses operating adjacent to the construction along with other business eligibility criteria as outlined in the Working Guide.

Funding Source(s):

- Investment Impact Special Revenue Fund, a grant program of Denver's Community Planning and Development (CPD) agency \$870,000.
- City of Denver General Fund +\$640,000.

Amount: \$870,000 \$1,510,000

Sub-awardee Organization:	East Denver Colfax Partnership				
EIN#:	77-0633106				
DUNS#:	100544257				
SAM.gov Expiration Date:	November 24, 2025				
Address:	6740 East Colfax Ave				
Contact Person: Monica Martinez					
Phone:	303-478-0266				
Email:	monica@thefaxdenver.com				
Organization Type: ☑ Nonprofit ☐ For-profit ☐ Ir	ndividual Partnership Corporation Publicly Owned Other				

Page **1** of **5** The FAX Partnership [OEDEV-202581553-01] [OEDEV-202577856-01]

Council District(s):	City-wide	Neighborhood(s):	City-wide	Census Block(s):	n/a
5, 8, 9, and 10		Capitol Hill, North		N/A	
		Capitol Hill, City Park,			
		Congress Park, City Park			
		West, Cheesman Park			
		South Park Hill, Hale,			
		Montclair, East Colfax			

Contractor Relationship	Contr	actor	Relation	aideno
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□ Unit of Government □ Public Agency □ Sub-awardee/Subrecipient 🗵 Vendor □ Be	eneficiary
☐ Community Based Development Organization	

II. ACTIVITY DESCRIPTION

1. Description of Activity: The sequence of business engagement and support will generally occur as follows.

These tasks are to be performed by the Subcontractors unless self-performed by the contractor:

- a) Businesses will be informed of the grant application and invited to apply through e-flyers, social media and/or events.
- b) Using a DEDO-provided daily weekly status report, **Subcontractor(s)** will identify applicants (submitted or in draft status) requesting assistance with completing the application. **Subcontractor(s)** will contact applicant, document its outreach, and provide application assistance and, if requested, make referral to appropriate technical assistance, both short-term and long-term.

The following tasks will be performed by the Contractor:

- a) When each application round closes, **Contractor** will conduct a technical review (using DEDO's online review portal) to screen applicants for basic eligibility pursuant to the program Working Guide.
- b) Applications passing technical review will be scored and ranked based on program priorities and funds available. DEDO will assign these applications to the **Contractor** who will then conduct a financial review (using DEDO's online review portal) of application data entries and supporting documentation to determine if the minimum percentage revenue decline has been met.
- c) DEDO and **Contractor** will review and agree on the list of qualified grantees and **Contractor** will send award notifications, collect required documentation (e.g., W-9, evidence of current operations), and disburse the grant via Electronic Funds Transfer (EFT).
- d) Selected contractor will send decline notifications to applicants not meeting eligibility requirements.
- e) At year-end, **Contractor** will prepare and send IRS Form 1099 to grant recipients.
- f) **Contractor** will prepare and share with DEDO a complete record of grant disbursement and fund reconciliation including proof of payment.
- 2. Use of Funds: Contractor will disburse cash grants (Grant Expense) to qualifying small businesses. Contractor will compensate its Subcontractor(s) for business support, program promotion and application assistance as well as compensate itself for similar tasks self-performed (Program Delivery). Funds also will compensate the Contractor for its administration of the grant application process and disbursement, associated expenses, as well as oversight of its Subcontractor(s).

Page **2** of **5** The FAX Partnership [OEDEV-202581553-01] [OEDEV-202577856-01]

A portion of the funds for the city to pay for the services described herein have been granted to DEDO from the city's Community Planning and Development (CPD) Investment Impact Special Revenue Fund (II-SRF). In 2021, the Investment Impact Special Revenue Fund (II-SRF) was established by the city through Bill 21-1290 to fund strategies to stabilize residents and businesses in neighborhoods where residents and businesses are at greatest risk of displacement.

3. Implementation Plan and Timeline:

This agreement is anticipated to have a contract term effective early 2025 through December of 2026, with the expectation that the majority of all program activities will be delivered, and funds disbursed by mid-2026 the end of 2026.

The implementation plan and timeline will generally follow the construction schedule with discreet rounds offering grants to potentially eligible businesses as impacts occur. This will typically be 90 days or greater from the time construction commences in each segment, intersection or block. DEDO anticipates offering up to four (4) application rounds each year with adjustments made for construction schedule shifts if needed.

During open application rounds and post-round weeks, there will be moderate- to high-intensity periods of work. Each application round (including post-round tasks) will be approximately six weeks with strict timelines to meet.

- a) Four weeks of open application for program promotion, application assistance, referrals to other business supports. Moderate intensity.
- b) Two weeks to conduct technical review, score and rank, and financial review. This requires a full dedication of staff time. High intensity.
- c) Send award and decline notifications. This is a half-day activity but must follow award/decline decisions within a day of those decisions being made. High intensity.
- d) Prepare invoice for grant disbursement following the procedures outlined in Exhibit B Cost Allocation Plan and Budget Narrative, and collect and review grantee documentation (W9, bank account information and other required documentation as outlined in the Working Guide) to disburse grants. Moderate to high intensity.

At the end of each year, **Contractor** will work with DEDO to prepare and send a post-award survey to measure the following outcomes:

- Business retention
- Business revenue stabilization
- Employee stabilization

4. Responsibilities

DEDO Responsibilities

- a) Provide and manage the online Zengine application that will capture business firmographics and owner demographics and be the repository of all program outputs (e.g., grants disbursed, dollars awarded).
- b) Complete a preliminary review of submitted applications to determine the suitable funding source for award and assign applications to the appropriate administering agency. (I.e., Applications suitable for award using ARPA funds would go to Mile High United Way; those suitable for award using II-SRF and

General Fund would go to Contractor.) Pursuant to the intent of the CPD grant, Investment Impact (II-SRF) funds will be prioritized for E. Colfax businesses as described in the Working Guide.

- c) Provide informational sessions and/or "train-the-trainer" sessions to ensure **Contractor** and **Subcontractor**(s) are trained and, in turn, can assist applicants with their applications.
- d) Provide training on technical and financial review; provide information and train-the-trainer sessions for BIDs/BSOs/Subcontractor(s) providing application assistance.
- e) Provide a Working Guide with detailed processes and policy related to the BIO Fund program.
- f) Prepare and send weekly status reports (or more frequently if needed) during active program rounds to inform **Contractor** and **Subcontractor**(s) of application status and requests for assistance.
- g) Prepare and assign applications for review phases and prepare award and decline spreadsheets.
- h) Advise and approve **Contractor**'s **Subcontractor**(s) funded by this RFP.
- i) Work with **Contractor** in the development and dissemination of the post-award survey.

Contractor Responsibilities

- a) Employ a program manager dedicated at minimum half-time to the program.
- b) Convene periodic (e.g., bi-weekly) meetings for program check-ins with the DEDO team.
- c) Procure and oversee **Subcontractor**(s) who will assist businesses with grant applications (as described in 1.a and 1.b above) and refer to appropriate technical assistance resources when requested.
- d) Supplement the work of the **Subcontractor(s)** by self-performing tasks outlined above.
- e) Track and report assistance provided.
- f) Conduct technical and financial reviews of grant applications.
- g) Send award and decline notifications, collect required documentation to disburse grants, reconcile funds spent and send IRS Form 1099 at year end.
- h) Disburse grants to awarded businesses.
- i) Manage inquiries from ineligible and disqualified applicants and refer them to other supports.
- j) Establish a secure file sharing system to collect grantee documentation.
- k) Obtain DEDO approval from the Program Director or designee of any new subcontractor.
- I) Work with DEDO in the development and dissemination of the post-award survey.

5. Objectives, Outcomes & Indicators

Objective - (Select one)

- Enhance Suitable Living Environment
- Create Decent Housing
- X Promote Economic Activity

Outcome - (Select one)

- Availability/Accessibility
- Affordability
- X Sustainability

Outcomes established for the program

Recognizing that many external and internal actors can contribute to the outcomes, the following outcomes are aspirational and intended to mitigate displacement in neighborhoods with large capital projects. They can be categorized as follows:

- Business preservation
- Business revenue stabilization

Page **4** of **5** The FAX Partnership [OEDEV-202581553-01] [OEDEV-202577856-01]

- Business capacity and resiliency
- Neighborhood business activation

III. Budget

Refer to Exhibit B Cost Allocation Plan and Budget Narrative for detailed line items and instructions for invoicing.

IV. Reporting

The **Contractor** and its **Subcontractor(s)** will track outputs related to the businesses served. These outputs include but may not be limited to the following:

- a. Business firmographics (i.e., annual gross revenue, industry, FTE count, location, etc.)
- b. Requests for assistance (# accepted/declined)
- c. Application assistance delivered
- d. # of information sessions/events to promote the program
- e. # of information sessions/events to provide application assistance
- f. Referrals to other BIO Fund program resources such as the Technical Assistance offered by Mile High United Way
- g. Post-award survey outcomes (annually)

Most of this data will be collected through DEDO's online grant application, the review process and post-award follow-up. The **Contractor** will need to track items c – f above and share the data with DEDO.

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CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY Supplemental Activity of the Business Impact Opportunity (BIO) Fund PROGRAM YEAR 2025-2026 BUDGET SUMMARY

A. Respondent:	The Fax Partnership
B. Project:	IIC / Colfax BRT BIO FUND
C. Program Year:	2025-2026

D. Contract Number:	OEDEV-202577856-01 [2025581553-01]
E. Contract Period:	01/31/2025 - 12/31/2026
F. Requested Amount:	\$ 1,510,000

Budget Summary for Supplemental Activity Of The Business Impact Opportunity (Bio) Fund

(1)	(2)		(3)		(4)		(5) (6)			
Item of Expenditure	Total Projection requested from		Other Federal	Funding	Other Non-l Fundin		Other City and Denver Fu	•	Agency T (All Funding	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	\$ -	#DIV/0!	\$ -	#DIV/0!		#DIV/0!	\$ -	#DIV/0!	\$ -	100.00%
Fringe	1	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	ı	100.00%
Office Expenses, Supplies, & Equipment	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	ı	100.00%
Communication	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Insurance	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Subcontractor	38,500	100.00%	-	0.00%		0.00%	-	0.00%	38,500	100.00%
Other Direct Costs	59,265	100.00%	-	0.00%		0.00%	-	0.00%	59,265	100.00%
Indirect Costs	128,385	100.00%	-	0.00%		0.00%	-	0.00%	128,385	100.00%
Direct Costs excluded from MTDC	1,283,850	100.00%	-	0.00%		0.00%	-	0.00%	1,283,850	100.00%
TOTAL	\$ 1,510,000	100.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 1,510,000	100.00%

I: Respondent Authorization		J: City and County of Denver Authorization	iver Authorization		
Signature of Respondent Official	Date	Signature	Date		
Name (Type or print)		Name (Type or print)			
Title (Type or print)		Title (Type or print)			



CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY Supplemental Activity of the Business Impact Opportunity (BIO) Fund PROGRAM YEAR 2025-2026 BUDGET MODIFICATION

A. Respondent:	The Fax Partnership	D. Contract Number:	OEDEV-202577856-01 [2025581553-01]
B. Program:	IIC / Colfax BRT BIO FUND	E. Contract Period:	01/31/2025 - 12/31/2026
C. Program Year:	2025-2026	F. Award Allocation:	\$1,510,000.00

(1)	(2)	(3)	(4)				
Item of Expenditure	Current Approved Budget (\$)	Increases / (Decreases) (\$)	Modified Budget (\$)	Original	Mod 1	Mod 2	Mod 3
Personnel	\$0	\$0	\$0	-			
Fringe	\$0	\$0	\$0	-			
Office Expenses, Supplies, & Equipment	\$0	\$0	\$0	-			
Communication	\$0	\$0	\$0	-			
Insurance	\$0	\$0	\$0	-			
Subcontractor	\$38,500	\$0	\$38,500	#REF!	38,500.00		
Other Direct Costs	\$13,265	\$46,000	\$59,265	-	13,265.00		
Indirect Costs	\$74,385	\$54,000	\$128,385	-	74,385.00		
Direct Costs excluded from MTDC	\$743,850	\$540,000	\$1,283,850		743,850.00		
TOTAL	\$870,000	\$640,000			870,000.00	-	-

I: Respondent Authorization		J: City and County of De	nver Authorization		
Signature of Respondent Official	Date	Signature	Date		
Name (Type or print)		Name (Type or print)			
Title (Type or print)		Title (Type or print)			
Note: This form must accompany all contract modification requests.					



DENVER ECONOMIC DEVELOPMENT 2 OPPORTUNITY CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY Supplemental Activity of the Business Impact Opportunity (BIO) Fund PROGRAM YEAR 2025-2026 NON-PERSONNEL BUDGET MODIFICATION

A. Respondent: The Fax Partner	ership	C. Contract Number:	OEDEV-202577856-01 [2025581553-01]
B. Program: IIC / Colfax BRT E	BIO FUND	D. Contract Period:	01/31/2025 - 12/31/2026
(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (S)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
OFFICE EXPENSES, SUPPLIES, & EQUIPMENT TOTAL	S0	S0	Includes the following, but not limited to:
TOTAL	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
COMMUNICATION TOTAL	S0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
INSURANCE TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
CURCONTRACTOR TOTAL			
SUBCONTRACTOR TOTAL Program Delivery Expense - Self Performed by	\$38,500	\$38,500	Includes the following, but not limited to: Subcontractor, will be tasked with promoting the program and providing
Contractor	\$38,500	\$38,500	application assistance to potentially eligible businesses.
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
OTHER DIRECT COSTS TOTAL	\$59,265	\$59,265	Includes the following, but not limited to:
Program Delivery Expense - Self-Performed by	\$13,265	\$13,265	The Contractor also will self-perform tasks associated with disseminating
Additional Funds - Amendment 2025581553-01	\$46,000	\$46,000	program information and providing application assistance.
	\$40,000	\$0	
	\$0	\$0	
	\$0	\$0	
INDIRECT COSTS TOTAL	\$128,385	\$128,385	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
Administrative Indirect Costs & Other Expenses	\$74,385	\$74,385	Contractor will be compensated for its administration of the grant application process and disbursement, associated expenses, as well as oversight of its Subcontractor. Compensation will be based on a percentage, 10%, of the dollar amount o grants disbursed.
Additional Funds - Amendment 2025581553-01	\$54,000	\$54,000	
	\$0	\$0	
DIRECT COSTS EXCLUDED FROM MTDC TOTAL	\$1,283,850	\$1,283,850	Includes the following, but not limited to:
Grant Expense	\$743,850	\$743,850	Grants to qualified businesses demonstrating revenue impact.
Additional Funds - Amendment 2025581553-01	\$540,000	\$540,000	, and an
	\$0	\$0	
	\$0	\$0	
(E) TOTAL NON BEDCONNEY COOTS	\$0	\$0	
(5) TOTAL NON-PERSONNEL COSTS	\$1,510,000	\$1,510,000	

EXHIBIT B-1 AMENDED BUDGET NARRATIVE

PROJECT NAME: Investment Impact Special Revenue Fund (II-SRF) East Colfax BRT BIO Fund

ACTIVITY NAME: Supplemental Activity of the Business Impact Opportunity (BIO) Fund

DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY (DEDO)

A. Non-Personnel

Grant Expense

Contractor will disburse cash grants to qualified businesses.

Subtotal: \$743,850 \$1,283,850

	II- SRF	Amendment (City General Funds)	New Total
Small Business	\$743,850	\$540,000	\$1,283,850
Grants			

Program Delivery Expense

Colfax Avenue Business Improvement District and additional sub-contractors if required, herein referred to as **Subcontractor(s)**, will be tasked with delivering business support, promoting the program, and providing application assistance to potentially eligible businesses. The **Contractor** also will self-perform tasks associated with disseminating program information and providing application assistance.

Program Delivery – Subcontractor: \$38,500

Program Delivery – Self-Performed by Contractor: \$13,265 \$59,265

Subtotal: \$51,765 \$97,765

	II- SRF	Amendment (City General Funds)	New Total
Outreach, promotion,	\$38,500 sub-contractor		
application assistance	\$13,265 Self-performed	\$46,000	
	Sub-total: \$51,765		\$97,765

Administrative Indirect Costs & Other Expenses

Contractor will be compensated for its administration of the grant application process and disbursement, associated expenses, as well as oversight of its **Subcontractor(s)**. Compensation will be based on a percentage fee, 10%, of the dollar amount of grants disbursed.

Subtotal: \$74,385 \$128,385

EXHIBIT B-1 AMENDED BUDGET NARRATIVE

TOTAL GRANT EXPENSE, PROGRAM DELIVERY EXPENSE AND ADMINISTRATIVE INDIRECT COSTS & OTHER EXPENSES: \$870,000 \$1,510,000

At DEDO's discretion, modifications to any services that require line-item budget changes which do not increase the total funding to the **Contractor** and do not modify the minimum Grant Expense line item, may be made without a formal budget modification process.

B. Fee and Payment Schedule

- 1. The maximum budget for this contract is \$870,000 \$1,510,000 inclusive of (i) grants disbursed to grant recipients, (ii) program delivery, and (iii) administrative indirect costs to **Contractor** as further described herein and as set forth in the Fee Schedule below. Any unspent money provided in form of an advancement must be returned to the City, at the City's request, within 30 days.
 - (i) Grant Expense: Contractor will invoice upon finalization of each round's award list and grant funds will be advanced to Contractor based on minimum amounts needed to award and will be timed according to the actual, immediate cash requirement for disbursing the approved grants. Advance amounts will be determined by the total dollar amount of grants approved by DEDO for the respective application round. Each consecutive advance will only occur after a minimum of 85% of the previous advance has been granted to qualified businesses and disbursed by Contractor, with the appropriate supporting documentation provided by Contractor as set forth in the Working Guide. Adjustments can be made in the event disbursement is delayed, at no fault to the contractor, as outlined in the Working Guide.
 - (ii) <u>Program Delivery Expense:</u> **Contractor** may invoice periodically for **Subcontractor(s)** work and work self-performed by the **Contractor**. Invoicing should align with the conclusion of each application round in which services are delivered.
 - (iii) Administrative Indirect Costs & Other Expenses: Contractor may invoice periodically for the 10% of the grant amounts disbursed (Grant Expense). Invoicing should occur no more frequently than monthly.
 - (iv) Advancements based on business needs for General Fund funded activities under this contract is allowed.