

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of March, 2007, by and between the **DENVER METRO CHAMBER OF COMMERCE dba METRO DENVER ECONOMIC DEVELOPMENT CORPORATION**, a non-profit corporation, with an address of 1445 Market Street, Denver, CO 80202 (the "Contractor") and **XXXXXX**, the "Subcontractor).

1. DEFINITIONS: The capitalized terms used in this Agreement and any and all exhibits hereto, shall have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined herein shall be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. "City" means the City and County of Denver or a person authorized to act on its behalf.

B. "Contractor" means the Metro Denver Economic Development Corporation or a person authorized to act on its behalf.

C. "Subcontractor" means an entity, other than a Contractor, that furnished or furnishes to the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

D. "Federal Government" shall include representatives of the agency, department or office of the United States of America which is or may hereafter be empowered to promulgate, review or enforce rules governing the expenditure of Federal Funds which are or may hereafter become obligated under this Agreement.

E. "Federal Law" shall include any laws of the United States of America which govern funds which are or may hereafter become obligated under this Agreement. Federal Law may include, but is not limited to, Federal Laws set forth in Article 29 of this Agreement, as well as any and all amendments thereto which may currently or hereafter be in effect.

F. "Program" shall mean the Workforce Innovation in Regional Economic Development (WIRED) Initiative (CFDA No. 17.261).

G. "State Government" shall include representatives of the agency, department or office of the State of Colorado which is or may hereafter be empowered to promulgate, review or enforce rules governing the expenditure of State funds which are or may hereafter become obligated under this Agreement.

H. "State Law" shall include any laws of the State of Colorado which govern funds which are or may hereafter become obligated under this Agreement. State Law includes, but is not limited to, the State Laws set forth in Article 27 of this Agreement, as well as amendments thereto which may currently or hereafter be in effect.

2. PURPOSE OF AGREEMENT: The Contractor, acting by and through a contract with the City and County of Denver (the "City contract") under which the Contractor will administer the day-to-day operations of the Metro Denver WIRED Initiative ("WIRED"), pursuant to an intergovernmental contract between the City and the State of Colorado (the "State/City

contract”). This Subcontract is subject to all of the terms and conditions of the City contract and the State/City contract, including any subsequent amendments of the terms and conditions of the City contract and the State/City contract, which are incorporated herein by reference. The Subcontractor acknowledges that the City is a third party beneficiary of this Agreement.

3. SERVICES TO BE PROVIDED: Work to be performed is as set forth in Exhibit B to this Agreement.

4. COORDINATION AND LIAISON: The Subcontractor agrees that during the term of this Agreement it shall fully coordinate all Services hereunder with the Contractor acting by and through the Metro Denver Economic Development Corporation. The Contractor's WIRED Executive Director (the “Director”) or the Director’s designated representative, is the Contractor's representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated.

5. TERM OF AGREEMENT: The term of this Agreement shall commence on **March 1, 2007 and terminate on June 30, 2008.**

6. COMPENSATION AND PAYMENT:

A. Program Budget. The Subcontractor agrees to accept as full compensation from the Contractor under this Agreement, for completion of the services to be provided under this Agreement, an amount not to exceed **XXX Dollars (\$xxx,xxx)** (the “Maximum Contract Amount”) to be paid by the Contractor in accordance with Exhibits B and C for the satisfactory performance of Subcontractor’s obligations under this Agreement.

B. Invoices. Funds will be disbursed upon receipt and approval of Subcontractor’s periodic invoices. Funds payable by the Contractor hereunder shall be distributed to the Subcontractor on a reimbursement basis only, for work performed and/or expenses incurred during the prior billing period. Invoices submitted for payment must be accompanied by adequate documentation of Services provided, including time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed and/or expenses incurred under this Agreement. Invoices must be received by the Contractor no later than the tenth (10th) day of the month subsequent to the month for which reimbursement is being sought. Invoices submitted for Services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Late-submitted invoices shall require showing of good cause. Any and all incorrect payments issued to the Subcontractor due to any omission, error, fraud, and/or defalcation shall be recovered from the Subcontractor by a deduction from subsequent payments under this Agreement or by the Contractor as a debt due to the Contractor or otherwise as provided by law.

C. Budget Modifications. The parties may modify Exhibit B or Exhibit C to increase or decrease the Services contained therein or the parties may modify Exhibit C to adjust upward or downward specific budget line items; provided, however, that no such modification(s)

shall result in or be binding on the Contractor if any proposed modification(s) individually or collectively results in an increase to the Maximum Contract Amount. The parties shall memorialize in writing any and all modifications to Exhibit B or Exhibit C by the Director's (or the Director's designee's) written approval of:

- 1) a change letter submitted by the Subcontractor explaining the proposed changes; and
- 2) a completely revised and restated Exhibit(s), including a revised Budget and Budget Narrative, reflecting the date upon which the new Exhibit(s) shall take effect.

Any modification(s) to Exhibit B or Exhibit C will not take effect unless and until it is approved in writing by both parties, approved as to form by the Contractor's attorney, and placed on file by the Contractor's Chief Operating Officer (COO). Any modification to Exhibit B or Exhibit C that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

D. Federal Funds Contingency. Payment obligations of the Contractor under this Agreement are contingent upon and subject to the continuing availability of federal funds for the purposes of the Program. In the event that federal funds, or any part thereof, are not awarded to the Contractor or are reduced or eliminated by the federal government or State Government, the Contractor may reduce the total amount of compensation to be paid to the Subcontractor by revising Exhibits B and C or it may terminate this Agreement. Moreover, the Subcontractor expressly agrees and covenants that the monies provided for and received under the terms of this Agreement are the only and sole funds received by the Subcontractor from or through the Contractor as payment for the Services provided under this Agreement. In the event the Subcontractor shall receive any other monies from or through the Contractor or any other party in order to provide the Services, then the compensation received hereunder may be reduced by such amount or amounts at the sole option of the Contractor. The Subcontractor shall promptly report in writing to the Contractor the amounts received immediately upon receipt thereof.

E. Maximum Contract Amount. Any other provision of this Agreement notwithstanding, in no event shall the Contractor be liable for payment for services rendered and expenses incurred by the Subcontractor under the terms of this Agreement for any amount in excess of the Maximum Contract Amount. The Subcontractor acknowledges that the Contractor is not obligated to execute an amendment to this Agreement for any further phase of work other than the work described herein, and that any work performed by Subcontractor beyond that specifically described is performed at Subcontractor's risk and without authorization under this Agreement. The Subcontractor understands and agrees that any and all payment obligations of the Contractor under this Agreement, including any extensions or renewals thereof, whether direct or contingent, shall extend only to funds received from the Federal Government, approved and appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement, and paid into the Contractor.

7. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, covenants and requirements of this Agreement by the Subcontractor, time is of the essence.

8. TAXES, LATE CHARGES, AND PERMITS: The Contractor shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein. The Subcontractor agrees to pay its taxes, bills, debts, and obligations and shall allow no lien, mortgage, judgment, or execution to be filed against Contractor's property including but not limited to land, facilities, improvements or equipment.

9. STATUS OF SUBCONTRACTOR: It is understood and agreed that the status of the Subcontractor shall be that of an independent contractor, retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1 E. (x) of the Charter of the City and it is not intended, nor shall it be construed, that the Subcontractor or any employee or other subcontractor is an employee, officer, or agent of the Contractor or the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

10. TERMINATION OF AGREEMENT:

A. Default by Subcontractor. The Contractor may terminate this Agreement, in whole or in part, whenever the Subcontractor shall default in the performance of its obligations under this Agreement (including in the term "default", any such failure by the Subcontractor to make progress, in the prosecution of the work hereunder as endangers such performance and, also including failure to comply with the federal, state or City laws, rules and regulations concerning Equal Employment Opportunity), and shall fail to cure such default within a period of ten (10) days (or such longer period as the Contractor may allow) after receipt from the Contractor of a notice specifying default.

B. Remedies. In the event that the Subcontractor does not correct an identified default within the specified timeframe, then the Contractor may impose any or all of the following remedial actions, in addition to any and all other remedial actions authorized by law:

1) Withhold any or all payments to the Subcontractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed during the authorized period to cure default;

2) Deny any and all requests for payment and/or demand reimbursement from Subcontractor of any and all payments previously made to Subcontractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Subcontractor, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the Contractor;

3) Suspend or terminate this Agreement, or any portion or portions thereof, upon thirty (30) calendar days prior written notice to Subcontractor;

4) Deny in whole or in part any application or proposal from Subcontractor for funding of the Program for a subsequent program year regardless of source of funds;

5) Reduce any application or proposal from Subcontractor for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

6) Refuse to award Subcontractor, in whole or in part, any and all additional funds for expanded or additional services under the Program;

7) Deny or modify any future awards, grants, or contracts of any nature by the Contractor regardless of funding source for Subcontractor; or

8) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Subcontractor shall cooperate with the Contractor in the transfer of the Services as reasonably designated by the Contractor.

C. Termination Due to Changes in Program. If any applicable Memorandum of Understanding executed by the City and the State of Colorado or any subsequent such Memorandum of Understanding is terminated for any reason, the Director may terminate this Agreement effective as of the date of termination of such Memorandum of Understanding.

D. Termination Due to Criminal Offenses. The Contractor may, by written Notice of Default to the Subcontractor, terminate the whole or any part of this Agreement in the event that the Subcontractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Subcontractor's business.

E. Termination for Convenience. The Contractor may otherwise terminate the Agreement without cause, for its convenience, upon thirty (30) days prior written notice to the Subcontractor.

F. Termination by the Subcontractor. The Subcontractor may terminate this Agreement by written notice to Contractor if the Contractor fails to pay any sum owing to the Subcontractor and has not corrected said nonpayment within thirty (30) days of receipt of Subcontractor's notice of late payment.

G. Payment Upon Termination. If the Subcontractor's services are terminated, it shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of such termination. If, after notice of termination of this Agreement for default under paragraph 10A above, it is determined for any reason that the Subcontractor was not in default, the notice of termination shall be deemed to have been issued under paragraph 10E above, and the rights and obligations of the parties hereto shall in such

event be governed accordingly. In no event will the Contractor be liable for any costs incurred by the Subcontractor after the effective date of termination. Such non-recoverable costs include, but are not limited to, actual termination costs and up-front expenditures, anticipated profits on this Agreement, post-termination employee salaries, overhead, bonding and insurance costs, contract administration and post-termination administrative expenses, or any other damages, costs or expenses associated with the Agreement or termination hereof which are not expressly authorized under this subparagraph 10G. Within thirty (30) days following the termination of this Agreement, the Subcontractor will submit a final invoice to the Contractor for the amount which represents the compensation actually due and owing to the Subcontractor for its performance prior to the effective date of termination of the Agreement and for which the Subcontractor has not previously been compensated. Upon approval and payment of this final invoice by the Contractor, the Contractor shall be under no further obligation to the Subcontractor for payment under this Agreement and all other claims shall be waived.

H. Transition of Work. In the event of termination of this Agreement by the Contractor for any reason, the Subcontractor will use best efforts to actively and in good faith cooperate and coordinate with, and assist, the Contractor and with any successor contractor or provider retained by the Contractor in transitioning the provision of the Services to an internal Contractor operation or to a successor contractor or provider, in the Contractor's sole discretion.

11. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by a party hereunder constitute or be construed to be a waiver of any breach of covenant or default which may then exist and the party's action or inaction when any such breach or default shall exist shall not impair or prejudice any of its rights or remedies available to it with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

12. EXAMINATION OF RECORDS:

A. The Subcontractor agrees that the Comptroller General of the United States of America or his or her authorized representative, any duly authorized representative of the State of Colorado, or any duly authorized representative of the City, including the City Auditor or his representative, or the Contractor, shall, until the expiration of five (5) years after the final payment made in the final Program year, have access to and the right to examine any directly pertinent books, documents, papers and records of the Subcontractor, involving transactions related to this Agreement. The Subcontractor will permit the Contractor, the City, the Federal Government, the State of Colorado or any authorized representative thereof, to examine and make copies of such records and to make audits of any and all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data and information relating to all matters covered by this Agreement or related to the implementation of this Agreement.

B. The Subcontractor acknowledges that it is subject to the provisions of certain United States government guidelines, including but not limited to those listed in this Article regarding auditing, and that generally accepted auditing standards require that standards

for financial and compliance audits are to be followed. Audit guidance is contained in: Government Auditing Standards, 1994 Revision, issued by the United States General Accounting Office; the Single Audit Act Amendments of 1996; OMB Circulars A-87, A-102, A-110, A-122, and A-133.

13. VENUE, GOVERNING LAW: Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of the American Competitiveness and Workforce Improvement Act of 1998, PL 105-277, Title IV, other applicable Federal Law (including OMB Circulars), Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted or promulgated pursuant thereto. Such Colorado and Federal Law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the District Court of the City and County of Denver, Colorado.

14. ASSIGNMENT AND SUBCONTRACTING: The Contractor is not obligated or liable under this Agreement to any party other than the Subcontractor named herein. The Subcontractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the Contractor, which consent or approval may be withheld in the absolute discretion of the Contractor; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the Contractor and such assignee or subcontractor, and the Subcontractor herein named shall remain fully responsible to the Contractor according to the terms of this Agreement.

Subcontractor may not subcontract any work under this Agreement unless the subcontractor has been retained by a written agreement that has been approved by the Contractor in advance. Subcontractor may, however, retain subcontractors to furnish goods or supplies under this Agreement without obtaining the Contractor's prior approval. Subcontractor shall submit a copy of any and all proposed contracts to retain subcontractors under this Agreement to the Director no later than thirty (30) calendar days prior to the commencement date of the proposed contract. The Subcontractor's written agreement with subcontractors shall state that said agreement is expressly subject to all terms and conditions of this Agreement and shall require subcontractors to agree to be bound by the terms of this Agreement. In the event of any subcontracting, the Subcontractor shall remain fully liable for the full performance of all Subcontractors' obligations under this Agreement. This Agreement is solely between the Contractor and the Subcontractor, and any and all rights and remedies of subcontractors, if any, shall be solely against Subcontractor. The Contractor's consent to any subcontracts shall not be construed as giving subcontractors any rights under this Agreement.

The Subcontractor's agreement with a subcontractor shall include a statement that the subcontractor expressly recognizes that the Contractor and the City are third-party beneficiaries of its agreement with the Subcontractor.

15. NO AUTHORITY TO BIND CONTRACTOR TO CONTRACTS: The Subcontractor has no authority to bind the Contractor on any contractual matters. Final approval of all contractual matters which obligate the Contractor must be by the Contractor.

16. INSURANCE: If the Subcontractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended, Subcontractor shall maintain insurance, by commercial policy or self-insurance, as necessary to meet Subcontractor’s liabilities under the Immunity Act. Proof of such insurance shall be provided upon request by the Contractor.

17. SUBCONTRACTOR’S RESPONSIBILITY: Without waiving its governmental immunity, the Subcontractor agrees to be responsible for its acts and omissions and the acts and omissions of its respective officers, agents, employees and subcontractors. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Subcontractor of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by the Subcontractor of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as a pledge of the full faith and credit of the State of Colorado, or as the assumption by the Subcontractor of a debt contract, or liability of the Contractor in violation of Article XI, Section 1 of the Constitution of Colorado.

18. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Confidential Information: The Subcontractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Subcontractor will or may have access to the following types of information: 1) City or Contractor Proprietary Data or confidential information that may be owned or controlled by the Contractor (“City Proprietary Data” or “Contractor Proprietary Data”); 2) confidential information pertaining to persons receiving services from the Agency (“Client Data”), or 3) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data, Contractor Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as “Confidential Information”. The Subcontractor agrees that all Confidential Information provided or otherwise disclosed by the Contractor to the Subcontractor or as otherwise acquired by the Subcontractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Subcontractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Subcontractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor or subcontractor would to protect its own proprietary or confidential data. Subcontractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The Contractor reserves the right to restrict at any time Subcontractor’s access to electronic Confidential Information to “read-only” access or “limited” access as such terms are designated by the Director.

1. Use of Confidential Information: Except as expressly provided by the terms of this Agreement, the Subcontractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Subcontractor further acknowledges that by providing access to Confidential Information, the Contractor is not granting to the Subcontractor any right or license to use such data except as provided in this Agreement. The Subcontractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Director.

2. Contractor Methods: The Subcontractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Subcontractor or provided by the Contractor in connection with this Agreement shall be deemed to be the sole property of the Contractor and all rights, including copyright, shall be reserved to the Contractor. The Subcontractor agrees, with respect to Confidential Information, that: (1) the Subcontractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (2) the Subcontractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Subcontractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the Contractor.

3. Employees and Subcontractors: The requirements of this provision shall be binding on the Subcontractor's employees, agents, officers and assigns. The Subcontractor warrants that all of its employees, agents, and officers who are designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of the Subcontractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

4. Disclaimer: Notwithstanding any other provision of this Agreement, the Contractor is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Subcontractor acknowledges and understands that Confidential Information may not be completely free of errors. The Contractor assumes no liability for any errors or omissions in any Confidential Information. Specifically, the Contractor is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Subcontractor agrees to contact the Contractor immediately.

B. Open Records: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2006), and that in the event of a request to either party for disclosure of such

information, the party receiving the request shall advise the other party of such request in order to give the other party the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the party receiving the request will tender all such material to the court for judicial determination of the issue of disclosure and the other party agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

19. INTELLECTUAL PROPERTY RIGHTS:

A. Copyrights. Unless otherwise prohibited by Federal Law, the Contractor and Subcontractor intend that all property rights to any and all records, case files, databases, materials, information, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, studies, reports, photographs, negatives, and any other work or recorded information created by the Subcontractor and paid for by the Contractor pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall be the sole and exclusive property of the Contractor. The Subcontractor shall disclose all such items to the Contractor upon completion, termination, or cancellation of this Agreement. The Subcontractor shall not use, willingly allow another to use, or cause such items to be used for any purpose other than for the performance of the Subcontractor's duties and obligations under this Contract without the prior, express written consent of the Contractor. To the extent permitted by the U.S. Copyright Act, 17 U.S.C. §101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the Contractor at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Subcontractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the Contractor, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

B. Patent Rights. If any improvement, or discovery of the Subcontractor, or any of its third party contractors, is conceived or first actually reduced to practice during the term or course of this Contract, and if Subcontractor determines such is patentable, then the Subcontractor shall immediately notify the Contractor in writing of such invention, improvement, or discovery and provide the Contractor with a complete written report on that invention, improvement or discovery. The rights and responsibilities of the Subcontractor, third party contractors of the Subcontractor, and the Contractor with respect to such invention, improvement, or discovery shall be determined in accordance with all applicable Federal Laws, regulations, policies or waivers thereof. The Subcontractor shall include the requirements of this paragraph in its third party contracts, if any, for the performance of work under this Agreement.

C. Patented Devices, Materials and Processes. If the Subcontractor employs any design, device, material or process covered by letter of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner except when the Subcontractor uses patented devices, materials or processes specified by the State, the City, and/or the Contractor.

D. Rights in Distribution of Data, Documents, and Materials. The United States Department of Labor, Employment and Training Administration (DOLETA) [and all sub contractors] shall have the right to use and distribute all materials developed with grant funds, such as, training models, curriculum, technical assistance products, etc. Materials developed with grant resources are in the public domain; therefore, DOLETA [and all subcontractors] have the right to use, reuse, modify, and distribute all grant-funded materials and products to any interested party, including broad distribution to the public workforce investment system via the internet or other means.

E. Retained Rights. To the extent permitted by and in accordance with any and all applicable federal, state, or local laws, and to the extent permitted by and in accordance with all applicable provisions contained in any federal, state, or City agreement providing WIRED grant funds to the Subcontractor, the Subcontractor retains the right to utilize the results of any sponsored program efforts for the academic purposes of research, teaching and publication.

20. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Subcontractor to: Metro Denver Economic Development Corporation
Attn: Mr. Tom Clark
Executive Vice President
1445 Market Street
Denver, Colorado 80202

And by the Contractor to: **Insert Subcontractor's Information**

21. NO THIRD PARTY BENEFICIARY: Except as otherwise set forth herein, it is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Contractor and the Subcontractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors, subconsultants, suppliers or program recipients. It is the express intention of the Contractor and the Subcontractor that any person other than the Contractor or the Subcontractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

23. SURVIVAL OF CERTAIN AGREEMENT PROVISIONS: The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Subcontractor's obligations for the provision of insurance, for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

24. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

25. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. No oral representation by any officer or employee of the Contractor at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect or bind the Contractor. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

26. LEGAL AUTHORITY:

A. The Subcontractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Subcontractor do hereby warrant and guarantee that he/she or they have been fully authorized by the Subcontractor to execute this Agreement on behalf of the Subcontractor and to validly and legally bind the Subcontractor to all the terms, performances and provisions herein set forth.

C. The Contractor shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Subcontractor or the person signing the Agreement to enter into this Agreement. The Contractor shall not be obligated to pay Subcontractor for any performance of the provisions of this Agreement after the Contractor has suspended or terminated this Agreement as provided in this Article.

27. COMPLIANCE WITH APPLICABLE LAWS: By its signature below, the Subcontractor assures and certifies that it will comply with all applicable Federal Laws, State Laws, and City Charter provisions, ordinances, codes, regulations, rules, executive orders, and policies as the same may be amended from time to time and whether or not specifically referenced herein (“Applicable Laws”). The Subcontractor understands that its performance under this Agreement is subject to any and all Applicable Laws. The references to specific federal, state, or City laws incorporated into this Agreement are not intended to constitute an exhaustive list of requirements applicable to this Agreement. Subcontractor shall ensure that any and all subcontractors also comply with Applicable Laws.

In particular, the Subcontractor shall perform the duties and satisfy the requirements of the following laws, regulations, and policies as may be amended from time to time:

A. The American Competitiveness and Workforce Improvement Act of 1998 (“ACWIA”), also known as Public Law 105-277, Title IV;

B. If applicable, the Workforce Investment Act of 1998, as amended, 29 U.S.C. §2801, et seq. (“WIA”), also known as Public Law 105-220;

C. Any and all applicable federal, state, or City rules and regulations including but not limited to 29 C.F.R. Part 97, 29 C.F.R. Part 95, 48 C.F.R. Part 31, 29 C.F.R. Part 96, 29 C.F.R. Part 99, 29 C.F.R. Part 93, 29 C.F.R. Part 37, 20 C.F.R. Part 667.200, et seq., WIA Administrative Regulations, 29 C.F.R. Part 2, 29 C.F.R. Part 30, 29 C.F.R. Part 32, 29 C.F.R. Part 33, 29 C.F.R. Part 35, and 29 C.F.R. Part 36;

D. The general terms and conditions contained in Exhibit A attached hereto. The terms and conditions contained in Exhibit A are general in scope and may contain requirements covering conditions that may not be encountered in the performance of services under this Agreement and which, for this reason, are not necessarily applicable thereto. Where any stipulation or requirement set forth therein applies to any such non-existing condition and is not applicable to the services under this Agreement, and the Contractor so determines in writing, such stipulation or requirement shall have no meaning relative to the performance of such.

E. All policies, procedures, information memoranda, program guidance, instructions or other written documentation issued by the Federal Government, State of Colorado, or the City and provided to the Subcontractor concerning the Program or the expenditure of Federal Funds;

F. All circulars of the U.S. Office of Management and Budget (“OMB”) including but not limited to: Non-Profit Organizations – OMB Circulars A-122 (Cost Principles) and 29 C.F.R. Part 95 (Administrative Requirements); Educational Institutions – OMB Circulars A-21 (Cost Principles) and 29 C.F.R. Part 95 (Administrative Requirements); and, State and Local Governments – OMB Circulars A-87 (Cost Principles) and 29 C.F.R. part 97 (Administrative Requirements).;

G. City and County of Denver Executive Order No. 94 concerning the use, possession or sale of alcohol or drugs. The Subcontractor, its officers, agents and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the Contractor barring the Subcontractor's personnel from Contractor's facilities or participating in Contractor operations;

H. City and County of Denver policy concerning nondiscrimination in employment. In connection with the performance of work under this Agreement, the Subcontractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Subcontractor further agrees to insert the foregoing provision in all subcontracts hereunder;

I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement;

1. This Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, as now existing or hereafter amended, (the "Certification Statute"). Compliance by the Subcontractor and its subcontractors with the Certification Statute, and the execution of the 'Certification', Exhibit D attached hereto and incorporated by reference, are both expressly made a contractual condition of this Agreement.

2. The Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Subcontractor shall not enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien or that fails to certify to the Subcontractor that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. The Subcontractor represents, warrants, and agrees that:

(a) It has verified or attempted to verify that it does not employ any illegal aliens.

(b) If it obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs with or contracts with an illegal alien, it will notify such subcontractor and the Contractor within three days, and terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(c) It shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

4. If the Subcontractor fails to comply with any provision of this Section 28.I, the Contractor may terminate this Agreement for breach and the Subcontractor shall be liable for actual and consequential damages to the Contractor.

J. Pass-Through of Contractor Obligations Pursuant to the Applicant Verification Statute.

1. This Agreement is subject to Article 76.5 of Title 24, Colorado Revised Statutes, and any rules adopted pursuant thereto, as now existing or as hereafter amended (together the "Applicant Verification Statute"). Compliance by the Subcontractor is expressly made a contractual condition of this Agreement.

2. The Subcontractor shall verify the lawful presence in the United States, of each natural person eighteen years of age or older (the "Applicant"), who applies for Federal, State or Local Public Benefits ("Benefits") conferred pursuant to the Agreement, as such Benefits are defined in the Applicant Verification Statute. The Subcontractor shall require the Applicant to produce one of the forms of identification listed in the Applicant Verification Statute, and execute an affidavit in the form attached hereto as **Exhibit** and incorporated by this reference. The Subcontractor shall maintain copies of each Applicant's identification documentation and affidavit, and shall make these copies available to the State, the City and the Contractor upon request.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions, have been prepared by a particular party.

29. CONFLICT OF INTEREST: The parties agree that no official, officer or employee of the City, the Contractor, or the Subcontractor shall have any personal or beneficial interest whatsoever in the services or property described herein and the Subcontractor further agrees not to hire or contract for services any official, officer, or employee of the City or the Contractor or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.8, 1.2.9 and 1.2.12.

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

(30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the Contractor.

30. PROCUREMENT:

A. Services and Supplies. Procurement of services and supplies will be made objectively and independently, free of conflict of interest. The Subcontractor shall spend grant funds in a way that serves the public interest and honors the public trust. Services under this section 31 means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this section 31 do not include professional services. "Supplies" means all tangible personal property other than Equipment as defined below. All procurement decisions for goods, services and supplies made by Subcontractor and its subcontractors shall be consistent with applicable federal, state, and City laws, statutes, executive orders and regulations. Upon request, the Subcontractor shall submit a copy of a list of supplies purchased under this Agreement to the Director upon the expiration of this Agreement or if this Agreement is terminated sooner, then such list shall be submitted to the Director within thirty days of the date of termination.

B. Equipment and Controlled Assets. "Equipment" means tangible personal property having a useful life of more than one year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit. "Controlled Assets" means tangible personal property having an acquisition cost of no less than Five Hundred Dollars (\$500.00) and no more than Four Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine Cents (\$4,999.99), and tangible personal property that falls into the following categories: computers, laptops, scanners, facsimile machines, copiers, printers, video cameras, digital cameras, and capital leases with a present value of no less than Two Thousand Five Hundred Dollars (\$2,500.00) and no more than Four Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine Cents (\$4,999.99). For WIRED, authorized equipment purchases are limited to equipment that is used for training purposes, not inventory acquisition or equipment needed for general business capitalization or expansion. The Subcontractor shall not dispose of any Equipment without the prior written approval of the Contractor. The preceding sentence does not preclude normal or routine use and consumption of goods and supplies purchased by Subcontractor or its subcontractors in the provision of the Services under this Agreement. Any purchase of Equipment under this Agreement shall be approved in advance in writing by the Contractor, the City and the State of Colorado. Upon request, the Subcontractor shall establish and submit to the Director an annual inventory list, in such format as designated by the Director, of all Equipment purchased under this Agreement. Subcontractor shall update said inventory list as necessary on a timely basis. The inventory shall specify the location of all Equipment purchased. The Subcontractor shall also cause its subcontractors, if directed by the Director in writing, to establish and maintain a similar list for all Equipment purchased with funds provided under this Agreement.

C. Real Property. Subcontractor shall not use funds provided under this Agreement to purchase or otherwise acquire title to real property without the prior written consent of the Contractor. Any proposed transaction to acquire title to real property shall be

made in conformance with applicable Federal Laws and any and all requirements as may be designated by the Contractor.

31. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Articles 1 through 33, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- A. General Terms and Conditions - Exhibit A;
- B. Work Statement - Exhibit B;
- C. Budget - Exhibit C;
- D. Certification under §8-17.5-102, C.R.S., Exhibit D; and
- E. Affidavit of Immigration Status, Exhibit E

In the event of an irreconcilable conflict between a provision contained in Articles 1 through 33, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Articles 1 through 33 (Agreement)
- Exhibit A (unless the Contractor specifically notifies the Subcontractor in writing that a provision of Exhibit A prevails over this Agreement)
- Exhibit D
- Exhibit E
- Exhibit B
- Exhibit C

32. INUREMENT: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

33. COUNTERPARTS OF THIS AGREEMENT: This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DENVER METRO CHAMBER OF
COMMERCE dba
METRO DENVER ECONOMIC
DEVELOPMENT CORPORATION,**

By: _____

Title

“CONTRACTOR”

SUBCONTRACTOR NAME

By: _____

Title

“SUBCONTRACTOR”

EXHIBIT A - GENERAL CONDITIONS

ARTICLE 1 PROGRAM ADMINISTRATION

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

101.1 The Subcontractor 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 Subcontractor records. These records shall also be maintained in accordance with requirements prescribed by the Contractor, City, State or federal Government with respect to all matters covered by the Agreement.

101.2 Except for disclosures to the Contractor as required in this Agreement and to the extent such disclosures are permitted by applicable law, the Subcontractor shall maintain the confidentiality of any and all confidential information acquired or maintained by the Subcontractor under this Agreement. The Subcontractor 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.

101.3 The Subcontractor shall obtain on behalf of the Contractor, the City, the State or the Federal government, any and 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 Contractor shall protect the confidentiality of Program Records received from the Subcontractor.

101.4 The Subcontractor authorizes the Contractor, City, State or Federal government or its designee, to perform audits and/or inspections of its records, at any reasonable time to assure compliance with the City, State or Federal government’s laws, regulations, rules, requirements and conditions governing this Agreement and to monitor and/or evaluate all activities of the Subcontractor 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 Contractor, City, State or Federal government. All such monitoring shall be performed in a manner that will not unduly interfere with the Subcontractor’s work under this Agreement. Any amounts improperly paid to the Subcontractor shall be immediately returned to the Contractor or may be recovered in accordance with other remedies.

SEC. 102. Reports and Information. At such times and in such forms as the Contractor, City, State or Federal government may require, the Subcontractor shall furnish to the Contractor, City, State or Federal government, such statements, records, reports, data and information, as the Contractor, City, State or Federal government 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 Agreement 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 Contractor under Federal Law is suspended or terminated.

SEC. 104. Accounting.

104.1 Records shall provide accurate, separate, and complete disclosure of fund status. Supportive documentation shall be provided for all disbursements. The Subcontractor will maintain auditable records - i.e., records must be current and traceable to the source documentation of unit transactions.

104.2 Disbursements shall be processed through the Contractor's accounting office and submitted by the Contractor to the City and County of Denver's Office of Economic Development, Financial Management Unit.

104.3 The Subcontractor shall maintain separate accountability for WIRED funds.

104.4 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.

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

104.6 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.

105.1 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 the Contractor in order to be paid.

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

b. 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 31).

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

105.3 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.

105.4 Forms provided by the Contractor shall be used in back-up documents whenever required in the Voucher Processing Policy.

SEC. 106. Personnel.

106.1. The Subcontractor may be asked to submit to Contractor its written agency personnel (including complaint and grievance procedures) and Equal Employment Opportunity

(EEO) policies as required in Denver's Office of Economic Development Policy Series and have such policies approved within thirty (30) days of the Agreement start date or the Agreement may be terminated.

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

SEC. 107. Contract Monitoring & Compliance With Applicable Audit Requirements.

107.1. The Subcontractor's performance may be reviewed monthly, or more often, by the Contractor which has program management responsibility.

107.2. All reports submitted by the Subcontractor shall be utilized as part of the determination of Agreement success.

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

107.4. The Subcontractor is subject to final program audit. The Subcontractor shall provide all appropriate records to the auditing personnel. The Audit Guide will be the basis of the performance of the audit. The Subcontractor agrees to abide by the administrative procedures of the Contractor regarding the resolution of audit exceptions.

107.5. The Subcontractor shall ensure that it, and its subrecipients(s), if any, comply with all provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and, revised OMB Circular A-133. If the Subcontractor expends \$500,000 or more of federal awards in the Subcontractor's fiscal year, then the Subcontractor shall submit an audit report, made in accordance with the Single Audit Act Amendments of 1996 (Public Law 104-156) and revised OMB Circular A-133, to the Contractor within the earlier of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited. The Subcontractor shall engage an audit committee that engages an independent auditor, determines the services to be performed, reviews the progress of the audit and the final audit findings, and intervenes in any disputes between management and the independent auditors. The Subcontractor shall also institute policy and procedures for its lower tier subrecipients that comply with these audit provisions.

SEC. 108. Advertisement and Public Notices. Subcontractors using radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other methods to attract participants or employers into a grant funded activity shall first notify the Contractor prior to release or publication of this information. In any event, all announcements, etc., must include the following statement: "This project is XX% funded by a Workforce Innovations in Regional Economic Development (WIRED) grant from the U.S. Department of Labor, Employment and Training Administration, working in partnership with the Colorado Department of Labor and Employment, the Metro Denver Economic Development Corporation, and the City and County of Denver's Office of Economic Development."

SEC. 109. Assurances. The Subcontractor, in operating programs funded under the WIRED 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; that no portion of its

program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief; that it will provide employment and training services to those most in need of them, including but not limited to low-income persons, individuals with disabilities, persons facing barriers to employment commonly experienced by, for example, older workers, and persons of limited-English speaking ability, the eligible disabled and veterans.

SEC. 110. Charging of Fees

110.1 Subcontractors may not charge participants a fee for the placement of that participant into any training or employment program funded through WIRED grant funding.

110.2 Subcontractors may not charge participants a fee for job referral or placement.

SEC. 111. Theft or embezzlement from employment and training funds; Improper Inducement, Obstruction of Investigations and other Criminal provisions.

111.1 Under the law, a contracting agency and any member of its staff is criminally libel if s/he:

- a. Knowingly hires an ineligible individual;
- b. Embezzles, willfully misapplies, steals or obtains by fraud any of the monies, funds, assets or property which are the subject of the Agreement;
- c. By threat of procuring dismissal of any person from employment, induces any persons to give up money or things of value;
- d. Willfully obstructs or impedes an investigation or inquiry.
- e. Directly or indirectly provides any employment, position, compensation, contract, appointment or other benefit, provided for or made possible in whole or in part by WIRED grant 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;
- f. 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 WIRED grant.

**ARTICLE 2
DISBURSEMENTS AND ACCOUNTING**

SEC. 201. Charges Against Project Account.

201.1. Payments under the Agreement shall be made on an actual cost basis for services that are performed and fully documented as having been performed.

201.2. The Contractor 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 Agreement upon written request by the Subcontractor to the Contractor and written approval thereof by the Contractor.

201.3. At any time or times prior to final payment under this Agreement, the Contractor 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

Contractor 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.

201.4. After the Contractor has accepted the services actually performed under the Agreement, it may require the Subcontractor to prepare a summary of services and the value thereof, together with such other records, reports and data as the Contractor 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 Contractor to the Subcontractor shall be made subject to correction in accordance with the audit findings of the Contractor, the City, State or the Federal government of the Subcontractor's books and records relating to its costs and contributed services for the preparation or completion of the services and work under the Agreement, and the Subcontractor shall promptly repay the Contractor the amount that such payments exceed the total amount payable to the Subcontractor in accordance with the provisions of the Agreement 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 Subcontractor under the Agreement; and second, all damages, ineligible costs under the Agreement, and other charges properly chargeable to the Subcontractor and the balance, if any, shall be paid to the Subcontractor; PROVIDED, HOWEVER, that prior to the payment to the Subcontractor of the final payment, the Subcontractor shall first furnish the Contractor 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.

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

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

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

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

SEC. 202. Method of Payment and Disbursements.

202.1. On a regular basis in the due course of conducting its business during the term of this Agreement, based upon certain reports and records required by the Contractor of the Agreement, the Contractor will approve the dollar value of services under the Agreement completed by the Subcontractor during the preceding performance period. After approval by the

Contractor, these reports and records will serve as a basis for a partial payment by the Contractor to the Subcontractor. The Contractor may withhold the final ten percent (10%) of the money made available under the Agreement pending the making of final settlement and final payment as set forth herein.

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

SEC. 203. Accounting Controls.

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

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

203.3. Designation of Depository. The Subcontractor shall designate to the Contractor a commercial bank which is a member of the Federal Deposit Insurance Corporation, acceptable to the Contractor, to be the depository for the receipt of funds under the terms of the Agreement. After the Contractor 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.

301.1. The Subcontractor 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 Contractor.

301.2. All of the services required hereunder of the Subcontractor will be performed by the Subcontractor 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 Subcontractor 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 Subcontractor 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 Agreement. Any and all refunds claimed and received by the Contractor shall not affect any bid price or contract price under the Agreement.

SEC. 303. Extension of Time. The Subcontractor 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 PERSONAL PROPERTY

SEC. 401. Purchases and City Property.

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

401.2. Title to all non-expendable personal property furnished by the City, if any, shall remain in the City. The City will concede title of equipment to the Contractor or Subcontractor, as appropriate, for single purchases under Five Thousand Dollars (\$5,000.00), as long as the equipment is being used for the performance of the work under this Agreement and continues for the same or similar use after the Agreement ends. 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.

401.3. The Subcontractor 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 Subcontractor shall maintain and administer in accordance with sound business practice, create and maintain property records, physical inventory and control systems as directed by the City and the Contractor, and 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 Agreement. The Subcontractor 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.

401.4. The City Property shall be used only for the performance of this Agreement and its use by the Subcontractor is understood and agreed to be part of the consideration for which services are provided.

401.5. The Subcontractor 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 Subcontractor shall be responsible for any loss or damage (including expenses incidental thereto):

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

b. Which results from a failure on the part of the Subcontractor, 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;

c. For which the Subcontractor is otherwise responsible under the express terms of the Agreement;

d. Which results from a risk required to be insured under the Agreement; or

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

The Subcontractor 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 Subcontractor to carry such insurance under any provisions of the Agreement.

401.6. If the Subcontractor transfers City Property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Subcontractor for loss or destruction of or damage to the property as set forth in Paragraph (F) hereof. However, the Subcontractor 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 Subcontractor 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 Agreement.

401.7. In the event the Subcontractor 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 Agreement or shall otherwise reimburse the City, as directed by the City. The Subcontractor 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 Subcontractor 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.

401.8. Upon the completion of the Agreement, or at such earlier date as may be fixed by the City, the Subcontractor 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 Agreement or shall be paid in such manner as the City may direct

401.9. Unless otherwise provided herein, the City:

a. May abandon any City Property in place, and thereupon all obligations of the City regarding such abandoned property shall cease; and

b. Shall not be under any duty or obligation to restore or rehabilitate, or to pay the costs of the restoration or rehabilitation of, the Subcontractor's plant or offices or any portion thereof which is affected by the abandonment or removal of any City Property.

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

ARTICLE 5 FIDELITY BOND

SEC. 501. Fidelity Bonding Assurance. Prior to the initial disbursement of funds to the Subcontractor, the Contractor may request that fidelity bonding be obtained from the surety of the Subcontractor 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 Contractor employees and consistent with sound fiscal practice. If the bond of any employee of the Subcontractor is cancelled or coverage is substantially reduced, the Subcontractor shall notify the Contractor and shall not disburse any funds thereafter until the Contractor receives and acknowledges assurance from the Subcontractor that adequate insurance coverage has been obtained.

ARTICLE 6 REQUIRED CONTRACT CLAUSES FOR ETA GRANTS

SEC. 601. Executive Order 11246. The Subcontractor must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 DFR chapter 60).

SEC. 602. 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. 603. Contract Work Hours and Safety Standards Act. The Subcontractor 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. 604. Clean Air Act. Notwithstanding any other provision, the Subcontractor 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. 605. Energy Policy and Conservation Act. The Subcontractor 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.606. Lobbying Certification.

606.1. 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.

606.2. Subcontractor 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.

606.3. Subcontractor assures that in accordance with Section 18 of the Lobbying Disclosure Act of 1995, Public Law 104-65 (2 U.S.C. 1611), non-profit entities incorporated under Internal Revenue Code Section 501(c)(4) that engage in lobbying activities will not be eligible for the receipt of Federal funds and grants.

SEC. 607. 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 Subcontractor 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 Subcontractor 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 Subcontractor is unable to certify to any of the statements in the certification contained in this Article 6, the Subcontractor shall provide a written explanation to the Contractor within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Subcontractor is unable to certify to any of the statements in the certification contained in this Article 6, the Contractor may pursue any and all available remedies available to the Contractor, including but not limited to terminating this Agreement immediately, upon written notice to the Subcontractor.

SEC. 608. Nepotism.

608.1. No subrecipient 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 WIRED, if a member of that person's immediate family is engaged in an administrative capacity for the recipient or program agent from which the subrecipient 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.

608.2. 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 WIRED, 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 on-the-job training participants.

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

SEC. 609. 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 Subcontractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the Contractor hereunder will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections.

609.1. No program under WIRED may involve political activities.

609.2. No participant may engage in partisan or non-partisan political activities during work hours.

609.3. 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.

609.4. No participant may be employed or out-stationed in the immediate office of any chief elected executive official (such as the Mayor).

609.5. 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).

609.6. Subcontractor staff and participants must comply with the provisions of the Hatch Act.

609.7. A Subcontractor may not select or promote a participant based on that individual's political affiliation or belief.

609.8. A Subcontractor 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.

SEC. 610. Priority of Service for Veterans. Subcontractor will comply with the Denver Office of Economic Development’s policy and procedure for addressing veterans’ priority of service in compliance with Public Law 107-288, section 2(a) of the Act 38 U.S.C. 4215(a), which creates a priority of service for veterans (and some spouses) “who otherwise meet the eligibility requirements for participation” in Department of Labor (DOL) training programs.

EXHIBIT B - WORK STATEMENT

Insert Subcontractor Name

Workforce Innovation in Regional Economic Development (WIRED) Initiative

1.0 SCOPE

Insert Subcontractor Name, (the “Subcontractor”) shall provide identified services as listed in Sections 1.1 and 1.2.

1.1 Objective

The Subcontractor and its partners will

1.2 Services

The Subcontractor will use these funds to:

2.0 KEY DELIVERABLES

A description of deliverables and the timeframe for them to be accomplished is contained in the Quarterly Activity Projection chart below.

Measurable Outcomes Chart

Activity	Year 1				Year 2		Performance Outcome Goals
	1	2	3	4	1	2	

3.0 METRICS

The program activities included in this section require tracking according to one of the following performance outcome measures: Process Measure, Youth Common Measure, or Adult Common Measure. Process Measures and Youth Common Measures require quarterly reporting for inclusion in the Quarterly Progress Report to the Contractor (see 4.1 below). Adult Common Measures require tracking through Job Link.

3.1 Process Measures:

3.2 Youth Common Measures:

3.3. Adult Common Measures

3.4 Modification to Planned Program Outcomes and Program Metrics:

The Quarterly Activity Report (QAP) will be routinely reviewed by WIRED Staff for satisfactory progress by the Subcontractor. If it becomes necessary to modify the stated program outcomes and program metrics, a written request for modifications may be made on a quarterly basis to the WIRED Executive Director. Satisfactory justification for these changes must be provided by the Subcontractor to the Executive Director for program changes to be allowed and express approval must be given before changes may occur.

4.0 REPORT

4.1 Within **fifteen (15) days** after the end of each calendar quarter, the Subcontractor shall submit a Quarterly Progress Report to the Contractor. The first report is due **Date** and will cover client progress from the beginning of grant activities to **Date**. Each Quarterly Progress Report shall include updates on and details of events, accomplishments, issues, challenges and outcomes. A format for the Quarterly Report will be provided by the Contractor to the Subcontractor. The Quarterly Progress Reports shall provide a detailed account of activities undertaken during the completed quarter and shall include at a minimum the following from U.S. Department of Labor and the Colorado Department of Labor and Employment guidelines, as may be amended:

- 4.1.1 Summary of general grant activities and successes and in-depth information on accomplishments including client and partner success stories, and upcoming grant activities;
- 4.1.2 Update on strategic partnership building activities, at all sites;
- 4.1.3 Update on leveraged or matched resources in support of WIRED

activities;

- 4.1.4 Promising innovation approaches and processes, lessons learned and success stories;
 - 4.1.5 Photographs and testimonials from program participants, together with media release forms permitting publication of photos and testimonials.
 - 4.1.6 Challenges, barriers, or concerns regarding project progress, including any failures in implementation of required scope of services, and any canceled subcontracts due to failures of subcontractors to perform adequately;
 - 4.1.7 Lessons learned in the areas of project administration and management, project implementation, partnership relationships, and other related areas;
 - 4.1.8 A chart showing completed deliverables;
 - 4.1.9 Progress toward performance outcomes, including updates on product, curricula, and training development;
 - 4.1.10 A financial status and updated budget plan for the project, identifying expenditures for the quarter reported on, and showing cumulative, planned versus actual expenditures.
- 4.2 A Final Report must be submitted to the Contractor for review and compilation and forwarding to the City by **Date**. This report must identify any challenges or recommendations for modifications or enhancements to the project, and any other data and statistics reasonably requested by the Contractor, City, State or federal government. The Contractor shall provide the format for the report, based upon state and federal requirements.

5.0 SUBCONTRACTOR PARTICIPATION

5.1 The Subcontractor shall actively participate in forums, meetings, and planning sessions to further the achievement of the goals and objectives of the project, as requested by the Contractor.

5.2 The Subcontractor shall participate in any staff training sessions in programmatic and financial areas as requested by the Contractor.

6.0 ADMINISTRATIVE REQUIREMENTS

6.1 Compensation and Methods of Payment

6.1.1 The method of payment to the Subcontractor by the Contractor shall be in accordance with established Contractor procedures for line-item reimbursement. The Subcontractor must submit expenses and accruals to the Contractor on or before the tenth (10th) for the previous month's activity.

6.1.2 The Subcontractor shall be reimbursed or paid for services provided under this Agreement according to the approved line-item reimbursement budget, attached to and made a part of this Agreement. If the Subcontractor fails to realize the promised match, the amount of the contract may be reduced during contract closeout.

6.1.3 The Subcontractor shall submit the final invoice for reimbursement within thirty (30) days after the end of the contract.

6.1.4 The Subcontractor shall submit invoice requests for reimbursement of costs on a regular and timely basis. Invoices shall be submitted within twenty (20) days of the actual service, expenditure or payment of expense after execution of the contract.

6.2 Agreement Renewal

This Agreement may be renewed or extended in part or in full, depending upon such factors as funding availability, the need or demand for Subcontractor provided services, Subcontractor's satisfactory demonstrated performance as defined in section 1.2 of this agreement, Subcontractor compliance with reporting requirements, Subcontractor willingness and capability, and mutual agreement between the Subcontractor and the Contractor.

6.3 Close-Out

The Contractor shall prepare and submit the required contract close-out reports within sixty (60) days of the expiration date of this contract. The close-out package will be sent to the Contractor prior to the end of the contract. The Contractor reserves the right to automatically close out the contract after sixty (60) days, if there are no disallowed costs pending. Once the contract close-out is completed, no further reimbursements will be allowed. Prior to reimbursement for the last invoice, Contractor will review participant files in accordance with Contractor Close-out Policy.

EXHIBIT C – BUDGET NARRATIVE

Insert Subcontractor Name

Workforce Innovation in Regional Economic Development (WIRED) Initiative

1. **BACKGROUND.** The Denver Metro Chamber of Commerce, doing business as the Metro Denver WIRED Initiative (WIRED), is a public-private not-for-profit economic development organization. WIRED is designed to provide support to the growth industry clusters of the nine-county metro Denver WIRED region and to build a pipeline of workers for high-demand occupations. Insert: Short description of Subcontractor's organization and name of funded project. Subcontractor received \$000,000 in grant funding.

2. **BUDGET NARRATIVE.** Subcontractor proposes a total #-month budget of \$000,000, of which \$000,000 are grant funds and \$000,000 are matching funds. Subcontractor will be responsible for implementing the programmatic aspects of the Program Name program. The Subcontractor's WIRED Innovation Grant period is from Date, through Date, based upon federal, state and local operating budgets. Subcontractor and its partners will insert brief description of funded project.

3. PROGRAM ADMINISTRATION AND OPERATIONS.

Provide a brief description of projected expenditures for each line item in the budget summary form which follows, and specify the amount that will be funded with WIRED Innovation Grant funds.

4. **BUDGET MODIFICATIONS.** The grantee may modify Exhibit C by transferring between specific non-personal services budget line items up to ten percent of the total budget for non-personal services without prior approval. Personal service budget line items and non-personal services over ten percent of the operating budget may not be modified without prior written approval of the WIRED Executive Director. No modifications shall result in an increase to the Maximum Contract Amount.

The approved application and any approved modifications are incorporated into this agreement.

EXHIBIT C - BUDGET SUMMARY

Insert Subcontractor Name

Workforce Innovation for Regional Economic Development (WIRED) Initiative

Lead Organization _____
 Project Dates - FROM: _____ TO: _____

Project Name _____

Detailed Item of Expenditure	Grant Funds	Match	Total
Administration			
Salaries			
Fringe Benefits			
Consumable Supplies			
Communication			
Audit			
Insurance			
Professional Services			
Travel / Staff			
Equipment Rental			
Facilities			
Other (Specify):			
Total Administration			
Salaries			
Fringe Benefits			
Consumable Supplies			
Communication			
Insurance			
Professional Services			
Travel / Staff			
Travel / Client			
Equipment Rental			
Facilities			
Education Materials			
Indirect Cost			
Total Program Operation			
Total Budget			

EXHIBIT D
CERTIFICATION UNDER §8-17.5-102, C.R.S.

The Subcontractor, in compliance with §8-17.5-102, C.R.S., certifies that at the time of the execution of this Certification:

1. The Subcontractor does not knowingly employ or contract with an illegal alien.
2. The Subcontractor has participated or attempted to participate in the Basic Pilot Employment Verification Program in order to verify that it does not employ any illegal aliens.

SUBCONTRACTOR:

By: _____
Signature

[Printed] Name of Person Signing

[Printed] Title

EXHIBIT E

Colorado Department of Labor and Employment Workforce Development Programs

AFFIDAVIT OF IMMIGRATION STATUS

Social Security Number:

Print Your Name:

Are you a United States (U.S.) citizen? <input type="checkbox"/> Yes If No, verify or provide your alien permit number.	Alien Permit Number _____
If you are not a U.S. citizen, are you in satisfactory immigration status? <input type="checkbox"/> Yes <input type="checkbox"/> No	
In accordance with the Colorado Revised Statutes 24-76.5, you must possess one of the following forms of identification (ID). Check the appropriate box and provide the ID number. If you do not possess one of the forms of ID listed and do not provide the requested information, your benefits may be denied. If you do not possess one of the listed forms of ID, check " Other ," specify another type of ID, and provide the ID number.	
<input type="checkbox"/> Colorado Driver's License ID Number _____	<input type="checkbox"/> Colorado Identification Card ID Number _____
<input type="checkbox"/> U.S. Military Card ID Number _____	<input type="checkbox"/> Military Dependent Identification Card ID Number _____
<input type="checkbox"/> U.S. Coast Guard Merchant Mariner Card ID Number _____	<input type="checkbox"/> Native American Tribal Document ID Number _____
<input type="checkbox"/> Other Type _____ ID Number _____	

Affirmation

I affirm under penalty of perjury that the above information is true to the best of my knowledge. I understand that my lawful presence in the U.S. will be verified before workforce program services can be provided. I affirm that I am a U.S. citizen, legal permanent resident, or am otherwise lawfully present in the U.S. I understand that there are severe penalties for providing false statements and willfully misrepresenting information in order to obtain or increase workforce program services. I authorize the release of all information to determine my eligibility for workforce program services. I understand this may include release of information from former employers, verification with the U.S. Bureau of Citizenship and Immigration Services, and sharing of information with other public agencies in the performance of their public duties in accordance with the Colorado Employment Security Act 8-72-107.	
Signature	Date

(PGL Attachment 1 - 08/06)