



STATE OF COLORADO

Department of Agriculture

ORDER				*****IMPORTANT*****			
Number:	POGG1,BMAA,202400003534			The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.			
Date:	5/2/24			BILL TO			
Description:	City of Fort Collins (Gardens on Spring Creek)_2024 AWDP			ACCOUNTS PAYABLE AGRICULTURE 305 Interlocken Parkway Broomfield, CO 80021			
Effective Date:	05/13/24			SHIP TO			
Expiration Date:	08/04/24			MARKETS DIVISION 305 Interlocken Parkway Broomfield, CO 80021			
BUYER				SHIPPING INSTRUCTIONS			
Buyer:				Delivery/Install Date:			
Email:				FOB:			
VENDOR							
CITY OF FORT COLLINS Finance Department PO BOX 580 FORT COLLINS, CO 80522-0580							
Contact:	Hannah Krikorian						
Phone:	970-416-2482						
VENDOR INSTRUCTIONS							
EXTENDED DESCRIPTION							
Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this Small Dollar Grant Award that conflicts with Colorado law C.R.S. 24-106-109 are null and void.							
This Small Dollar Grant Award is subject to the State of Colorado Small Dollar Grant Award (SDGA) Terms and Conditions which can be found at https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions . By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.							
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.	
1	G1000		0	0.00	\$4,200.00	<input type="checkbox"/>	
Description: Grant Commodity							
Service From: 05/13/24				Service To: 08/04/24			
TERMS AND CONDITIONS							



STATE OF COLORADO
Department of Agriculture

<https://www.colorado.gov/osc/purchase-order-terms-conditions>

DOCUMENT TOTAL = \$4,200.00

STATEMENT OF WORK

Agricultural Workforce Development Grant Program

I. Project Description / Objectives:

The Colorado Department of Agriculture ('CDA' or 'State') will provide Grantee funding assistance for paid internship(s) in accordance with SB18-042. Grantee shall provide paid internship training to qualified intern(s) in accordance with the Agricultural Workforce Development Grant Program (AWDP) requirements as stated in this Statement of Work. CDA will reimburse Grantee up to 50% of the allowable reimbursable expenses of hiring an intern not to exceed \$5,000.00 per business, per intern. Up to 3 interns are allowed per business, per year.

The objective of this program is to address the shortage of skilled agricultural workers in Colorado by providing training and support through a quality internship opportunity to individuals meeting the criteria who are interested in pursuing a career in agriculture.

II. Definitions:

CDA, Department, or State	Colorado Department of Agriculture
AWDP	Agricultural Workforce Development Grant Program
Grantee	The entity receiving the grant funds
CDA PM	Colorado Department of Agriculture Project Manager

III. Program Training Requirements

- a. Grantee shall provide:
 - i. training for job duties applicable to the intern's occupational area or skilled trade;
 - ii. at least 130 hours of work experience, up to one year;
 - iii. all equipment and supplies necessary to perform the job duties;
 - iv. industry endorsed license, registration, or certification if applicable to the occupational area or skilled trade;
 - v. supervision for the intern;
 - vi. a work schedule that complies with all applicable labor laws;
 - vii. communication for any performance and or attendance issues to the intern; and
 - viii. maintained time and attendance records, payroll, performance and other accurate records related to the internship.
- b. Program Internship Requirements
 - i. Grantee agrees that:
 - A. Intern must not replace a paid, regular full- or part-time employee.
 - B. Intern must not be related to Grantee owners or operators.
 - C. Intern selected did not have a conflict of interest to Grantee owners and operators.
- c. Program Evaluation
 - i. Grantee must have:
 - A. Participated in Program evaluation requirements such as surveys, assessments, performance summaries, reports or other activities as deemed

necessary by CDA during the Program.

IV. Performance Activities, Standards and Requirements:

- a. **Any dates and deadlines except from the Effective Date of the SOW may be adjusted by mutual written agreement of the Grantee and the State. Exclusively for the purposes of modifying deadlines in this SOW, email shall suffice as sufficient written documentation. Extending the SOW or encumbrance requires a formal modification to the State's encumbrance document.**
- b. The Grantee shall utilize awarded funds to support the specific circumstances identified in the Grantee's grant application.
- c. Grantee shall perform the following activities as described in the **Schedule of Activities** table in Exhibit A.
- d. The CDA Program Manager, or representative, will inspect the final Project for completeness.
- e. The Grantee shall expend all awarded funds to support their Ag Workforce Development Program project no later than the Project Completion Date and agree to provide proof of expenditure at the request of the Department.
- f. All reports and submissions by the Grantee shall be made electronically to the CDA Program Manager via email.
- g. Progress Reports (Mid-Internship and Final Internship Google Form Surveys) during the Period of Performance prior to the Project Completion Date shall include the following:
 - i. Activities for the period,
 - ii. Obstacles encountered to date and possible solutions,
 - iii. Budget update, including match and any supporting narrative.
 - iv. Success stories, of which elements may include:
 - A. Narrative of how the funds were used, what positive impacts were realized, etc.
 - B. Number of jobs that were created or preserved.
 - C. Financial impacts such as increases in sales, income, and/or profit.
 - D. Other outcomes indicated in the grant applications.
 - E. Photos upon request. CDA may use all submitted photos, testimonials and/or quotes in media releases, social media posts, web updates, or similar without further approval or compensation.

V. Invoicing:

- a. Reimbursement must be submitted via a signed invoice. Scan the completed and signed invoice and supporting documentation into an electronic document. Signature via adobe is also acceptable. Email the invoice and supporting documentation to the CDA Program Manager.
- b. Grantee must submit invoices with accompanying back-up documentation to CDA Program Manager via email.
- c. Reimbursable expenses for this Project are limited to the costs of each item listed in the Budget Table. No other expenses will be reimbursed unless approved in writing by the CDA Program Manager in advance.
- d. The State of Colorado is exempt from paying sales and use taxes. Taxes for this grant will not be reimbursed. Grantee is responsible for any applicable taxes. The State's certificate of tax exemption can be provided upon request.

VI. CDA Project Manager:

All communications, forms and supporting documentations shall be sent via email to the CDA Program Manager:

Joanne Hernandez
Markets Division
Colorado Department of Agriculture
305 Interlocken Parkway
Broomfield, Colorado 80021
720-347-8095
Joanne.hernandez@state.co.us

VII. Acceptance

Please review the [State of Colorado Small Dollar Grant Award Terms and Conditions](#) as they are requirements of this Grant to which you as the Grantee agree to by accepting the Grant Funds.

If your grant is funded by Federal Funds, “Exhibit C” also applies. Please review “Exhibit C” as they are requirements of this Grant to which you as the Grantee agree to by accepting the Grant Funds.

EXHIBIT A, GRANTEE PROJECT SCOPE

I. Grantee Information:

- a. Grantee Name: **City of Fort Collins, Gardens on Spring Creek: a botanical garden.**
- b. Grantee Contact: **Hannah Krikorian; 970-416-2482; hkrikorian@fcgov.com**
- c. Internship Description: **Garden Internship, assisting with gardening tasks, customer service, assisting with education and outreach, record keeping and leading volunteer groups.**

II. Personnel:

The State relied, in part, in the awarding of this grant upon the qualifications of the Grantee's Key Personnel.

a. Key Personnel List

The State considers the following positions, and the assigned Grantee Personnel, to be Key Personnel:

i. Grantee Personnel:

- 1. Hannah Krikorian, primary point of contact**
- 2. Mary Miller, intern supervisor, outreach coordinator and horticulturist**

b. Replacement:

Grantee shall immediately notify the State via email if any Key Personnel ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its Key Personnel, it shall notify the State and seek its approval via email. Such approval is at the State's sole discretion, as the State issued this Grant in part reliance on Grantee's representations regarding Key Personnel. Such notice shall be in writing (via email) and specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime Key Personnel ceases to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as their replacements are approved. The State shall not compensate the Grantee at a higher rate for Replacement Key Personnel.

c. **Any changes in Personnel may be adjusted by mutual written agreement of the Grantee and the State. Exclusively for the purposes of modifying Personnel in this SOW, email shall suffice as sufficient written documentation.**

III. Project Focus: Quality internship opportunity supporting the Next Generation of Colorado Agriculturalists, with an education focus preparing interns for a career in one or more occupational areas including, but not limited to, agribusiness, animal husbandry, , crop productions, farm management, agronomy, natural resources, forestry, research and development, marketing and sales, food safety, and/or maintenance and repair of machinery and equipment.

IV. Period of Performance:

- a. **Effective Date:** Effective upon issuance of an encumbrance document.
- b. **Project Completion Date:** Project must be fully implemented, no later than **8/4/24**.
 - i. The Grantee shall expend all awarded funds to support the cost of employing their intern(s) no later than six-months after the effective date of the grant encumbrance document and agree to provide proof of expenditure at the request of the Department.

V. Schedule of Activities:

a. Grantee shall perform the following as described in the Schedule of Activities table below:

Survey Schedule			
Activity	Due Date	Deliverables	
		Grantee	Intern
Mid-Internship Surveys	7/19/2024	Mid-Internship Survey	Mid-Internship Survey
Final Internship Surveys	8/9/2024	Final Internship Survey	Final Internship Survey
Invoice Schedule			
Activity	Due Date	Deliverables	
1st Invoice	7/26/2024	Invoice with supporting documentation	
2nd Invoice	8/16/2024 (Final)	Invoice with supporting documentation, Exhibit B completed	

VI. Budget:

- a. This Grant contains Federal funds.
- b. The Grantee shall manage the Grant project and funds.
- c. The Grantee shall only expend funds as identified in their application and indicated in the Budget Table.
- d. The grant is reimbursement only. Please fill out and include Exhibit B with your final request for reimbursement.
- e. Reimbursement for this Project is Not-to-Exceed the Total Maximum Amount shown in the Budget Table.

VIII. Budget and Cost-Match Agreement:

- a. CDA will reimburse Grantee up to 50% of the allowable reimbursable expenses of hiring an intern not to exceed \$5,000.00 per business, per intern. Up to 3 interns are allowed per business, per year.
 - i. Allowable expenses include Intern wages, Worker's Compensation, tuition reimbursement related to the intern receiving academic credit for the internship, safety trainings, protective gear/uniforms, mileage reimbursement, and overhead not to exceed 10% of total cost of internship.
 - ii. At least seventy-five (75) percent of the total reimbursement amount shall be paid to the intern.
- b. If early termination results from either the intern is hired by the Grantee, or the intern finds employment in a like industry, and the internship with Grantee is less than 50% completed, CDA will reimburse the Grantee for all the completed internship hours and expenses on a prorated basis according to the application budget.

Budget Table	
Description	Amount
Wages	\$3,150
Supplies	\$630
Administrative costs related to onboarding and training intern, capped at 10%	\$420
Total Maximum Amount	\$4,200.00

EXHIBIT B, INTERNSHIP INFORMATION FORM

Grantee shall supply the entire cost of internship(s) using the form below to receive reimbursement. The form must be submitted to the CDA Project Manager (PM). All questions and concerns shall be directed to the CDA PM.

INTERNSHIP INFORMATION FORM		
Intern Name	Hours Per Week	Completion Date
Hours to Complete Internship	Hourly Rate	Total Intern Wages Requested

Budget Summary (Total Cost of Internship - Including Cost-Match)	
Item Description	Amount
Total Intern Wages Requested	
Other Costs	
Subtotal	
Overhead (Max. 10% of subtotal)	
Total Cost of Internship	
Total Reimbursement Amount	
Return to CDA: cda_awd@state.co.us	

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
 - 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

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

- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

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

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

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

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

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

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

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

15. EVENT OF DEFAULT AND TERMINATION.

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

