

FEDERAL PROVISIONS

Federal Awarding Agency: U.S. Treasury

Pass-Through Entity: Colorado Judicial Department

Assistance Listing Number: 21.027

FAIN: SLFRP0126

- 1. Applicability of Provisions.** The Colorado Judicial Department (“Department”) received SLFRF Award funds originating from the American Rescue Plan Act of 2021 (“ARPA”), Pub.L. 117-2, and appropriated by the Colorado General Assembly to the Department pursuant to HB22-1176. The Contract or Purchase Order form and terms and conditions (“Agreement”) to which these Federal Provisions are attached has been funded, in whole or in part, with federal SLFRF Award funds. “Contractor” shall be defined as the entity or individual performing services or delivering goods under the Agreement. In the event of a conflict between the provisions of these Federal Provisions, Special Provisions (if any), the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control. The following is a non-exclusive list of Federal Provisions that are applicable to Contractor’s work under the Agreement and Contractor’s receipt of compensation that may originate in whole or in part from the Department’s receipt of SLFRF Award funds. The omission from this Federal Provisions attachment of an otherwise applicable Federal Regulation, statute, or law does not absolve Contractor from any existing legal obligation.
- 2. SLFRF Final Invoice.** Department may utilize SLFRF Award funds to pay invoices for work completed by the Contractor pursuant to the Agreement if the Department receives a complete and correct invoice by August 31, 2026, unless otherwise notified by the Department. After July 31, 2026, Department will use a different funding source for any continuing services under the Agreement. Compensation for any work Contractor performs under the Agreement after July 31, 2026, is subject to the new funding source.
- 3. Compliance.** Contractor shall comply with all the Federal Provisions contained herein. 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 may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions. Contractor shall include all of the following applicable provisions in all subcontracts entered into under the Agreement.
- 4. Unique Entity Identifier.** Contractors are required to obtain a federal Unique Entity ID (UEI) at SAM.gov and, if required, complete an entity registration.
- 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 2 C.F.R. Part 25, Universal Identifier and System for Award Management (“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 contain 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.
- 6. Social Security Act.** Contractor understands and agrees that the funds disbursed under the Agreement may only be used in compliance with section 602(c) of the Social Security Act (the “Act”) and Treasury’s regulations implementing that section and guidance. Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section

602(f) of the Act, and guidance issued by Treasury regarding the foregoing.

7. **Equal Employment Opportunity.** [Applicable to federally assisted construction Agreements.] Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” 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 Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
8. **Title VI of the Civil Rights Act.** Contractor, subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of the Agreement. Contractor agrees to comply with the following assurances:
 - 8.1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 8.2. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.
 - 8.3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
 - 8.4. Contractor acknowledges and agrees that compliance with the above assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assignees for the period in which such assistance is provided.

9. **Discrimination Prohibition.** Statutes and regulations prohibiting discrimination applicable to the Agreement include, without limitation, the following:
- 9.1. **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - 9.2. **The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury’s implementing regulations at 31 C.F.R. Part 23**, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - 9.3. **Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*)**, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Agreements and subcontracts 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).
11. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** For an Agreement exceeding \$100,000, Contractor 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 agreement, 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. **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. The recipient must exercise due diligence to ensure that none of the funds, including supplies and services, received under the Agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract.
13. **Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216).** As described in 2 CFR 200.216, recipients and subrecipients of award funds are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:
- 13.1. Procure or obtain,
 - 13.2. Extend or renew a contract to procure or obtain; or
 - 13.3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial

or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

13.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

13.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.”

14. 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 Contractor enters into an agreement or performance of experimental, developmental, or research work under that “funding agreement,” Contractor 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 awarding agency.

15. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

16. Protections for Whistleblowers.

16.1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal agreement (including the competition for or negotiation of an agreement) or grant.

16.2. The list of persons and entities referenced in the paragraph above includes, but is not limited to, the following: a management official or other employee of Contractor or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

16.3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this SLFRF Award. Contractor must disclose in writing to the Office of the State Controller or the Department, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

20. Event of Default and Termination.

20.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the State of Colorado and/or the Department may terminate the Agreement 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 and/or the Department under the Agreement, at law or in equity.

20.2. Termination (2 CFR 200.340). The federal award may be terminated in whole or in part as follows:

20.2.1. 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;

20.2.2. 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;

20.2.3. 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;

20.2.4. 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

20.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the federal award.