

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.3  
(ID # 13745)**

**MEETING DATE:**

Tuesday, January 26, 2021

**FROM:** BUSINESS AND COMMUNITY SERVICES:

**SUBJECT:** BUSINESS AND COMMUNITY SERVICES: Ratify and Approve Subcontract No. S-7448-RCBCS with CSU Fullerton Auxiliary Services Corporation (ASC) for consulting services to COVID-19 impacted businesses through the Coachella Valley Small Business Development Center (CVSBDC) for one year; Districts 4 and 5, [\$100,000] SBA Grant Funds 100%; California Environmental Quality Act (CEQA) Exempt

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the approval of Subcontract No. S-7448-RCBCS is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Ratify and Approve the attached Subcontract No. S-7448-RCBCS with CSU Fullerton Auxiliary Services Corporation (ASC) for consulting services to COVID-19 impacted businesses through the Coachella Valley Small Business Development Center (CVSBDC), for a total amount of \$100,000 for one year from April 1, 2020 through March 30, 2021, and authorize the Chair of the Board of Supervisors to sign the agreement on behalf of the County; and
3. Authorize the Director of the Riverside County Business and Community Services, or designee, to take all necessary steps to implement Subcontract No. S-7448-RCBCS, including, but not limited to, signing subsequent, necessary and relevant documents, and approve any non-substantive amendments to Subcontract No. S-7448-RCBCS, provided a County match requirement is not required, subject to approval as to form by County Counsel;

**ACTION:** Policy

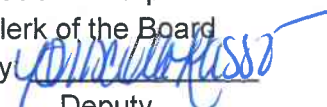
  
Suzanne Holland, Director of EDA 1/8/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: January 26, 2021  
xc: BCS

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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| <b>FINANCIAL DATA</b>                        | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>            | <b>Ongoing Cost</b> |
|--|-----------------------------|--------------------------|-------------------------------|---------------------|
| <b>COST</b>                                  | \$100,000                   | \$0                      | \$100,000                     | \$0                 |
| <b>NET COUNTY COST</b>                       | \$0                         | \$0                      | \$0                           | \$0                 |
| <b>SOURCE OF FUNDS:</b> SBA Grant funds 100% |                             |                          | <b>Budget Adjustment: No</b>  |                     |
|  |                             |                          | <b>For Fiscal Year: 20/21</b> |                     |

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

On August 25, 2020 the Board of Supervisor’s approved Subcontract No. S-7308-RCBCS between the County of Riverside Business and Community Services (RCBCS) and CSU Fullerton Auxiliary Services Corporation (ASC), to continue to operate the Coachella Valley Small Business Development Center (CVSBDC) to assist entrepreneurs and small business owners. The CVSBDC is located in the Indio Business and Community Services office and its service territory covers the area from the community of Cabazon to the city of Blythe in eastern Riverside County. The CVSBDC core service is small business consulting and services are designed to assist small businesses in solving problems and fostering growth, expansion, innovation, productivity and management improvement. The purpose of this item is to request approval for Subcontract No. S-7448-RCBCS (Subcontract) to provide additional funding to expand CVSBDC services for education, training and business advising to small businesses that have experienced supply chain disruptions, staffing challenges, a decrease in gross receipts or customers or a closure as a result of COVID-19 through an agreement with the Small Business Administration (SBA).

SBA is providing this supplemental funding to the CVSBDC to provide additional, temporary services to affected small businesses who have suffered economic injury as a result of the COVID-19 pandemic in 2020.

The proposed Subcontract between RCBCS and ASC has a term commencing on April 1, 2020 and ending March 30, 2021, with a contract amount of \$100,000. ASC will reimburse the RCBCS for consultant services, marketing and training costs as set forth in Exhibit B attached to the proposed Subcontract. There is a no matching requirement for this supplemental funding from SBA and no funds will used from the County’s general fund. To date, the CVSBDC has already assisted 40 business clients under the expanded services provided through the supplemental funding from SBA. The proposed Subcontract was not brought to the Board of Supervisors earlier because it was not received until September 19, 2020 from ASC.

Pursuant to the California Environmental Quality Act (CEQA), the Subcontract to provide funding to the CVSBDC (Project) was reviewed and determined to be categorically exempt under State CEQA Guidelines Section 15061(b)(3), General Rule or “Common

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Sense” Exemption. The contract relates to supplemental funding that will expand CVSBDC services within the existing Indio Business and Community Services office. This will involve one-on-one counseling and training seminars to small businesses and does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The Project is exempt under the common sense exemption of State CEQA Guidelines section 15061(b)(3) in that it can be seen with certainty there is no possibility that the consulting services to be provided out of the CVSBDC within the existing Indio Business and Community Services Office may have a significant effect on the environment, as the services to be provided solely relates to the provision of consulting services, is administrative in nature, will have financial effects, and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by the CREDA staff with the County Clerk within five (5) days of the approval of the Subcontract.

BCS staff recommends ratification and approval of the attached Subcontract No. S-7448-RCBCS including the attached exhibits. County Counsel has approved the Subcontract as to form.

**Impact on Residents and Businesses**

By providing expanded consulting services and training, the County is assisting COVID-19 impacted businesses respond and recover from the adverse effects of decreased revenues, temporary closures and loss of staff.

**Additional Fiscal Information**

The Subcontract No. S-7448-RCBCS will not require any RCBCS matching funds. Fund 21100 Department ID 1901000000 of the Economic Development Program will be utilized to track all expenditures of the SBA COVID-19 Grant funds. Financial reporting of revenue and expenditures for the Subcontract No. S-7448-RCBCS will be prepared and submitted as required by the Subcontract.

Attachments:

1. Subcontract No. S-7448-RCBCS
2. S-7448-RCBCS Exhibit A
3. S-7448-RCBCS Exhibit B
4. S-7448-RCBCS Exhibit C
5. S-7448-RCBCS Exhibit D
6. S-7448-RCBCS Exhibit E

**SUBCONTRACT NO. S-7448-RCBCS**

THIS SUBCONTRACT NO. S-7448-RCBCS (hereinafter "Subcontract") is entered into by and between **COUNY OF RIVERSIDE**, a political subdivision of the State of California, by and through its Business and Community Services Department (hereinafter, "Subcontractor"), host administrative agent for the Coachella Valley Small Business Development Center, (hereinafter "Service Center") located in Indio, California and **CSU FULLERTON AUXILIARY SERVICES CORPORATION** (hereinafter, "ASC"), a California non-profit corporation which is a recognized auxiliary organization serving California State University, Fullerton, operating pursuant to California Education Code Section 89900, et seq. and California code of Regulations Title 5, Section 42400, et seq. (hereinafter, "CSUF"), and host administrative agent for the Lead Center SBDC (hereinafter, "Lead Center") located in Fullerton, California to provide funding for the project, "Orange County/Inland Empire Regional SBDC Network". Subcontractor and ASC may be referred to individually as a "Party," and collectively as "Parties". The term "SBDC" used herein shall mean Small Business Development Center.

**RECITALS**

- A. **WHEREAS**, ASC is the prime awardee of an award issued by the U.S. Small Business Administration (hereinafter "SBA" or "Prime Sponsor") under Cooperative Agreement Number SBAHQ20C0071 (hereinafter "Cooperative Agreement" or "Prime Award"), incorporated herein with this reference and attached as Exhibit C (Notice of Award);
- B. **WHEREAS**, ASC desires to retain Subcontractor to assist Lead Center in achieving objectives, metrics and milestones specified in **Exhibit A Scope of Work** and intends to compensate Subcontractor for such services, as described in **Exhibit B Budget**;
- C. **WHEREAS**, in undertaking the performance of this Subcontract, Subcontractor represents that it is knowledgeable in its field and that any services performed by Subcontractor will be performed in compliance with this Subcontract, the Exhibits and the Cooperative Agreement; and,
- D. **WHEREAS**, Subcontract and any additional subcontractors retained by Subcontractor agree to abide by all of the terms and conditions of this Subcontract and the terms and conditions of the Prime Award, incorporated herein and attached as **Exhibit C Prime Award**.

**NOW, THEREFORE**, in consideration of the mutual and representative promises and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

1. **Principal Contacts.**

**For ASC:**

**Technical/Programmatic**

Mike Daniel, Lead Center Director  
Small Business Development Center  
California State University Fullerton  
1 Banting, Suite A  
Irvine, CA 92618  
Telephone: (657) 278-5168  
Email: [midaniel@fullerton.edu](mailto:midaniel@fullerton.edu)

**Administrative**

Sydney Dawes, Director  
Sponsored Programs Office  
CSU Fullerton Auxiliary Services Corporation  
1121 State College Blvd.  
Fullerton, CA 92831  
Telephone: (657) 278-4103  
Email: [sdawes@fullerton.edu](mailto:sdawes@fullerton.edu)

**For Subcontractor:**

**Technical/Administrative**



Robert Moran  
Deputy Director  
County of Riverside Business and Community Services  
3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor  
Riverside, CA 92501  
Telephone: (951) 955-6673  
Email: [rmoran@rivcoeda.org](mailto:rmoran@rivcoeda.org)

Changes in Principal Contacts must be approved in writing by **Charles D. Kissel**, Executive Director of the CSU Fullerton Auxiliary Services Corporation and by **Suzanne Holland**, Director, Business and Community Services Department, or their respective designees, for the respective Party.

2. **Scope of Work.** Subcontractor shall assist Lead Center to achieve the objectives, metrics and milestones described in the Scope of Work which is attached and incorporated as **Exhibit A Scope of Work**.
3. **Term of Contract.** The period of performance of this Subcontract shall be from April 1, 2020 through March 31, 2021, subject to extension by the Prime Sponsor and mutual agreement of both Parties.
4. **Compensation.** The total funds payable under this Subcontract is **One Hundred Thousand Dollars (\$100,000.00)**, as shown in **Exhibit B Budget**. This amount shall be compensation for all of the Service Center's reimbursable expenses pursuant to this Subcontract, including, but not limited to labor, employee fringe benefits, operating expenses, equipment, overhead, employer taxes and insurance, subcontracting services, out-of-pocket expenses for travel and subsistence, and taxes due on equipment.
5. **New Personnel.** Hiring new personnel to be charged to SBA (new positions or filling vacant positions):
  - 5.1 Service Center Director shall request approval from Lead Center Director prior to posting any positions for new hires that are not related to consulting. Jobs considered non-consulting positions include, but are not limited to, Associate Director, Business Development, Business Services Coordinator, Training Coordinator, Marketing Specialist, Administrative Assistant, etc.  
  
The request from Service Center shall be in writing and shall include the job description for the new hire, a justification of the need for the position, % effort on SBDC or number of hours per week, and salary rate. If the hire is for a new position, Service Center shall provide a justification on how duties were previously met (as applicable). A written approval from Lead Center is required prior to job posting.
6. **Allowable Costs and Fees.** Allowable costs and fees eligible for reimbursement to the SUBCONTRACTOR for performance of this Subcontract must be in accordance with the terms of this Subcontract, including the attached Exhibits and the requirements of the Prime Sponsor.
7. **Termination of Subcontract.** Either Party may terminate this Subcontract upon thirty (30) days advance written notice to the other Party. If termination is due to either Party's failure to comply with the provisions of this Subcontract or the terms and conditions of the Prime Award, then the applicable SBA provisions will apply. Upon termination of this Subcontract, ASC agrees to compensate Subcontractor for all allowable, unavoidable, expenses reasonably incurred by Subcontractor in the performance of its work under this

Subcontract through the date of termination. Subcontractor agrees to complete services and/or provide required deliverables through the date of termination.

8. **Modification or Waiver.** No part of this Subcontract shall be modified without the express written consent of both Parties. The waiver by one Party of any breach of any term or condition of this Subcontract shall not be construed as a waiver of any similar or other breach of any term or condition of this Subcontract. Nor shall said waiver be construed as a continuing waiver of the original breach.
9. **Independent Contractor.** Subcontractor shall, during the entire term of this Subcontract, be construed to be an independent contractor and not an employee of ASC. This Subcontract is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow ASC to exercise discretion or control over the professional manner in which Subcontractor performs the services that are the subject of this Subcontract. The services to be provided by Subcontractor, however, shall be provided in a manner consistent with all applicable laws, standards and regulations governing such services. Subcontractor shall pay all salaries and wages, employees' social security taxes, unemployment insurance, and similar taxes relating to its employees and shall be responsible for all applicable withholding taxes.
10. **Assignment.** No part of this Subcontract may be assigned by either Party without the prior written consent of both Parties.
11. **Indemnification.** All Parties to this Subcontract agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Subcontract, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying Party or any of its agents or employees. The indemnity set forth in this Paragraph 11 shall survive for a period of one (1) year after the expiration or earlier termination of this Subcontract.
12. **Insurance.** Subcontractor certifies it will maintain the following coverage:
  - 12.1. Commercial General Liability: minimum limits coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit written on occurrence form for personal injury and bodily injury liability, and property damage, including premises/operations, broad form property damage, products/completed operations, contractual liability and independent contractors. Errors and Omission insurance is required for professional services and consultants.
  - 12.2. Business Automobile Liability: coverage is required in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage, including owned, non-owned and hired automobiles; should also include Uninsured/Underinsured Motorists coverage in the minimum amount of \$1,000,000.
  - 12.3. Workers Compensation as required by the State of California, including Employer Liability coverage of not less than \$1,000,000.
  - 12.4. Any self-insured deductible greater than \$25,000 must be approved by ASC.
  - 12.5. The Subcontractor's insurance carrier must be rated A-VII at minimum, according to A.M. Best & Company.
  - 12.6. Subcontractor and Subcontractor's insurance carrier waive their rights of subrogation.

- 12.7. Additional Insured Endorsement (except for Workers Compensation): The State of California, Trustees of the California State University, California State University Fullerton, CSU Fullerton Auxiliary Services Corporation, and all of its other departments, boards, volunteers, commissions, and its officers, employees and agents are hereby declared to be additional insureds as respects to the activities of named insured.
- 12.8. Upon execution of this Subcontract, Subcontractor shall submit to ASC current certificate of insurance and additional insured endorsement as evidence that the above insurance requirements are met.
- 12.9. The insurance requirements contained in this Subcontract may be met with a program(s) of self-insurance.
13. **Force Majeure.** If by reason of force majeure the Subcontractor's performance hereunder is delayed, hampered or prevented, then the performance by the Subcontractor may be extended for the amount of time of such delay or prevention. The term "Force Majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God; any act of legally constituted authority; or any other cause beyond Subcontractor's control which would excuse the Subcontractor's performance as a matter of law.
14. **Notice of Force Majeure.** Subcontractor agrees to give ASC written notice of an event of force majeure under this Paragraph 13 within ten (10) days of the commencement of such event and within ten (10) days after the termination of such event, unless the Force Majeure prohibits Subcontractor from reasonably giving notice within this period. Subcontractor will give such notice at the earliest possible time following the Force Majeure.
15. **Nondiscrimination.** Subcontractor shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including those Acts and amendments prohibiting discrimination on the basis of race, color, natural origin, gender, handicap or disability, sexual preference, drug addiction and alcoholism.
16. **Certifications and Assurances**
  - 16.1 **Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** - Subcontractor certifies by signature to this Subcontract it is not suspended, debarred, or otherwise ineligible from entering into funding agreements with any department or other agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. In the event of being suspended, debarred or otherwise declared ineligible by any other department of agency of the Federal Government, or upon notice of a proposed debarment or suspension, the Subcontractor shall provide immediate written notice to ASC. If, during the performance period of this Subcontract, the status of the Subcontractor changes relative to any of these certifications, it shall immediately notify ASC in writing and include an explanation of the changes.
  - 16.2 **Certification Regarding Lobbying** - In the event funds allotted under this Subcontract are expected to exceed \$100,000, by signature to this Subcontract, Subcontractor certifies that it is in compliance with the requirements of Section 1352, Title 31, U.S. Code which limits the use of appropriated funds to influence certain federal contracting and financial transactions.
  - 16.3 **Drug Free Workplace** - By signature to this Subcontract, Subcontractor certifies that it will comply with the Drug Free Workplace Act of 1988 and its implementing regulations as amended.
  - 16.4 **Misconduct in Science Assurance** - The Subcontractor hereby gives assurance that an administrative review process has been established regarding procedures for dealing with and



reporting possible misconduct in science and reporting requirements of the published scientific misconduct regulations will be followed.

- 16.5 Americans With Disabilities Act - By signature of this Subcontract, Subcontractor certifies that it complies with the Americans with Disabilities Act of 1990 (42 USC 12101, et. seq.) and all implementing regulations. Subcontractor agrees to insert the provision of this Article in all subcontracts and purchase orders hereunder.
- 16.6 Davis-Bacon and Related Act – If applicable, by signing this Subcontract, Subcontractor certifies that it complies with the Davis-Bacon act and warrants proper wages are applied to federally-funded or assisted construction projects.

17. **Retention of Records.** Subcontractor agrees to maintain and preserve all records relative to this Subcontract for three (3) years after the date on which ASC makes the final report to the SBA under this Subcontract. ASC shall provide said date to Subcontractor. If any dispute or audit is ongoing, ASC shall provide notice the Subcontractor who shall retain those records until the dispute is resolved or the audit is completed. Subcontractor agrees to permit ASC's duly authorized representatives to have access to and to examine and audit any non-privileged pertinent books, documents, papers, and records related to this Subcontract. Furthermore, all records related to this Subcontract shall be reasonably available for inspection by the State of California pursuant to Government Code § 8546.7 which states in pertinent part: "...every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, ... or by any other public entity, including a city, county..., shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract."

18. **Audit.** The non-privileged books and accounts, files, and other records of the Subcontractor which are applicable to this Subcontract shall be available for inspection, review, and audit during normal business hours by the ASC and the U.S. Government and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Subcontractor.

The Subcontractor assumes responsibility for reimbursement to Prime Sponsor a sum of money equivalent to the amount of any expenditures disallowed should the ASC, Prime Sponsor or an authorized agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the Subcontractor for direct and/or indirect costs were not made in compliance with the applicable cost principles, regulations of the Prime Sponsor, or the provisions of this Subcontract. ASC agrees to provide Subcontractor with the applicable citations to said cost principles, regulations, and/or provisions of the Subcontract that are the basis and support of said ruling of reimbursement to Prime Sponsor.

Subcontractor agrees to comply with the requirements of OMB Uniform Guidance 2 CFR Part 200. Subcontractor further agrees to provide ASC with a copy of the independent auditors' report within thirty (30) days of its issuance. If the report contains instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Subcontract, the Subcontractor shall provide ASC copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved. All reports prepared in accord with the requirements of OMB Uniform Guidance 2 CFR Part 200 shall be available for inspection by representatives of ASC or the government during normal business hours.



19. **Severability.** Should any part, term, or provision of this Subcontract be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed from this Subcontract. Any and all of the other terms of this Subcontract shall remain in full force and effect.
20. **Applicable Law.** This Subcontract and any disputes concerning it shall be interpreted under the laws of the State of California.
21. **Interpretation.** For purposes of construction and interpretation, this Subcontract shall be deemed to have been mutually drafted by the Parties hereto. Thus, the Parties to this Subcontract shall determine and resolve any issues of ambiguity related to the interpretation of the provisions herewith.
22. **Federal Identification Number.** Subcontractor's Federal Taxpayer Identification Number is 95-6000930.
23. **Deliverables/Reporting Requirements.** Subcontractor shall submit the following reports:
  - 23.1 Performance and Financial Reports – A quarterly report shall be submitted within fifteen (15) days after the end of the second quarter (no later than September 15, 2020). SUBCONTRACTOR shall also submit the final performance and financial reports within thirty (30) days of completion of the project period (no later than April 30, 2021). A template of this report is provided in **Exhibit E Quarterly Performance Report Template**. Failure to submit required reports in a timely manner may result in delay of invoice payments for the period unless prior approval to submit late reports has been granted by the Lead Center Director, or designee. Additionally, failure to submit reports as indicated above, may result in termination of this Subcontract. Failure to submit reports and invoices for all SBDC related subcontracts may result in budget reductions, review findings and/or a re-bid of the Subcontract.
24. **Time and Effort Reporting.** SUBCONTRACTOR will maintain time and effort reports for full-time and part-time employees to support labor charged to this agreement, as specified in 2 CFR Part 200, as applicable.
25. **Principal Place of Business.** The Service Center, with a principal office located at 44-199 Monroe Street, Suite B, Indio, CA 92201-3094 shall provide services to existing and potential small business owners in the following service territory: from community of Cabazon east to City of Blythe, within Riverside County, California. The Service Center may also provide services consisting of scheduled business consulting and training at outreach centers. As used in this document, "outreach center" means a location where SBDC consulting and training services may be provided on an "as needed basis," outside of the normal Service Center setting. The Service Center and its satellite office(s) shall be open a minimum of eight (8) hours each business day and may provide services on evening and/or weekends based on policies and procedures of Subcontractor. The Service Center and its satellite office(s) shall have prominent display of the SBA/SBDC co-branding at the front of the office at each satellite office and shall have separate and clearly identifiable operations, programs and phones from the Subcontractor. The Subcontractor shall obtain prior written approval from the Lead Center to relocate or change the address of the Service Center and satellite office(s). The facilities and staff of the Service Center and its satellite office(s) shall be located in such places as to provide maximum accessibility and benefits to the existing and potential small businesses for which the Service Center is intended to serve.

26. **Service Delivery Mechanisms.** The Service Center shall increase the contribution of the small business sector to the economic development of its service territory, as specified in Paragraph 25. The Service Center shall accomplish this by using a variety of service delivery mechanisms, including satellite, outreach locations, traveling consultants or electronic capabilities, when appropriate and by providing in-depth, high quality, one-on-one business consulting, training services, information and referral services, outreach and marketing services, and specialized services to existing and prospective small business owners. These services must result in business growth, expansion, job creation/retention, innovation, increased productivity; improved management of small businesses; lead to positive economic impact; and assist the Lead Center to meet the objectives, metrics and milestones of this Subcontract as outlined in **Exhibit A Scope of Work**.
27. **Policies and Procedures Manual.** This Subcontract is subject to the terms and conditions of the Orange County/Inland Empire Regional SBDC Network Policies and Procedures Manual, as amended. In the event of conflicting or otherwise inconsistent policies, this Subcontract shall prevail.
28. **Cooperative Agreements.** The Service Center is encouraged to establish and maintain active cooperative agreements with other service providers (e.g., colleges, universities, economic development corporations, local government agencies) to further the objectives detailed in the Cooperative Agreement issued by SBA, to be provided to the Subcontractor by the Lead Center upon request.
29. **Participation Agreements.** The Service Center is encouraged to establish and maintain annual participation agreements with private-sector persons or firms to provide professional consulting services when and if it is of mutual benefit to the private sector persons and/or firms and is clearly conducive to reaching the goals of the Subcontract (e.g., accounting, engineering, and law) at an agreed-upon rate (e.g., pro bono, market or below market rate). The objective of a participation agreement is to provide services not available from the Service Center's staff. Participation agreements shall be reviewed annually by the Lead Center.
30. **Special Emphasis Groups.** The Service Center is encouraged to identify and foster relationships with entities representing Special Emphasis Groups in order to increase the number of clients served in those populations when and if it is clearly conducive to reaching the goals of the Subcontract. Additionally, the Service Center shall endeavor to raise the level of awareness of its audiences at small business seminars, conferences and outreach program announcements about the needs of veterans and service-connected disabled veterans when and if it is clearly conducive to reaching the goals of the Subcontract.
31. **Service Center Director.** The Subcontractor shall notify the Lead Center immediately upon Service Center Director resignation/termination.

The Subcontractor shall appoint a new Service Center Director within sixty (60) days of a Service Center Director vacancy. An Acting Director may be appointed by the Subcontractor for no more than one hundred eighty (180) days, until a permanent Service Center Director is selected. The Subcontractor shall conduct its search for a new Service Center Director to obtain the most qualified candidate. Additionally, the Lead Center must be involved in the hiring process and must concur with the Subcontractor's decision on the permanent director.

Attendance at network meetings and participation in network events by the Service Center Director is required. The Lead Center will publish a list of network meeting dates and events on an annual basis, which require participation by the Service Center Director. The SBDC Director shall notify the Lead

Center immediately upon any change in SBDC staff. SBDC Staff includes part or full-time subcontractors retained as client consultants.

The Service Center Director shall be a full-time (100%), senior manager who shall direct and monitor Program activities and financial affairs of the Service Center to deliver effective services to the small business community, ensure Service Center compliance with applicable laws, regulations, OMB Uniform Guidance 2 CFR Part 200 and Executive Orders, as well as implement this Subcontract. The Service Center Director has authority to control expenditures under the Service Centers budget. The Service Center Director shall serve as the principal contact point for all matters involving the SBDC Network.

32. **Advertisement of Services Available from Subcontractor's Service Center.** Subcontractor shall participate in community outreach, marketing and advertising efforts and projects at the network level conducted by the Lead Center, and use reasonable community outreach, marketing and advertising efforts to inform current and prospective Clients of the services available from Subcontractor through its Service Center when and if it is clearly conducive to reaching the goals of the Subcontract.
33. **Budget Contingency Clause.** It is mutually agreed that if the Federal Budget Act of the current year and/or any subsequent years covered under this Subcontract does not appropriate sufficient funds for this Subcontract, ASC shall provide Subcontractor with written notice thirty (30) days prior to the stoppage of funding under this Subcontract. After this thirty-day term this Subcontract shall be of no further force and effect. After said term, the ASC shall have no liability to pay any funds to the Subcontractor or to furnish any other considerations under this Subcontract for work performed after Subcontractor received said written notice of the insufficiency of funds. Subcontractor shall not be obligated to perform any provisions of this Subcontract after receiving said written notice from ASC.

If funding for any fiscal year is reduced by the Federal Budget Act for purposes of this Subcontract, ASC shall offer an amendment to this Subcontract to the Subcontractor to reflect the reduced amount.

34. **Agreements Funded in Whole or in Part by the Federal Government.** The Subcontractor shall comply with applicable federal government provisions. This Subcontract is valid and enforceable only if sufficient funds are made available to ASC by the United States Government for the current federal fiscal year and/or any subsequent years covered for the purposes of this Subcontract. In addition, this Subcontract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Subcontract in any manner.

The Subcontractor shall maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits by ASC and/or the SBA. The Subcontractor shall furnish at its own expense (to the location specified by ASC) such records, including current financial statements, indirect cost rate agreements, for examinations and review by ASC upon request. The Subcontractor shall provide ASC with the latest copy of Subcontractor's Uniform Guidance 2 CFR Part 200 Single Audit report. Without limiting the generality of this paragraph, the Subcontractor shall maintain time and effort records of part-time and salaried employees for determination of time charged to this Subcontract, as specified in and to the extent required by the U.S. Office of Management and Budget ("OMB") Uniform Guidance 2 CFR Part 200, as applicable. The Subcontractor may transfer records to computer storage in accordance with the Cooperative Agreement. The Subcontractor shall otherwise comply with the Cooperative Agreement and with the regulations, Program Announcement **Exhibit D**, (Program Announcement) **attached hereto and incorporated herein by this reference**, and OMB Uniform Guidance 2 CFR Part 200 identified therein, to



the extent applicable to the Subcontractor's record retention. The Subcontractor shall maintain an updated list of funding sources and amounts for each source of funds it receives, including without limitation grants, contracts and other contributions. Additionally, for each source of funds, the Subcontractor shall keep a record of the name and phone number of the person or entity from whom the funds were received, the amount of funding, the intended purpose, and any requirements, stipulations or limitations on the use of the funds imposed by the person or entity as a condition of that funding. All financial records and reports shall be certified and signed by the Service Center Director, and an authorized representative or designee of the Host Institution. In order to facilitate any audit conducted pursuant to Government Code § 8546.7, the Subcontractor shall retain all records pertaining to this Subcontract for not less than three (3) years after the date on which ASC makes the final report to the SBA under this Subcontract. If any dispute or audit is ongoing, the Subcontractor shall continue to retain those records until the dispute is resolved or the audit is completed. Notwithstanding the foregoing, Financial Records and Reporting requirements may be modified per annual Office of Small Business Development Centers (OSBDC) program announcement.

The Service Center shall maintain a separate budget distinguishable from that of Subcontractor. The Service Center budget must be under the direct control of the Service Center Director employed by and designated by the Subcontractor to manage and operate the Service Center. Budget allocation should be focused on direct client services in order to meet performance milestones. The Subcontractor shall demonstrate to ASC's satisfaction, upon ASC's request, that the Service Center can and does oversee and manage its budget and maintain separate accounts and tracking as appropriate for reporting purposes and auditing requirements, and that the Service Center has systems in place to ensure sound fiscal and contractual management of the programs and activities conducted by the Service Center hereunder. The Service Center shall immediately notify ASC, and provide ASC with copies of any internal audits, reports or other documents prepared by the Subcontractor which may affect the Service Center's budget, change in use of funds, or which conflict with budgetary information previously given by the Subcontractor to ASC.

The consideration to be paid to the Subcontractor, as specified in **Exhibit B**, shall be compensation for all of the Service Center's reimbursable expenses pursuant to this Subcontract, including, but not limited to labor, employee fringe benefits, operating expenses, equipment, overhead, employer taxes and insurance, subcontracting services, out-of-pocket expenses for travel and subsistence, and taxes due on equipment.

The Subcontractor is hereby notified and Subcontractor agrees that payment of invoices, partial or in full, by ASC does not imply eligibility or allowability of expenditures included in the invoices. Final eligibility and allowability of expenditures per SBA and SBDC program requirements is determined via an official review of network financial documentation by the designated SBA Examiner for the applicable program year. The Subcontractor shall be financially responsible for any and all expenses deemed unallowable by the SBA Examiner for the Service Center as long as Subcontractor is allowed to provide information in connection with said expenses directly to the SBA Examiner.

The Subcontractor hereby agrees to expend all allocated funds in the performance of its obligations under this Subcontract by March 31, 2021. The Service Center shall notify the Lead Center no later than January 15, 2021 of any projected or estimated funds not expected to be expended by the performance period.

Without limiting the generality of the foregoing, the Subcontractor is hereby notified that budget allocation is at the sole discretion of the Lead Center, based on evaluation factors contained within the Subcontract, including Service Center performance, operations efficiency and effectiveness, and allocated funds expended in the previous year. Notwithstanding said discretion, ASC agrees to notify Subcontractor with written



communication of the applicable citations, regulations, and/or evaluation factors in connection with the specific issues related to Subcontractor's performance, operational inefficiencies, ineffectiveness, allocation of funds, and/or other factors that are the basis for said budget allocation and/or change. ASC agrees to provide Subcontractor with forty-five (45) days to correct (the "Cure Period") the issues related to Subcontractor's performance, operational inefficiencies, ineffectiveness, allocation of funds, and/or other factors that are the basis for said budget allocation and/or change. If after the Cure Period, Subcontractor is unable to cure said issues, ASC shall move forward with its budget allocation and/or change accordingly.

The Subcontractor shall not receive additional compensation for reimbursement of costs not identified in **Exhibit B**, and shall not decrease the work to compensate therefore. Variations to **Exhibit B** are allowable as per the terms of the Orange County/Inland Empire Regional SBDC Network Policies and Procedures Manual.

No requests for variations shall be submitted to the Lead Center after January 1, 2021. Requests for variations submitted after this date will be disapproved.

35. **Invoicing and Payment.** SUBCONTRACTOR shall invoice ASC for actual expenses incurred during the term of the Subcontract and in accordance with the attached Budget, provided as **Exhibit B**. Invoices shall be mailed to the address listed below and emailed to [kmpayne@fullerton.edu](mailto:kmpayne@fullerton.edu):

OCIE SBDC  
Ms. Katrina Smith, Associate Regional Director  
1 Banting, Suite A  
Irvine, CA 92618

Subcontractor will submit itemized invoices to ASC not less often than quarterly but preferably monthly. Invoices must include the certification statement as required in 2 CFR 200.415 (a). Each invoice shall include an itemized expenditure report, in a format to be provided by the Lead Center, for federal funds with an original signature of an authorized agent of Subcontractor and Center Director, accompanied by general ledger detailed transaction report, supporting documentation and any necessary chart of accounts. ASC may return invoices to Subcontractor for correction and resubmission prior to payment. ASC agrees to pay approved invoices within thirty (30) days upon receipt. In no event shall the Subcontractor request reimbursement from the ASC for obligations entered into or for costs incurred prior to the commencement date or after the Expiration of this Agreement. Failure to submit invoices on time may result in termination of this Subcontract.

The invoice containing the final costs to be paid by the ASC shall be identified as the "FINAL INVOICE". Final invoice expenditures shall reflect costs incurred but not previously submitted for the period ending March 31, 2021. The final invoice must be received by the Lead Center by April 15, 2021, and shall not include expenditures stated in previous invoices.

The final invoice shall be paid upon satisfactory completion of Subcontract work and submittal of the following:

- 1) All reports required in this Subcontract to the Lead Center Director as described in the Subcontract and the Exhibits, and in the current Orange County/Inland Empire District SBDC Network Policies and Procedures Manual;
- 2) A complete and accurate final invoice with required documentation to the Lead Center Director;
- 3) A current equipment inventory list, as applicable

"Satisfactory completion" as used in this Subcontract means that the Subcontractor has complied with all terms, conditions, and performance requirements of this Subcontract.

ASC agrees to make payment as promptly as fiscal procedures permit, however, such payment to Subcontractor shall not exceed thirty (30) days upon receipt of the invoice, subject to approval of the Lead Center Director, or his or her designee, and contingent upon satisfactory documentation of costs and satisfactory completion of the terms of this Subcontract.

All Funds shall be used solely for the purpose of assisting the Lead Center in achieving the objectives, metrics and milestones as set forth in this Subcontract and **Exhibit A**. Equipment, furniture, and supplies purchased with funds are for the use of the Service Center staff in furtherance of the SBDC Program. The Lead Center shall have final determination of allowable and reimbursable costs under this Subcontract.

**36. Miscellaneous Payment Provisions.** Funds allocated under this Subcontract for travel, subsistence and per diem rates shall not exceed those amounts specified in **Exhibit B**. No reimbursement for travel outside the Orange County/Inland Empire Region (Orange, Riverside and San Bernardino Counties) shall be allowed without prior written approval of the Lead Center Director or designee.

The Subcontractor shall not use funds allocated under this Subcontract for any of the following purposes:

- 1) Entertainment expenses;
- 2) Professional dues and/or subscriptions for use by any person other than those identified as Service Center professional staff in **Exhibit B**;
- 3) Purchase, construction, renovation, alteration, improvement, or repair of capital assets, such as real estate and vehicles;
- 4) Influencing or attempting to influence public officials;
- 5) Partisan or nonpartisan political activity;
- 6) To further the election or defeat of any candidate for public office; or,
- 7) To provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

The Subcontractor is the fiduciary under this Subcontract and therefore is responsible for the administration and oversight of the Service Center.

**37. Contents and Order of Precedence.** Included in this Subcontract are the following exhibits:

- Exhibit A Scope of Work
- Exhibit B Budget
- Exhibit C Prime Award
- Exhibit D Program Announcement
- Exhibit E Quarterly Performance Report Template

The contents of each instrument below are incorporated within this Subcontract as fully as though set forth herein in their entirety. In the event of a conflict between the provisions of each instrument, the following order of precedence shall govern the rights and obligations of the parties:

1. Subcontract

## 2. Prime Award

38. **Mediation and Arbitration.** In the event that a question or dispute arises between ASC and SUBCONTRACTOR in connection with the Subcontract, the following procedures shall be followed:

38.1 **Good Faith Negotiation** ASC and Subcontractor shall attempt in good faith to resolve any dispute arising out of or relating to this Subcontract promptly by negotiation between ASC and Subcontractor representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for performance of this Subcontract. Either ASC or Subcontractor may give the other written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each Party's position and a summary of arguments supporting that position, and (b) the name and title of the representative who will represent ASC or Subcontractor and of any other person who will accompany the representative. Within thirty (30) days after delivery of the notice, ASC and Subcontractor representatives shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by ASC and Subcontractor, the above-described negotiation shall end at the close of the first meeting of ASC and Subcontractor representatives ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if mutually desired.

If the matter is not resolved by good faith negotiation pursuant to the paragraph above, then the matter will proceed to mediation as follows:

38.2 **Mediation.** If the matter is not resolved by good faith negotiation pursuant to the paragraph above, then ASC and Subcontractor agree that any and all disputes, claims or controversies arising out of or relating to this Subcontract shall be submitted to a mutually agreed upon mediator for mediation at a mutually acceptable place before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations. If the matter is not resolved through mediation the matter will proceed to arbitration as follows:

38.3 **Arbitration.** If the matter is not resolved by mediation pursuant to the paragraph above, then ASC and Subcontractor agree that any and all disputes, claims or controversies arising out of or relating to this Subcontract shall be submitted to a mutually agreed upon arbitrator for arbitration. The arbitration may be binding or non-binding, as mutually agreed upon by ASC and Subcontractor. The matter will be submitted to a mutually-agreed-upon arbitrator, or to a panel of arbitrators, as the Parties may agree, for a determination. If binding arbitration is selected, the decision of the arbitrator or panel of arbitrators will be final and conclusive and ASC and Subcontractor agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by ASC and Subcontractor.

38.4 **Litigation.** If, after following the dispute resolution procedure set forth in Paragraphs 38.1 through 38.3, above, ASC or Subcontractor are not satisfied with the outcome of the non-binding arbitration process, either Party may consider litigation as a possible remedy to the dispute.

39. **Entire Agreement.** This Subcontract, including any referenced attachments, appendices and references, constitutes the entire Subcontract and supersedes any other written or oral representations, statements negotiations, or agreements.

IN WITNESS THEREOF, the Parties have executed this subcontract on the date noted below.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California, by and  
through its Business and Community Services

CSU FULLERTON AUXILIARY  
SERVICES CORPORATION, a California  
non-profit auxiliary corporation

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors  
Date 01/26/2021

By: [Signature] 18 FEB 21  
Charles D. Kissel  
Executive Director  
Date

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM  
Gregory P. Priamos  
County Counsel

By: [Signature]  
Lisa Sanchez  
Deputy County Counsel



### **Statement of the Problem**

Small Businesses in the Orange County Inland Empire region of California have been dramatically affected by the COVID-19 disaster and need assistance with surviving today and working on recovering over the next several months or years.

### **Describe the specific needs of small businesses resulting from the COVID-19 public health emergency in the SBDC Service Area**

The Orange County Inland Empire Small Business Development Center Network, as most, if not all other SBDC networks are facing unprecedented times. The OCIE SBDC clients and regional small businesses have been shut down by the state and local government and for many, they are generating no sales revenue and have had to let go off all of their employees. The OCIE SBDC has turned into a business triage network that is assisting clients with understanding how to negotiate their lease, what to do with their business liability and interruption insurance and helping them understand what funding options are available to them. Businesses in the service area are just trying to survive the COVID-19 shut down and get to point where they can again open their business and bring back their staff. The OCIE SBDC is assisting businesses owners, congressionals, municipalities and the state of California with up to date relevant information and assisting clients with consulting and training to see what the steps are for survival.

The OCIE SBDC is becoming the information hub for the service territory and is pushing out that information through webinars, town halls, zoom meetings, consulting and marketing. There is so much misinformation that the SBDC is being looked upon as the authority on correct information and having the ability to impact business owners directly. The biggest need for all business owners in the region is access to capital. Business owners are running out of money and are in danger of having to shutter their business permanently. The OCIE SBDC Network is working with counties and cities to build specific business loan programs for small business owners to access. The OCIE SBDC is also the only organization that is able to work directly, hands-on with business owners to understand disaster loan applications, negotiating leases and working with the Employment Development Department on taking care of their employees.

The next step for businesses is assisting them with alternative funding options and beginning to recover from COVID-19. Businesses that have been predominately brick and mortar need assistance in starting an online portion of their business or they need to learn the fundamentals of communicating with their customers through digital and social media. Business need assistance with understanding how to bring back their employees and how a changed landscape has impacted consumer behaviors. Service businesses that had b-to-b sales are having to learn new technologies, sales strategies and a new way of developing relationships. COVID-19 has affected the business landscape in the Orange County Inland Empire in such a way that business as we know it has probably changed forever.

### **Describe the current economic and business climate of the geographic region your SBDC network serves.**

The Orange County Inland Empire SBDC Network is comprised of more than seven million people all located within three of the largest and most populous counties in the country. There are more than 300,000 small businesses that range from restaurant, retail and hospitality to high tech and

manufacturing firms spread across the region. Orange County is home to the largest medical device technology sector in the world and technology start-ups are dotted throughout the service territory. California was one of the first states hit with the COVID-19 virus and almost all non-essential businesses have been closed since early March. This has caused a major strain on businesses in all industries and many are now scrambling just to try to survive. The biggest current need for businesses is capital to try to survive the next several months, while the economy is shut down and businesses are generating little to no sales revenue.

While very few businesses are still operating at maximum capacity, some of the hardest hit industries in the region are the restaurant, retail and hospitality sectors. These businesses have been completely shuttered for more than a month now and many will struggle to reopen their business, when the time comes. The technology sector has also dried up and there is now a lack of angel and venture capital funding to support would-be start-ups. The state of California has had more than 1,000,000 unemployment claims as of April 1 and the businesses that are able to remain open are working from skeleton crews, just trying to survive. The average business has roughly 15 days of cash flow and we are now more than 30-days into the current lockdown. Businesses are in need of recovery plans, accessing and utilizing new technologies and finding ways to access capital to support their fixed expenses.

### *III. Performance Objectives, Performance Metrics and Milestones Performance Objectives*

- a. Accessing and applying for financial resources, to include Paycheck Protection Program (PPP) loans, SBA Economic Injury Disaster Loans (EIDL) and all types of SBA and non-SBA loan programs so small businesses can effectively access capital and promote business sustainability, growth and resilience.**

The Orange County Inland Empire SBDC network will build a multi-pronged approach to assisting business owners with accessing capital. The greatest need for business owners now and during the initial recovery stages will be finding affordable capital that can help fund fixed costs to get businesses up and running again. The OCIE SBDC is building competencies and skill-sets across the network in understanding the Economic Injury Disaster Loan and the Paycheck Protection Program. All consultants in the network will be able to assist all clients with understanding and applying for each of the two SBA disaster loan programs. The OCIE SBDC will also hold daily webinars to answer all questions from both clients and partners on how to apply for each of the specific loan programs. The network will also host regular webinars, town halls and congressional meetings on the two loan programs and how the network can assist them through the process.

The Orange County Inland Empire SBDC Lead Center will work with cities and counties within the service territory to create and set-up local loan programs to support small business owners within the community. The Lead Office will outreach to all city managers and county Supervisors to educate them on creating loan programs from their current general funds and from Community Development Block Grant (CDBG) funding that can be used for lending, during times of disaster. The SBDC will assist cities and counties with setting up the program, the SBDC will create the marketing and the loan-packaging component of the program. The city will field a loan committee and the SBDC will work with each loan applicant (client) to prepare the application and all necessary documents to successfully access the funding.

The OCIE SBDC will expand on its SBDC Finance Center program that has already been created. The Finance Center is a team of highly skilled financial packaging consultants that are tactical in nature and work with more than 100+ lenders in assisting our clients with access to capital. Loans include conventional, SBA, alternative and private funds. The role of the SBDC Finance Center is to package the loan quickly (within a week) and to work with lenders to find the best possible situation for the client. The Finance Center has been able to greatly reduce the amount of time that it takes to get funding into our small business clients accounts. The COVID-19 SBA funding will allow for the network to increase the size of the SBDC Finance Center. The network will also create a second Finance Center in the Inland Empire, so that both centers can build strategic local partnerships within each of the two regions.

Lastly, the OCIE SBDC will expand on its technology consulting services and will focus on bringing increased expertise in the SBIR/STTR world. Non-dilutive funding will be a needed component to assist new start-up technology companies with accessing capital that may no longer be available through Angel Investment and Venture Capital. The network will create virtual SBIR conferences throughout the year and will build webinar series and specialized industry specific programming for companies seeking this type of capital.

**b. How small businesses can protect their workplaces, employees and customers against potential health and safety threats, including the prevention of the transmission of COVID-19 and other communicable diseases.**

The Orange County Inland Empire SBDC Network will create specialized training programs: including webinars and on-demand videos outlining how small businesses can maintain safe work environments for both their employees and customers. The network will develop guides and access to additional resources through organizations such as the Employment Development Department, OSHA and others. The SBDC will collaborate with the three counties in the service territory to build public service announcements, brochures on social distancing in the workplace and training webinars for employers and employees. For specialized industries, such as restaurants and retail businesses, the SBDC will work with state and local agencies to develop programming to educate businesses on proper protocols

**c. Understanding and preparing for the potential effects of sudden natural or manmade disasters on small business supply chains, operations, finances, payrolls, distribution and sale of products.**

The OCIE SBDC will create a program around preparing and surviving through a disaster in your business. SBDC's will serve as the small business information hub around the region for state and federal disaster preparedness resources. The SBDC will create a disaster recovery team of consultants that can assist business owners with surviving a disaster and recovering from it. These consultants will work directly with small business owners to assist them with developing their own disaster preparedness plan. Plans would include:

- Prepare: Includes risk assessment, mitigation, planning and training (output: emergency action and recovery plans)
- Response: A step-by-step execution of your plan
- Recovery (or continuity): Continue your business using your recovery plan

The SBDC will also build a disaster response plan that will include the following:

- Local on-the-scene team of consultants to assist impacted businesses with preparing disaster loan applications and other post-disaster challenges.
- Resources for impacted businesses outside of regular business hours such as weekend/evening outreach & counseling times, phone message center with 24hr response, dedicated online page(s).
- Help in coordination of resources and experts from around the state to assist small business owners.
- Representation at disaster-related resource partner meetings and public outreach events.

**d. How to develop robust web integration, online sales and marketing, cybersecurity for small businesses, online distribution and delivery services for small businesses.**

The Orange County Inland Empire SBDC Network will develop webinar series, tactical training programs and an on-demand video library to assist small businesses within the service territory on creating online sales, websites, customer relationship strategies and cybersecurity protocols. The on-demand library will be created as an OCIE SBDC Network platform that can be accessed by clients of the SBDC, on their time. Programming will be created and delivered through the digital media center and available at no cost to clients of the SBDC. Webinar series will be created for industry specific needs, such as, retailers and brick and mortars that need to create an online sales channel to increase their revenue. Utilizing Amazon, USPS, restaurant delivery services and other platforms for small businesses will be developed and provided throughout the network, both virtually and through in-person training. The network will create tactical programming that both educates small business owners and allows them to implement their learning into their business through labs will be created.

**e. How small businesses can develop and execute Continuity of Operations through planning, telework and remote management and customer service practices to sustain business activities during periods of interrupted business service.**

The Orange County Inland Empire SBDC Network will assist small businesses throughout the region with developing continuity plans for their business, in case another outbreak around COVID-19 or some other disaster occurs. The SBDC network will create training programs and informational pieces about how to develop continuity plans, prior to a disaster occurring. The network will bring in expertise and technology platforms to assist small businesses with developing customized continuity plans for their business. The network will provide professional development training to all SBDC consultants and staff to enhance their skill-sets around continuity planning, in case of business interruption.

**f. How to protect small business intellectual property.**

The Orange County Inland Empire SBDC Network, through its SBDCtech program, will bring in specialized intellectual property experts to offer training and consulting to the region's tech-based businesses. The network will create a virtual SBIR conference and will have wrap-around training and consulting opportunities throughout the region, to bolster the tech community with these skillsets and information. The SBDCtech programs, which consist of three centers within the region, will host virtual demo days, where SBDC clients will have the opportunity to showcase their tech business to the region. The demo days will include angel investors and venture capital groups, to



stimulate equity investment within the region. One of the biggest needs during times of recession are the need to bring tech start-ups together with equity investment to bring high wage jobs back to the region. The SBDCtech program will assist tech start-up companies from idea stage to feasibility to commercialization, while emphasizing the need for protecting intellectual property.

**g. The risks and mitigation of cyber threats in online commerce, remote customer service or telework practices by providing small businesses and entrepreneurs with a series of online and in-person cyber-security awareness training cohorts.**

Cyberattacks are on the rise and the number one target are small businesses and start-ups. Small businesses are a prime target for cyber-attacks due to the lack of basic security protocols and belief that they do not store valuable data. The OCIE SBDC's will create a statewide **CyberSafe** awareness program that will be designed to help protect businesses from cyberattacks and developed for the "non-technical" small business owners throughout our state. Each SBDC center within the network will have a certain number of professionally certified Cybersecurity business consultants that will be available to help small businesses evaluate the risk and identify the types of cyber threats, as well as teach best practices for proactively guarding against cyber threats. Specialists will be able to help prepare a comprehensive cybersecurity plan tailored for each individual business at no cost. The SBDC Network will create webinar series and on-demand video training programs designed to educate businesses throughout the region how to safeguard their businesses from a cyber-attack.

**h. How to mitigate the effects of reduced travel or outside activities on small businesses.**

The Orange County Inland Empire SBDC Network will create training programs and bring in technology-based experts and platforms to enhance small business awareness and capabilities of businesses to provide their services in a changing landscape. For brick and mortar businesses, the SBDC network will create training and consulting programs to help these businesses grow online businesses, to prevent a sales gap, if travel is banned or prohibited in the future. For service-based businesses, the SBDC network is working with sales and marketing organizations to build new skill-sets for small businesses to create online and virtual sales teams for continuity of their business.

Budget Justification Worksheet (Estimated Costs)

|                   |   |
|-------------------|---|
| Host Institution: | Riverside County Business and Community S |
| SBDC Name:        | Coachella Valley SBDC                     |
| Cognizant Agency: | SBA                                       |

**DO NOT MAKE CHANGES TO ANY CELL THAT IS BLACK OR**

| A. Personnel   |                   | SBA  | Cash Match | In-Kind | Total |
|--|-------------------|------|------------|---------|-------|
| Name   | Position/Title    |      |            |         |       |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
| Personnel Subtotals  |                   | \$ - | \$ -       | \$ -    | \$ -  |
| B. Fringe Benefits   |                   | SBA  | Cash Match | In-Kind | Total |
| Fringe Benefit Rate FT:                                    | 0%                | \$ - | \$ -       | \$ -    | \$ -  |
| Fringe Benefit Rate PT:                                    | 0%                | \$ - | \$ -       | \$ -    | \$ -  |
| Fringe Benefit Rate Student:                               | 0%                | \$ - | \$ -       | \$ -    | \$ -  |
| Fringe Benefit Rate Approved by Cognizant Agency? (Y/N) No |                   |      |            |         |       |
| Fringe Benefits Subtotals                                  |                   | \$ - | \$ -       | \$ -    | \$ -  |
| C. Travel  |                   | SBA  | Cash Match | In-Kind | Total |
| Number of Miles:   | 0                 | \$ - | \$ -       | \$ -    | \$ -  |
| Mileage Rate:  | \$ -              | \$ - | \$ -       | \$ -    | \$ -  |
| GSA Approved Mileage Rate:                                 | \$ -              | \$ - | \$ -       | \$ -    | \$ -  |
| ASBDC Conference Attendees                                 | Cost per Attendee | \$ - | \$ -       | \$ -    | \$ -  |
|  | 0 \$              | \$ - | \$ -       | \$ -    | \$ -  |
| In State Travel  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
| Out of State/International Travel                          |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
| Travel Subtotals   |                   | \$ - | \$ -       | \$ -    | \$ -  |
| D. Equipment   |                   | SBA  | Cash Match | In-Kind | Total |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
|  |                   | \$ - | \$ -       | \$ -    | \$ -  |
| Equipment Subtotal   |                   | \$ - | \$ -       | \$ -    | \$ -  |


| E. Supplies                                     | SBA           | Cash Match | In-Kind | Total         |
|---|---------------|------------|---------|---------------|
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
| Supplies Subtotal                               | \$ -          | \$ -       | \$ -    | \$ -          |
| F. Contractual                                  | SBA           | Cash Match | In-Kind | Total         |
| Small Purchase Acquisition Threshold Contractor | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
| Contractual Subtotal                            | \$ -          | \$ -       | \$ -    | \$ -          |
| G. Consultants                                  | SBA           | Cash Match | In-Kind | Total         |
| Counselors                                      | \$ 100,000.00 | \$ -       | \$ -    | \$ 100,000.00 |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
| Consultants Subtotal                            | \$ 100,000.00 | \$ -       | \$ -    | \$ 100,000.00 |
| H. Other  | SBA           | Cash Match | In-Kind | Total         |
| Rent  | \$ -          | \$ -       | \$ -    | \$ -          |
| Chamber of Commerce Dues                        | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
|   | \$ -          | \$ -       | \$ -    | \$ -          |
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|   | \$ -          | \$ -       | \$ -    | \$ -          |

|  |                            |            |                   |              |          |                 |          |       |                   |
|--|----------------------------|------------|-------------------|--------------|----------|-----------------|----------|-------|-------------------|
|  |                            | \$         | -                 | \$           | -        | \$              | -        | \$    | -                 |
|  |                            | \$         | -                 | \$           | -        | \$              | -        | \$    | -                 |
|  | Other Subtotal             | \$         | -                 | \$           | -        | \$              | -        | \$    | -                 |
|  | <b>Direct Cost Totals</b>  | \$         | <b>100,000.00</b> | \$           | <b>-</b> | \$              | <b>-</b> | \$    | <b>100,000.00</b> |
| I. Indirect Costs                            |                            |            |                   | SBA Indirect |          | Waived Indirect |          | Total |                   |
| Indirect Cost Rate Approved by Cognizant Age | 15%                        | \$         | -                 |              |          | \$              | -        | \$    | -                 |
| Method of Allocation                         | Modified Total Direct Cost |            |                   |              |          |                 |          |       |                   |
| Base Before Exclusions                       | \$                         | 100,000.00 |                   |              |          |                 |          |       |                   |
| Exclusions/Inclusions*                       | \$                         | -          |                   |              |          |                 |          |       |                   |
| Base After Exclusions                        | \$                         | 100,000.00 |                   |              |          |                 |          |       |                   |
| Total Allowable Indirect Costs               | \$                         | 15,000.00  |                   |              |          |                 |          |       |                   |
| Location                                     | On Campus                  |            |                   |              |          |                 |          |       |                   |
| Indirect Cost Rate Agreement Expiration Date | 5/30/2022                  |            |                   |              |          |                 |          |       |                   |
|  | Indirect Cost Subtotal     | \$         | -                 |              |          | \$              | -        | \$    | -                 |
|  | <b>Total Costs</b>         | \$         | <b>100,000.00</b> | \$           | <b>-</b> | \$              | <b>-</b> | \$    | <b>100,000.00</b> |

\*Exclusions are a dollar amount the rate agreement says to exclude. For example, Modified Total Direct Cost generally excludes Rent so you would list Rent as a positive number here.

\*Inclusions are \$25,000 per new service center. Enter as a negative number "-25000".



| U.S. Small Business Administration  |  | <b>NOTICE OF AWARD</b>  |  |  |  |
|---|--|---|--|---|--|
| 1. AUTHORIZATION (Legislation/Regulation)<br>15 USC 648; 31 USC 6305; 13 CFR Part 130   |  | 2. Grant/Cooperative Agreement No.<br>SBAHQ20C0071  |  |   |  |
| 3. RECIPIENT: (Name, Organizational Unit, Address)<br>CSU Fullerton Auxiliary Services Corporation<br>Attn: PAULINA TAGLE TAGLE<br>1121 N. STATE COLLEGE BLVD<br><br>FULLERTON CA 928313014                                       |  | 4. PROJECT PERIOD (Mo./Day/Yr.)<br>From 04/01/2020 Through 03/31/2021   |  |   |  |
|   |  | 5. BUDGET PERIOD (Mo./Day/Yr.)<br>From 04/01/2020 Through 03/31/2021  |  |   |  |
|   |  | 6. FEDERAL CATALOG NO.<br>59.037  |  | 7. ADMINISTRATIVE CODES<br>0603001EZ0137  |  |
| 8. TITLE OF PROJECT/PROGRAM (limit to 53 spaces)<br>SMALL BUSINESS DEVELOPMENT CENTERS CARES ACT  |  | 9. AWARD AMOUNT<br>Amount of SBA Financial Assistance   |  | \$3,673,073.00  |  |
| 10. DIRECTOR OF PROJECT (Program or Center Director, Coordinator or Principal Investigator)<br><br>NAME DANIEL MICHAEL<br><br>Last First Initial<br><br>ADDRESS: 800 N. STATE COLLEGE BOULEVARD, SGMH 5313<br>FULLERTON, CA 92831 |  | 11. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project)      |  |   |  |
|   |  | BUDGET YEAR   |  | TOTAL DIRECT COST   |  |
|   |  | a.  |  | b.  |  |
| 12. Approved Budget (Excludes SBA Direct Assistance)  |  | 13. Remarks (Other Terms & Conditions Attached) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |   |  |
| <input checked="" type="checkbox"/> SBA Funds Only <input type="checkbox"/> Total project costs including all other financial participation.  |  | SEE SUBPARTS A - F OF 2 C.F.R. § 200.0-200.521, THIS PART SUPERSEDES BLOCK 14.                                      |  |   |  |
|   |  | Federal Share   |  | Non-Federal Share   |  |
| a. Personal Service_____  |  | 2,194,390.38  |  | 0.00  |  |
| b. Fringe Benefits_____   |  | 198,229.00  |  | 0.00  |  |
| c. Consultants_____   |  | 463,636.36  |  | 0.00  |  |
| d. Travel_____  |  | 0.00  |  | 0.00  |  |
| e. Equipment_____   |  | 0.00  |  | 0.00  |  |
| f. Supplies_____  |  | 15,000.00   |  | 0.00  |  |
| g. Contractual_____   |  | 0.00  |  | 0.00  |  |
| h. Other_____   |  | 398,894.39  |  | 0.00  |  |
| i. TOTAL DIRECT COSTS_____  |  | \$3,270,150.13  |  | \$0.00  |  |
| j. Indirect cost_____   |  | 402,922.87  |  | 0.00  |  |
| (Rate) % of S & WTADC   |  |   |  |   |  |
| k. OTHER APPL. COSTS_____   |  | 0.00  |  | 0.00  |  |
| l. TOTAL APPROVED BUDGET  |  | \$3,673,073.00  |  | \$0.00  |  |
| *Must meet all matching or cost participation requirements subject to adjustment in accordance with   |  |   |  |   |  |
| 14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS :  |  |   |  |   |  |
| <input checked="" type="checkbox"/> 2 CFR Part 220 - Cost Principles for Educational Institutions   |  |   |  |   |  |
| <input type="checkbox"/> 2 CFR Part 225 - Cost Principles for State and Local Governments   |  |   |  |   |  |
| <input type="checkbox"/> 2 CFR Part 230 - Cost Principles for Non-Profit Organizations  |  |   |  |   |  |
| <input type="checkbox"/> FAR Subpart 31.2 - Principles for Determining Cost Applicable to Awards with For-Profit Organizations  |  |   |  |   |  |
| <input type="checkbox"/> 13 C.F.R. Part 143 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments  |  |   |  |   |  |
| <input checked="" type="checkbox"/> 2 CFR Part 215 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations.                           |  |   |  |   |  |
| <input checked="" type="checkbox"/> OMB Circular - A - 133 - Audits of States, Local Governments, and other Non-Profit Orgs.  |  |   |  |   |  |
| 15. THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE   |  |   |  |   |  |
| 16. CRS - EIN (N-one)   |  | 17. COUNTY NAME Orange  |  | 18. CONGRESSIONAL DISTRICT NO. 39   |  |
| 19a. CITY CODE 28000  |  | b. COUNTY CODE 059  |  | c. STATE CODE 06  |  |
| 19b. BUDGET CODE  |  | DOCUMENT NO.  |  | d. PROGRAM CODE 7007  |  |
| 20a. 2020.010400DB.603001.2041  |  | b. SBAHQ20C0071   |  | e. AMT. ACTION FIN. ASST. 3,673,073.00  |  |
| 21. AGENCY OFFICIAL (Signature, Name and Title)<br>Shaun D. Minick<br>Charles D. Kissel, Executive Director   |  | 22. DATE ISSUED (Mo./Day/Yr.)<br>05/06/2020<br>14 MAY 20  |  | d. HIGHER EDUCATION   |  |
| 23. RECIPIENT OFFICIAL (Signature, Name and Title)  |  | 24. DATE (Mo./Day/Yr.)  |  |   |  |

THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING.

- A. The program legislation and / or regulation cited in block 1.
- B. This award notice including terms and conditions, if any, noted under block 13, Remarks.
- C. SBA Federal Assistance Regulations or Manual issuances in effect at the beginning date of the budget period.
- D. The applicable program announcement, if any.
- E. SBA Policy Guidelines in effect as of the beginning date of the budget period.
- F. SBA Administrative Regulations / Guidelines in effect as of the beginning date of the budget period.

In the event that there are any conflicting or otherwise inconsistent policies applicable to this award, the above order of precedence shall prevail. Acceptance of ALL terms and conditions is acknowledged by the Recipient's Signature in block 23.

U.S. Small Business Administration

EXHIBIT C  
NOTICE OF AWARD

| ITEM NO.<br>(A) | ITEM OR SERVICE (Include Specifications and Special Instructions)<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | ESTIMATED COST    |               |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 |  |                 |             | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|                 | <p>DUNS Number: 106670755</p> <p>ADDITIONAL TERMS AND CONDITIONS ARE LOCATED HERE:</p> <p><a href="https://www.sba.gov/sites/default/files/resources/articles/2020_CARES_Act_Terms_and_Conditions_Final1.pdf">https://www.sba.gov/sites/default/files/resources/articles/2020_CARES_Act_Terms_and_Conditions_Final1.pdf</a></p> <p>The period of performance for this award is April 1, 2020 to March 31, 2021. A one-time 6-month no cost extension is available from April 1, 2021 to September 30, 2021, should you request it, in writing, by March 1, 2021.</p> <p style="text-align: center;"><i>George E Koklanaris</i></p> <p>George Koklanaris, Associate Administrator SBDC</p> <p>Payment:</p> <p style="padding-left: 40px;">Small Business Administration<br/>Ofc. of Small Bus. Development Ctrs<br/>6th Floor<br/>409 3rd St., S.W.<br/>sbdcpayments@sba.gov<br/>Washington DC 20416</p> <p>Accounting Info:<br/>2020.010400DB.603001.20410.4110.610001.0000000.0000.1480472</p> <p>Period of Performance: 04/01/2020 to 03/31/2021</p> |                 |             |                   |               |
| 0001            | <p>CSU FULLERTON AUXILIARY SERVICES CORPORATION</p> <p>Obligated Amount: \$3,673,073.00</p> <p>The total amount of award: \$3,673,073.00. The obligation for this award is \$3,673,073.00.</p>   |                 |             |                   | 3,673,073.00  |

U.S. Small Business Administration

EXHIBIT C  
**NOTICE OF AWARD**

| ITEM NO.<br>(A) | ITEM OR SERVICE (Include Specifications and Special Instructions)<br>(B) | QUANTITY<br>(C) | UNIT<br>(D) | ESTIMATED COST    |               |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 |  |                 |             | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|                 |  |                 |             |                   |               |



U.S. Small Business Administration

EXHIBIT C  
**NOTICE OF AWARD**

| ITEM NO.<br>(A) | ITEM OR SERVICE (Include Specifications and Special Instructions)<br>(B) | QUANTITY<br>(C) | UNIT<br>(D) | ESTIMATED COST    |               |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 |  |                 |             | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|                 |  |                 |             |                   |               |

OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS  
2020 TERMS AND CONDITIONS

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**I. ADMINISTRATIVE PROVISIONS**

**A. Points of Contact**

**1. Grants Management Specialist (GMS)**

Please refer to the 2020 SBDC Core Award for the contact information of the GMS assigned to the Recipient.

**2. Grants Officer's Representative (GOR)**

Please refer to the 2020 SBDC Core Award for contact information for the GOR, also known as the OSBDC Program Manager, assigned to the Recipient.

**3. District Office Project Officer (PO)**

Please refer to the 2020 SBDC Core Award for contact information of the PO assigned to the Recipient.

**4. SBDC Program Point of Contact for Reporting Fraud, Waste, or Abuse**

Please refer to the 2020 SBDC Core Award for contact information of the person assigned to the Recipient.

**5. Grant Recipient's Authorized Organizational Representative (AOR)**

Please refer to the 2020 SBDC Core Award for contact information of the AOR designated by the Recipient.

**B. Project and Budget Periods**

The period of performance for this award will consist of a base period of 12 months and an option period of up to six months. The period of performance dates are:

- April 1, 2020 through March 31, 2021, and
- April 1, 2021 through September 30, 2021 (6-month Option Period)

**C. Governing Authority/Order of Precedence**

This Award is subject to the following requirements and representations, whether stated explicitly or incorporated by reference:

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover pages and any other relevant, subsequently enacted laws.
2. Those Notice of Award terms and conditions set forth below.
3. Funding Opportunity No. OSBDC-COVID-2020-1.
4. Your accepted application for this Award, including all forms and certifications,



**OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS  
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and any subsequently approved additions or modifications.

In the event of a conflict between these requirements, the Order of Precedence listed above will determine which prevails. Unless explicitly stated otherwise, all deadlines discussed in this Notice of Award will be measured in terms of calendar days. By signing Block 23 of the Notice of Award cover page, you acknowledge your acceptance of all these requirements.

**II. SPECIAL TERMS AND CONDITIONS**

**A. Special Condition or Corrective Action Required**

Corrective actions required are located in the Agreement particular to the Recipient.

**B. Grant Recipient Responsibilities**

You, the Recipient/SBDC Network, acknowledge you will:

1. Comply with the requirements and authorities set forth in Parts I (C) above and III (A)(18).
2. Be responsive to SBA requests for information and communication. Changes to your organization's contact information, including your AOR or other designated representatives, must be reported promptly to SBA.
3. Conduct the project funded under this Award in accordance with your approved Technical Proposal, goals, milestones, and budget. Changes to these guiding documents must be submitted to SBA for pre-approval in accordance with Part III (A)(11) below. The negotiated goals set for this award are located at below on Table 1.
4. Promptly advise SBA of any difficulties you encounter or anticipate encountering that may affect the conduct of your project.
5. Cooperate with all programmatic and financial examinations and any accreditation reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding your project made as part of any such process.
6. Coordinate with SBA and other Agency resource partners operating within your project service area to maximize the effectiveness of your efforts and avoid duplication of products and services.
7. Promote SBA programs, products and services to clients, as appropriate.
8. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
9. Provide assistance to the small business community to the maximum extent possible, including providing full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan. The SBDC Lead Center and service centers services shall be available to the public during the normal hours of the business community throughout the year, as appropriate. In addition, provisions should be made to provide evening and weekend assistance, both online and through in-person service centers, as appropriate to meet local community demands and needs. Goals

**OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS  
2020 TERMS AND CONDITIONS**

are included in each Recipient Organization particular agreement.

10. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
11. Maintain adequate staffing levels for the delivery of client services, including replacing State/Regional Directors within 120 days.
12. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
13. Submit and update information to USASpending.gov, as required.
14. Use the funds provided through this award, to manage and operate, within a state, territory, or commonwealth, a small business development center(SBDC).
15. Use varied resources to counsel and train small business owners and managers in dealing with financial, marketing, and other operational and business opportunities and challenges. The SBDC will assist these clients in developing feasibility studies, business plans, cash flows, financial statements, and similar business measurement and evaluation concepts and tools. The SBDC must provide client counseling assistance at no cost to its clients. Program income is not permitted under this award; any projects designed to generate program income should be conducted under the core SBDC award.
16. Recipient organizations will continue to fund their service centers and subrecipient organizations consistent with how they currently fund these organizations through their core award but may also deploy CARE Act funds to fund new contracted personnel and contracted services. As such, the administrative burden at the Lead Center does not justify the \$25,000 inclusion in the indirect cost rate calculation, other than for new, openly competed and awarded contracts that are not currently a part of the SBDC Network.
17. Consult with State and Federal Export Assistance Centers, as appropriate, when counseling small businesses interested in exporting. For further guidance regarding export assistance requirements, see 15 U.S.C. §648(a).
18. Report emergency closures to the SBA Project Officer and OSBDC Program Manager as soon as feasible.
19. Assure that each subaward issued in association with this award is administered in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), applicable sponsoring agency regulations, and the terms and conditions of the prime award. Also assure that subrecipients comply with the Uniform Guidance and all appropriate flow-down provisions of this award.
20. Provide advance notice of all contracts, grants, and cooperative agreements you propose to enter into with other Federal agencies, either individually or as part of a joint effort with other parties. For further guidance, see 15 U.S.C. § 648 21(a)(5) and Part III (A)(11 e) below.

**OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS  
2020 TERMS AND CONDITIONS**

**C. SBA Responsibilities**

As the awarding agency, SBA will, subject to the availability of funds and continuing authority:

1. Carry out the duties and responsibilities imposed on it by the statutes and regulations governing this program.
2. Respond to requests for guidance or information related to the SBDC program.
3. Respond to requests for Agency participation and collaboration in project activities, as appropriate.
4. Promote the project by referring interested parties to you for assistance and displaying your printed materials.
5. Facilitate cooperation and coordination between you, other SBA resource partners, and other Federal agencies.
6. Review and act upon requests for modifications to your technical proposal, budget, key personnel, project/budget period, and other project parameters.
7. Review and act upon your reports and payment requests.
8. Where authorized by law, share SBA resources and/or donated materials.
9. Monitor your performance under this award and your ongoing operations to determine if you are making effective and efficient use of Project funds. Includes reviewing records, files, and procedures relating to your performance under this award, as well as interviewing Clients to gauge program effectiveness.
10. Make recommendations or decisions affecting the agreement including policy issues and provide technical advice and other actions.
11. Perform monitoring and oversight activities in order to determine whether you (the SBDC) have (has) developed procedures to track financial resources and whether these resources were devoted to fulfilling eligible SBDC program objectives.
12. Perform a reconciliation of financial forms (SF 270, SF 425 with actual expenditure attachments) semi-annually to ensure that you are fulfilling the terms and condition of this award.

**III. GENERAL TERMS AND CONDITIONS**

**A. Administrative Requirements**

This Award is subject to the requirements listed below. For further guidance regarding the administrative requirements applicable to this Award see 2 C.F.R. Part 200 (Subparts A-E).

**1. Non-Transferability**

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security. For further guidance regarding the prior approval process,

**OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS  
2020 TERMS AND CONDITIONS**

see Part III (A) (11) below.

**2. Sub-granting/Subcontracting**

This Award may not be sub-granted, to a single entity, but you may contract or subgrant to third parties, as per the proposal, to act as service centers (for the purpose of this award third party does not include SBDC service centers). You may not act as a pass-through or fiscal agent for the purpose of channeling award funds to other parties. You may contract with other parties for the performance of project support functions or services. You may not contract out the overall administration or day-to-day management of this project to any other party.

You may follow your own procurement policies and procedures when contracting with Project Funds, but you must comply with the requirements of 2 C.F.R. §§ 200.317 - 200.326. You are encouraged to purchase American-manufactured goods to the maximum extent practicable. American-manufactured goods are those products for which the cost of their component parts that were mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all their components. For further guidance regarding what constitutes an American-manufactured good (also known as a domestic end product), see 48 C.F.R. Part 25.

You must also comply with the requirements of 2 C.F.R §§ 200.330 - 200.332, Subrecipient Monitoring and Management.

**3. Record-Keeping**

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial and/or programmatic and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand within a reasonable amount of time during regular business hours and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records you must maintain on this project include:

- a. The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- b. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313(d).
- c. Your ledgers and annual 2 C.F.R. 200 (Subpart F) Audit Report. If you are not subject to the requirements of the Single Audit Act, you must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- d. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- e. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the



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SF-424B and Part III (A)(18) below.

Records may be kept in hard copy or electronic form and must be retained for no less than three years from the date the final project report is due.

For guidance on Financial Recordkeeping, see Section VI, 6.4.5 of the OSBDC Funding Opportunity -2020-01 and -02 Protection of Client Information.

Except where a Client consents in writing or as directed by SBA per the statute (15 U.S.C. § 648(a)(7)), SBDCs are not permitted to disclose any client Information to a third party (or share such information with other units of your organization not directly involved in the conduct of this project).

In addition, you cannot disclose a client's name, address, or telephone number to any party (including SBA), except where:

- f. The client consents in writing.
- g. A court orders such disclosure.
- h. SBA determines it is necessary for the purpose of conducting financial examinations or client surveys, or where other SBA products, services and/or programs could benefit the client or small business.
- i. However, SBA is also allowed access to client data for obtaining program activity information or conducting client surveys. For clients who have responded "yes" to Question 11 in Part I of SBA Counseling Information Form 641, the SBDC shall provide the information and data contained in Part I along with the small business name every 90 days. SBA will safeguard client and customer Personal Identifiable Information (PII).

**4. Restrictions on Certain Types of Clients**

You may not utilize project resources to provide counseling services to any concern that:

- a. Is other than small.
- b. Is based in a foreign country; with the exception of US affiliates or subdivisions of foreign companies can receive services as long as the combined company is still considered "small" under the size standards.
- c. Is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law.
- d. Derives more than one-third of its gross annual revenue from legal gambling activities.
- e. Presents live performances of a prurient sexual nature or derives more than a de minimis amount of revenue from the sale of products or services of a prurient sexual nature.

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- f. Is not organized for profit notwithstanding specific exceptions.

**Exception:** An SBDC may provide technical counseling and training services to nonprofit organizations who devote a significant amount of their own efforts and services to assisting small business. Such small-business serving nonprofits can be an important indirect resource to small business and entrepreneurs and thus may qualify for SBA-sponsored, resource partner technical assistance. Conversely, nonprofits that provide only minimal or ancillary services to small business would not qualify to receive SBDC counseling or training. More so, SBDCs are not required to provide technical services to nonprofits, as the SBDC must always prioritize serving small business and entrepreneurs.

Each SBDC Lead Office should establish its own written policy with regard to whether it will permit its Network to assist nonprofit organizations. In determining whether to provide technical assistance to nonprofits, the state or regional director should weigh the benefits against any reductions in the number of actual small businesses being served. As such, networks that adopt policies permitting such assistance should establish guidelines as to how much of the SBDC's time, resources or activities can be devoted to aiding nonprofits. When deciding if a nonprofit meets the criteria, an SBDC should look first at the amount of time the nonprofit devotes to serving small business and then look at the types of activities that the nonprofit provides. Examples of activities that warrant support include training programs for small business and entrepreneurs, small-business tax-preparation services and pre-entrepreneurship training programs such as assistance with business plans and financial literacy.

SBDCs may assist any nonprofit or faith-based organization that is eligible for SBA loan programs, established through guidance under the CARES Act.

For guidance regarding the provision of subgrants or counseling services to individuals and firms that are currently suspended or debarred by the Federal government, see Part III(B)(2) below.

**5. Reporting Requirements**

You must submit the reports identified in this section and in Parts III (A) (6) (7) and (8) below to the SBA on a quarterly basis. The required reporting forms may be obtained at <https://www.sba.gov/offices/headquarters/osbdc/resources/20351>. All reports are to be submitted by email from a single individual (such as State or Regional Director, designee, or principle investigator as examples) in accordance with the following distribution matrix (a) and with the recommended nomenclature (b) provided below:

a) Quarterly Performance and Financial Reports

- District Office, SBDC Project Officer
- OSBDC, Program Manager
- OSBDC, Grants Management Specialist

b) Report Labels and Subject Lines

- "CARES Act Quarterly Performance and Financial Reports", [Grant Number], [Network Name or Location]

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- “CARES Act Final Performance and Financial Reports”, [Grant Number], [Network Name or Location]

Quarterly reports must be received by SBA no later than 45 days after the conclusion of the applicable reporting period. The final report must be received by the SBA no later than 90 days after the conclusion of the project period. If you fail to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected. The quarterly reporting periods for this Award are based on the dates shown in block 5 (SBA Form 1222). The quarterly reporting periods and due date for this Award are as follows:

The reporting cycle for recipients must conform with the following calendar:

- April 1-June 30, 2020
- July 1-September 30, 2020
- October 1-December 31, 2020
- January 1-March 31, 2021
- April 1, 2021 – June 30, 2021
- July 1, 2021 - September 30, 2021

Networks are also responsible for providing brief, weekly snapshots on their efforts, outreach, practices, successes and other notable activities to their Program Managers for inclusion in the OSBDC Weekly Status Report (WSR). Submissions are due by COB of each Friday and may be sent via email with either attachments or as simple text.

**6. Performance Reports**

In accordance with the schedule listed in Part III (A)(5) above, you must submit your Performance Progress Reports electronically in a Word format using Standard Form PPR (SF PPR) or your own custom-designed format that includes all the same information required by the SF PPR. You must attach either the CARES Act Programmatic Reporting Template available at <https://www.sba.gov/offices/headquarters/osbdc/resources/20351>, (resources website) or a narrative statement to your SF PPR that details all of the same information requested in the template.

*Short-term Goals:* The short-term goals are in effect from April 1, 2020 through September 30, 2020. When calculating short-term goals, SBDCs are permitted to count all applicable activity towards their goals starting on March 9, 2020.

1. **Capital Assistance:** (Capital Infusion) Number of clients that receive information, counseling and training on Economic Injury Disaster Loans (EIDL), Paycheck Protection Program (PPP) loans and all SBA disaster loan programs. This assistance includes tracking the number of SBA and non-SBA disaster loans that SBDC clients applied for during the coronavirus crisis. SBDCs will also earn credit towards this goal by helping clients navigate the application process with lenders. While this goal will focus primarily on providing clients with capital access assistance and information, the SBDCs are still responsible for tracking and reporting the actual number of disaster loans they helped small businesses obtain. (SBDCs will continue to capture traditional 7(a), 504 and other SBA loans through the core grant’s annual Capital Infusion (CI) goal.)
2. **Small Business and Individuals Served:** (Unique Clients Served)

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Given the large number of small businesses and individuals seeking assistance by phone, online platforms and through SBDC-hosted webinars, it is difficult for the SBDCs to capture all of these small businesses with the SBA Counseling Information Form 641. Thus, the SBDC may count the total number of small businesses and individuals served towards this goal, as it is important for SBA and the entire small business community to know the full number of small businesses seeking and receiving SBDC assistance and training during and after the coronavirus crisis. To capture this goal, the SBDC must request that everyone seeking assistance complete an SBA Counseling Information Form 641 and provide the 641 form either directly, via email or as an attachment to the online platform or webinar. Given that many may choose not to complete an SBA Counseling Information Form 641, the SBDCs must also keep accurate records of the total number of small businesses who participate in this training and report these total numbers to the SBA.

3. **Consulting Hours:** (Jobs Supported) Given the unprecedented number of phone and online requests for information and guidance from the small business community, as well as those who advocate for the small business community, the SBDCs will capture and report the full level of support provided to small businesses seeking assistance. This reporting should be all-encompassing to provide an accurate picture of both the volume of correspondence and depth of technical support provided by the SBDCs.

*Long-term Goals* The long-term goals will be in effect from October 1, 2020 through September 30, 2021.:

1. **Capital Infusion:** Number of clients that receive EIDL, Paycheck Protection Program (PPP) loans and other COVID-19 and disaster assistance loans, as well as ongoing disaster capital assistance and counseling from the SBDCs.
2. **Unique Clients Served:** Number of Unique Clients Served (UCS) that receive post-COVID-19 related counseling and training disaster assistance. This metric requires an SBA Form 641.
3. **Jobs Supported:** Jobs Supported (JS) as a result of SBDC programs, counseling, training and subject-matter-expertise provided by the SBDC COVID-19-relief funding grant.

**7. Financial Reports**

In accordance with the schedule listed in Part III (A)(5) above, you must submit your Federal Financial Reports using Standard Form 425 (SF 425).

The first 3-months financial report must provide details of your actual expenditures to support the SF-425 and SF-270 for the SBDC Network. The Grants Management Specialist will conduct a mid-year review of your financial report of the actual program expenditures.

You may obtain the recommended forms and at <https://www.sba.gov/offices/headquarters/osbdc/resources/20351>. For the final



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report you must also provide detailed information regarding your actual expenditures broken down by the same cost category line items identified in your approved budget. For further guidance regarding SBA review and reconciliation of financial forms, see Part II (C)(14) above.

SBA recommends use of the **self-populating excel spreadsheet in support of the SF 425, Schedule of Indirect Cost, and OSBDC Price Cost Analysis Worksheet** for this purpose, but you may present the detailed cost data using your own format provided that format addresses all the required categories of information; all detailed cost data must be identified by object class category for SBA funds.

**8. Additional Data Submission Requirements**

In addition to the semiannual reports discussed in Parts III (A)(6) and (7) above, you must also annually submit a copy of your most recent audited financial statement. The GOR must receive your audit report no later than 120 days after the conclusion of your organization's fiscal year. Refer to 2 C.F.R. 200 (Subpart F) for more information.

You must also submit the following reports:

a. Client Service Data

You must collect and maintain records of counseling and training activities. See § III. A. 6. above for the manner of data collection acceptable. You are required to submit the client service information into SBA's Entrepreneurial Development Management Information System (EDMIS). You may submit the information by directly entering data into EDMIS or uploading batch files to the system. All fields must be completed when data is available, including but not limited to capital infusion data, number of employees, and other economic impact data. You are also required to complete the Economic Impact Report in EDMIS. If you do not currently collect economic impact data on a client- by client basis you may use general client survey data to complete the separate Economic Impact Report.

b. PIMS Maintenance

Lead Center SBDCs must maintain their center and Service Center information in SBA's Partner Identification Management System (PIMS), which interfaces with EDMIS. OSBDC will use PIMS to validate the network listing. The Lead Center SBDC will designate at least one employee to update PIMS and will provide their name, email address and phone number within the proposal. The PIMS designees will be given access to the PIMS application via SBA's General Login System (GLS) an authorized to make updates. The designated employee may contact [EDMISHelp@sba.gov](mailto:EDMISHelp@sba.gov) for more information if it is needed.

SBDCs must make the necessary updates in PIMS within 15 days of changes in contact information such as individuals, telephone numbers, fax numbers, e-mail and website addresses for Lead and Service Centers. However, EDMISHelp@sba.gov should not be used if your network has centers to be added, closed or assigned a location code. Instead, the designee must contact the appropriate OSBDC Program Manager within 15 days for centers to be added, closed or assigned a location code. Only OSBDC can add or close Centers and assign new location codes.

In the event of a change in the PIMS designee, the SBDC must alert their SBA

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District Office and their OSBDC Program Manager within 15 days.

**9. Project and Program Integrity**

You must avoid engaging in any actions that may harm the integrity of this project or the SBDC Program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, you must immediately remove them from involvement in this project.

You and Your employees must avoid both organizational and individual conflicts of interest in accordance with the principles identified in 2 C.F.R. § 2701.112.

You must avoid both organizational and individual conflicts of interest and your organization may not assist clients with whom it or its principals have business relationships, or in which it or its principals hold financial interests, whether based on debt or equity. Furthermore, you must not permit your employees or agents to assist clients in which they or their immediate family members have financial interests. Your organization, principals, employees, and agents also must not take advantage of any involvement in this project to direct or refer clients to outside business endeavors in which they or their immediate family members have financial interests.

You may not discharge, demote, or otherwise discriminate against any of Your employees, which includes volunteers, as a reprisal for their disclosing to an authorized person or body as described in 41 U.S.C. § 4712(a)(2) any information that the employee reasonably believes is evidence of one or more of the following: gross mismanagement of Your grant; a gross waste of Federal funds; an abuse of authority relating to Your grant; a substantial and specific danger to public health or safety; and/or a violation of law, rule, or regulation related to Your grant. Any of Your employees who believe they have been subjected to such a reprisal may submit a complaint to SBA's Inspector General Hotline via the internet at [www.sba.gov/OIG/Hotline](http://www.sba.gov/OIG/Hotline), via telephone at 1-800-767-0385 (telephone), or via mail at Office of Inspector General, ATTN: Hotline, 409 3rd Street, S.W., Suite 7150, Washington, D.C. 20416. You must inform Your employees in writing of the rights and remedies discussed in this paragraph in the predominant native language of Your workforce.

**10. Project Closeout**

For general guidance regarding project closeout procedures, see Subpart D of 2 C.F.R. §§ 200.343-200.344.

At the end date of this Award and if no follow-on award has been made (i.e., after the base period concludes and all available option periods have been exercised or declined and any no cost extension has expired, as applicable) this project will cease and you may not incur any new reimbursable expenses. You must submit your final performance and financial reports and your final requests for payment within 90 calendar days of the project end date. If you do not submit your final payment requests within 90 days of the project end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to you.

If you have not received a follow-on award, you must include a list of all equipment purchased with Project Funds along with your final performance and financial reports. That list must describe each piece of equipment and identify its

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purchase price, the percentage of that purchase price paid with Project Funds, and its current, depreciated value. You must also ask the GOR how to dispose of that equipment. For further guidance regarding the disposition of equipment purchased with Project Funds, see 2 C.F.R. § 200.439.

At the completion of the CARES Act project, the recipient may transfer supplies purchased with CARES Act funds, including those in excess of \$5,000, to the SBDC Core award; or the recipient shall follow the proper disposition procedures outlined by 2 CFR § 200.314 (a) with prior authorization from the SBA to transfer the supplies to another federal program or compensate the federal government should the recipient keep the equipment for use on a non-Federal program.

Where SBA has designated another organization as your successor for purposes of the SBDC Program, you must turn over all equipment, materials (including top-level domains and web content), and unexpended supplies purchased with Project Funds, as well as copies of all project records (including client files), to your designated successor in accordance with the procedures and timeline provided by SBA. You must make a good faith effort to facilitate the smooth transition of the Project to your designated successor.

**11. Actions Requiring Prior Approval**

Before taking any of the following actions, you must obtain advance approval from SBA:

- a. Changing the scope of the project or amending the approved project goals.
- b. Additional line item expenditures not specified or shown without cost on the approved budget.
- c. Any budget revisions to Federal funds including fund transfers between cost categories when the gross amount of funds involved is greater than 10 percent of the overall project budget.
- d. Changing the Lead Center director requires prior approval from the AA/SBDC, all other key personnel changes the SBDC must advise SBA of the change.
- e. Entering into a contract calling for the expenditure of \$250,000 or more in Project Funds, with the exception of subrecipient agreements or entering into a contract that, when combined with other contracts held by a single individual or organization (including affiliates, subdivisions, and subsidiaries), would result in that entity receiving \$250,000 or more in aggregated Project Funds unless included in the proposal. The contracts must be awarded via competition. Non-competitive contracting at this level is only allowed if You can demonstrate to SBA's satisfaction either: (i) there is only one possible source for a particular good or service or (ii) there is an emergency involving the risk of imminent damage to property or injury to people. For contracts between \$10,001 and \$250,000, you do not need to submit copies of the proposed contracts to the GOR for approval before executing them. However, you must obtain price quotes (either orally or in writing) from at least three qualified sources and inform SBA of these quotes in the corresponding payment requests/financial reports. If you do not choose to go with the lowest quote, you must explain why. For contracts of \$10,000 or less, you do not need to submit copies of the proposed contracts to the GOR for approval before executing them and the contracts are not required to be awarded via competition if Your organization considers their prices to be reasonable.

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- f. Purchasing or disposing of a piece of equipment with an acquisition cost of \$5000 or more, when not included in the proposal.
- g. Travel outside the United States and its territories.
- h. Changing the amount claimed for indirect costs in excess of the approved budget (Federal funds).
- i. Use of the "Powered by SBA" logo on any social media sites or services other than the SBDC project webpage.
- j. Use of Project funds for minor renovations of an existing facility.
- k. Establishing or reorganizing a legal entity.
- l. Each SBDC Lead Center is authorized to spend five percent of their budget across their entire network on marketing programs and literature on CARES Act funded activities. To ensure small businesses are aware of the expanded resources and programs offered by the SBDCs, each SBDC Lead Center is authorized to spend five percent of their budget across their entire network on marketing programs and literature for small business. Moreover, given the size of some Service Areas, the SBDC State and Regional Directors may ask the AA/SBDC in writing for permission to exceed the five percent threshold for marketing to ensure all small businesses and entrepreneurs can receive information on SBDC and SBA small business programs, services and loans.

You must submit requests for prior approval to the GOR 30 calendar days prior to the date of the proposed action. See 2 C.F.R. § 200.308; 2 C.F.R. 200 Subpart E; for further guidance regarding prior approval requirements, as applicable.

**12. Acknowledgment of SBA Support/Use of SBA's "Powered by SBA" logo/Publication Requirements**

It is important that your clients and the general public are aware of the SBDC Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, you must include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration."

For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and the "Powered by SBA" logo may not be used on such items. The "Powered by SBA" logo will be provided upon request to your GOR.

Where you use Project Funds to produce materials featuring editorial content, you must use the following alternate acknowledgment of support statement (either independently or in conjunction with the "Powered by SBA" logo):

"Funded in part through a Cooperative Agreement with the U.S.



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Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA.”

In addition, you must display signage featuring the “Powered by SBA” logo at all facilities that are open to the public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, you may use “SBA” in the acknowledgment of support statement instead of “U.S. Small Business Administration.”

You must use the “Powered by SBA” logo on materials produced with Project Funds. You may contact the GOR in order to obtain a high-resolution copy of the “Powered by SBA” logo and a copy of SBA’s Graphic and Use Guide. Where used, the “Powered by SBA” logo may be positioned in close proximity to your organization’s logo or may be placed in a prominent location elsewhere in the material. However, the “Powered by SBA” logo may not be placed in proximity to any third party’s logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization’s parent entity is not considered a third party). Additionally, in each instance where you use the “Powered by SBA” logo, you must also include the acknowledgement of support statement in reasonable proximity to the logo.

Neither the “Powered by SBA” logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, **UNDER NO CIRCUMSTANCES may the “Powered by SBA” logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual.** For further guidance regarding the prior approval process, see Part III (A) (11) above.

13. **Project Website**

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities related to the CARES Act. The project website must make reasonable accommodations for access by persons with disabilities and must feature the “Powered by SBA” logo and acknowledgement of support clause in a prominent location in accordance with Part III (A)(12) above. In addition, project websites are subject to the prior approval requirements of Part III (A)(11) and the project closeout requirements of Part III (A)(10) above.

You may not use the project website to advertise, promote, or endorse alcoholic beverages, tobacco products, sexual products (including dating services and pornographic materials); illegal or controlled substances or materials; gambling or gaming products or services; or any other products, services, or materials which may be harmful to the image or reputation of this project, the SBDC Program, or SBA.

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**14. Co-Sponsored Activities**

Your organization may collaborate with SBA, other Federal agencies, and other current SBA grant recipients for the purpose of co-hosting activities within the scope of this Award without the need for a separate written agreement. The “Powered by SBA” logo may be used in conjunction with such co-hosted activities. However, where a proposed activity with SBA includes contributors, co-hosts, or co-sponsors that are not other Federal agencies or current SBA grant recipients or involves undertakings that are outside the scope of this Award, the parties must work with SBA to execute a separate written co-sponsorship agreement. For further guidance regarding the use of the “Powered by SBA” logo, see Part III (A)(12) above.

**15. Accessibility of Facilities and Events**

In accordance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities you use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [insert contact information for the person who will make the arrangements].

**16. Applicable Law**

Except for circumstances in which Federal law defers to State or local law – such as zoning matters, building and business permits, and recording requirements – this Award will be governed by and construed under Federal law. Specifically, this Award is subject to the following laws, regulations, and policies in addition to those enumerated in the SF 424B (Assurances: Non- Construction Programs) you submitted as part of your approved application:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:
- 5 U.S.C. App. 1 (Inspector General Act of 1978)
- 15 U.S.C. § 631 et seq. (Small Business Act)
- 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000)
- 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014)
- 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182
- 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with Federal Government)
- 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as

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implemented by

- C.F.R. Parts 35 and 36
- 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas)
- 49 U.S.C. App. 1517 (Fly America Act)
- 2 C.F.R. Parts 180 and 2700 (Nonprocurement Debarment and Suspension)
- 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance)
- 13 C.F.R. Part 146 (Restrictions on Lobbying)
- 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements)
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving)
- Executive Order 13333 (Amending Executive Order 13257 to Implement the Trafficking Victims Protection Reauthorization Act of 2003)
- 22 U.S.C § 7104 (Prevention of Trafficking)
- Title 13, Code of Federal Regulations (CFR), Chapter 1, or SBA's Standard Operating Procedures (SOPs)
- Title VI of the Civil Rights Act of 1964
- 44 U.S.C § 3501 (Paperwork Reduction Act)
- Executive Order 12600 (Pre-disclosure notification procedures for confidential commercial information)
- 5 U.S.C § 552 (Freedom of Information Act)
- 15 U.S.C § 648 (SB Act, SBDC Program)
- P.L. 116-136 (Coronavirus, Aid, Relief, Economic Security CARES Act)
- 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act)
- 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations)
- 15 C.F.R. Parts 730-774 (Export Restrictions)
- 22 C.F.R. Parts 120-130 (International Traffic in Arms)
- 31 C.F.R. Parts 500-598 (Foreign Assets Control)

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**17. Dispute Resolution**

If a dispute arises between your organization and SBA on any matter not involving the suspension, termination, or non-renewal of this Award, you may request formal resolution of that dispute in accordance with 13 C.F.R. § 130.630.

**18. Termination/Suspension/Enforcement**

If you materially fail to comply with the terms and conditions of this Notice of Award, or with any requirement imposed by statute, regulation, executive order, or other source of law or policy, SBA will take whatever enforcement measures it deems appropriate to remedy that non-compliance. For further guidance regarding the enforcement measures that apply to this Award, see 13 C.F.R. § 130.700. SBA may also institute suspension or debarment proceedings against your organization as it deems necessary.

**B. Financial Requirements**

This Award is subject to the requirements listed below. For further guidance regarding the cost principles applicable to this award see 2 C.F.R. 200 Subpart E; or 48 C.F.R. Subpart 31.2, as appropriate.

**1. Charging Costs to this Award**

All costs charged to this Award are subject to audit and examination. You are responsible for ensuring proper management and accounting of Project funds in order to avoid cost disallowances. All direct costs charged to this Award must be reasonable given the relevant market and industry area and the nature of the good or service involved. Direct costs claimed by your organization must also be allowable under the relevant cost principles and be clearly and specifically allocable, either in whole or in part, to the project funded by this Award. In addition, you are not permitted to charge costs associated with any of the following items or activities to this Award:

- Transactions with suspended or debarred entities, as discussed in Part III (B)(2) below.
- New construction of facilities or acquisition of real estate; however, project funds may be used to pay for minor renovations of an existing facility with prior approval of the AA/OSBDC on a case-by-case basis.
- Litigation, whether civil, criminal, or administrative.
- Providing matching contributions to any other Federal awards.
- Meals, lodging, per diem, or other subsistence expenses associated with local travel, unless approved by the Program Manager (however, Project Funds may be used to pay transportation expenses for local travel). Local travel is any travel conducted entirely within a 50-mile radius of your organization's address of record.

In accordance with 2 CFR 200.405(d), if a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then,



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notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis.

Under this provision, I think if an SBDC can reasonably determine how much both the core SBDC and CARES Act grants benefit from a shared item of cost like software (for example, if 70% of their use of the software is related to the core SBDC award and 30% of its use relates to the CARES Act grant) then it should allocate the cost of the software between the two awards.

**2. Transactions with Suspended or Debarred Entities**

You cannot use Project Funds or Project Resources to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such entities are currently suspended or debarred. In addition, you cannot use Project Funds to provide counseling services related to Federal contract, grant, or loan opportunities to individuals or firms that are currently under suspension or debarment by a Federal agency. Training may be provided on these three topics without regard to an individual's suspension or debarment status.

You are responsible for verifying that entities paid or (where applicable) assisted with Project Funds or Project Resources are not suspended or debarred in order to avoid subsequent disallowance of costs under this Award. To determine if an individual or firm is suspended or debarred or have an unresolved debt with a Federal agency. You may consult the System for Award Management (<https://www.sam.gov/>). Additionally, in cases involving the counseling of clients, you may require clients to certify they are not currently suspended or debarred prior to receiving assistance relating to Federal contract, grant, or loan opportunities. For further guidance regarding suspension and debarment, see 2 C.F.R. Parts 180 and 2700.

**3. Liability/Indemnification**

Any liability arising from the conduct of this project, except as it directly relates to SBA employees or facilities, is solely your responsibility. SBA will not indemnify you or your employees or officers and, with the exception of insurance, no Project Funds may be used to cover costs related to liabilities arising under this Award. For further guidance regarding insurance costs, see 2 C.F.R. Subpart E §200.447.

SBA is not a party to any contracts, subgrants (where permitted), or other agreements between your organization and third parties. SBA will have no involvement in any disputes arising from such agreements. You are liable to SBA for any amounts paid from Project Funds to third parties, which are subsequently determined to have been unallowable or otherwise improper.

**4. Adherence to the Approved Budget**

You must expend Project Funds in accordance with Your approved budget. You do have the discretion, however, to transfer Project Funds between individual cost categories provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent of Your total approved budget. Before making any transfers that would cumulatively result in Your exceeding this 10 percent cap, you must obtain approval from SBA. Failure to adhere to the approved budget or obtain the necessary prior approval will result in denial of payment by SBA. For further guidance regarding the prior approval process, see Part III(A)(12) above.

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**5. Limitations on Reimbursable Indirect Costs**

Upon request and documented in the budget procedures, SBA will permit up to 15% of the total Federal funding available for the entire SBDC Network under the CARES Act for indirect cost reimbursement in accordance with each entity's respective indirect cost rate agreement and with the policies and procedures governing this cost category.

**6. Funds from Multiple SBA Awards**

If your organization holds any other current financial assistance awards from SBA, you must avoid commingling of funds and overlapping or double claiming of costs and deliverables among those awards. You must treat each project as separate and discrete with individual reporting, accounting, and audit trails.

**7. Matching Funds**

Matching funds are not required for this Award.

**8. Dispositions of Program Income**

Program income is not permitted under this award; any projects designed to generate program income should be done under the Core SBDC award.

**9. Refunds of Award Expenses**

If you receive a refund of FICA/FUTA taxes or other project costs previously paid under this Award, you must immediately report such refund to SBA, regardless of whether the Project Period has ended. The amount of the refund must be remitted to SBA if the cost was paid with Federal funds.

**10. Financial Stability**

In order to continue being entrusted with public funds, your organization must maintain a sufficient level of financial stability. Examples of failure to maintain sufficient financial stability include, but are not limited to, excessive and/or unresolved indebtedness (whether to the Federal government or other parties), repeated failure to make payroll, and/or operating at a deficit for an extended period of time. Your lack of financial stability may lead SBA to suspend, terminate, or decline to renew this and any other Awards You receive from the Agency and may also lead to Your debarment by SBA.

For further guidance regarding enforcement actions SBA may take under this Award, see Part III (A)(18) above. For further guidance regarding debarment, see 2 C.F.R. Parts 180 and 2700.

**11. Advance Payment**

The Recipient shall include a request for advance payment (SF-270) with their Application for Federal Assistance in the amount of 25% of the entire grant.

SBDCs may charge COVID-19 program related advance expenses and pre-award costs incurred since February 15, 2020, to this grant.

**12. Reimbursement Payment**

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**After the advance payment, payments will be made by reimbursement. For general guidance regarding payments under this Award, see 2 C.F.R. Subpart D §200.305. You must draw down Federal funds only as needed to meet actual or estimated expenditures for the relevant reporting period. You must avoid accumulating Federal funds in excess of current disbursement needs.**

To request payments, you must provide SBA with your bank routing number and account information and submit a Standard Form 270, 'Request for Advance or Reimbursement', signed by the authorized representative of the Recipient organization. Any failure by you to properly complete and submit the required forms will cause substantial delay in processing your payment request.

- a. Forms must be submitted via email to [covidpayments@sba.gov](mailto:covidpayments@sba.gov).
- b. The Recipient must enter in block 4 (Standard Form 270), the appropriate Agreement/Document Number to identify the budget year of the Federal funds requested for payment.
- c. The Recipient must fill-in block 5 of SF-270 (Partial Payment Request Number) in sequential order to indicate the cumulative number of forms submitted to the OSBDC.
- d. You must attach a Certification Statement with each SF 270 as follows:

“ By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. code title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

The Certification Statement should be signed by an official who is authorized to legally bind the non-Federal entity. For example, the AOR (Agency Official Representative) or designate finance person in the Grants and Contracting office and/or the SBDC.

**Your first payment will be a one-time only “Advance” of 25% of your total award amount. The rest of your payments will be on a quarterly, reimbursable basis.**

**You are responsible for submitting all payment requests quarterly, along with the rest of the required reporting documents. SBA will not process any payment request you submit more than 90 calendar days after the conclusion of the relevant Budget Period.** For further guidance regarding project closeout procedures, see Part III (A)(10) above. For all Federal funds disbursed under this Award, you must retain copies of receipts, invoices, subcontracts, and similar items providing documentary support in accordance with Part III (A)(3) above. All payments will be made based on your demonstrated, bona fide disbursement requirements, consistent with the approved budget and project goals and milestones.

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In accordance with 2 C.F.R. § 200.305(b)(6), SBA may withhold payments if You fail to comply with project objectives, Federal statutes, regulations, the terms and conditions of this Award, and/or the program requirements. Additionally, SBA reserves the right to offset any funds payable to You under this Award in order to collect debts or other financial claims the Agency may hold against you under this program or any other SBA program.

**13. Private Sector Competition**

SBDCs should not compete with the private sector and must make every effort to avoid the appearance of competition with the private sector.

**14. Publication and Postage Requirements**

Any publication generated by an SBDC with program funds, whether copyrighted or not, must include an acknowledgment of support by SBA. For further guidance regarding the Use of the "Powered by SBA" logo and acknowledgment of support see Part III (A) (12) above. This includes, but is not limited to, newsletters and training brochures. Publications produced by the SBDC must promote SBDC services and provide information of direct benefit to the SBDC's local small business community.

Lead Centers and SBDC Service Centers are not authorized to utilize any type of SBA postage franking privilege.

**15. Changes in Points of Communication**

The SBDC Lead Center Director must notify the SBA District Director(s) and the OSBDC within 10 days when changes occur in contact information such as physical addresses for Lead and Service Centers, telephone numbers, fax numbers, email and website addresses.

**16. Financial Examinations, Programmatic Reviews & CARES Act Oversight**

Pursuant in 15 USC § 648(k) and 13 CFR Part 130 Section 810, biennial programmatic and financial examinations of SBDCs are conducted on behalf of the AA/SBDC or a representative. Specific to these criteria, you must provide information regarding programs, priorities, services, resources and goals committed to within the technical proposal. Activities conducted with CARES Act funding can be reviewed under the purview of the AA/SBDC oversight authority.

**IV. DEFINITIONS**

The following definitions apply to this Award. For additional definitions relating to the SBDC Program, see 13 CFR 130.110 and Funding Opportunity Announcement Number OSBDC-2020-01 and 02.

**Award** – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant or cooperative agreement.

**Capital Assistance** – (Capital Infusion) Number of clients that receive information, counseling and training on Economic Injury Disaster Loan (EIDL), Paycheck Protection Program (PPP) loans and all SBA disaster loan programs. This assistance includes tracking the number of SBA and non-SBA disaster loans that SBDC clients applied for during the coronavirus crisis. SBDCs will also earn credit towards this goal by helping clients navigate the application process with lenders. While this goal will focus primarily on providing clients with capital assistance



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information, the SBDCs are still responsible for tracking and reporting the actual number of disaster loans they helped small businesses obtain. (SBDCs will continue to capture traditional 7(a), 504 and other SBA and non-SBA loans through the core grant's annual Capital Infusion (CI) goal.) This is a short-term goal.

**Capital Infusion** – Number of clients that receive EIDL, Paycheck Protection Program (PPP) loans and other COVID-19 and disaster assistance loans, as well as ongoing disaster capital assistance and counseling from the SBDCs. This is a long-term goal. This goal activity begins October 1, 2021.

**Client** – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.

**Client Information** – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.

**Consulting Hours** – (Jobs Supported) Given the unprecedented number of phone and online requests for information and guidance from the small business community, as well as those who advocate for the small business community, the SBDCs will capture and report the full level of support provided to small businesses seeking assistance. This reporting should be all-encompassing to provide an accurate picture of both the volume of correspondence and depth of technical support provided by the SBDCs. This is a short-term goal.

**Jobs Supported** – Jobs Supported (JS) as a result of SBDC programs, counseling, training and subject-matter-expertise provided by the SBDC COVID-19-relief funding grant. This is a long-term goal.

**Paycheck Protection Program (PPP) Loans** – an SBA loan, created under the CARES Act, designed to help small businesses keep their workforce employed, as well as pay rent, utilities, healthcare, business mortgages and more during the COVID-19 crisis.

**Economic Injury Disaster Loan (EIDL)** – an SBA disaster loan that provides economic relief to businesses experiencing trauma due to a disaster. EIDL, along with PPP, are the two main disaster-loan programs for small business affected by the coronavirus (COVID-19) crisis. An eligible small business may request an advance of up to \$10,000 through EIDL.

**Option Year** – subsequent extension of the award's period of performance. If exercised, the option year will be awarded as a no-cost extension.

**Program Income** – program income is not permitted under this award; any projects designed to generate program income should be done under the Core SBDC award.

**Project Funds** – all funds covered by the project budget.

**Project Resources** – non-monetary items such as facilities, equipment, supplies, and staff time that are utilized to further project objectives and whose costs are supported (in whole or in part) with Project Funds.

**Small Business and Individuals Served** – (Unique Clients Served) Given the large number of small businesses and individuals seeking assistance by phone, online platforms and through SBDC-hosted webinars, it is difficult for the SBDCs to capture all of these small businesses with the SBA Counseling Information Form 641. Thus, the SBDC may count the total number of small businesses and individuals served towards this goal, as it is important

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for SBA and the entire small business community to know the full number of small businesses seeking and receiving SBDC assistance and training during and after the coronavirus crisis. To capture this goal, the SBDC must request that everyone seeking assistance complete an SBA Counseling Information Form 641 and provide the 641 form either directly, via email or as an attachment to the online platform or webinar. Given that many may choose not to complete an SBA Counseling Information Form 641, the SBDCs must also keep accurate records of the total number of small businesses who participate in this training and report these total numbers to the SBA. This is a short-term goal.

**Unique Clients Served** – Number of Unique Clients Served (UCS) that receive post-COVID-19 related counseling and training disaster assistance. This metric requires an SBA Form 641. This is a long-term goal.

**You** – The Recipient Organization for this Award.

**Weekly Status Report** – (WSR) Weekly SBDC snapshot that each lead center submits by COB of each Friday to their respective OSBDC Program Manager providing a brief overview of the network's efforts, outreach, practices, successes and other notable activities.

V. **APPROVED BUDGET –**

The approved budget is included with the individual Notice of Award, SBA Form 1222, to each particular Recipient.

**Note:** All costs approved on this budget must meet the tests of necessity, reasonableness, allowability, and allocability in accordance with applicable cost principles. All costs charged to this agreement are subject to audit. Recipients are responsible to ensure proper management and financial accountability of Federal funds to preclude future cost disallowances.

**U.S. Small Business Administration (SBA)  
Office of Small Business Development Centers (SBDCs)**

Funding Opportunity Announcement No.  
OSBDC-COVID-2020-1

REQUEST FOR WORK PLAN AND BUDGET INFORMATION  
(Fiscal Year 2020 Funding)

Base Year Budget Period:  
April 1, 2020 through March 31, 2021

Option Year Budget Period:  
April 1, 2021 through September 30, 2021

Opening Date: April 10, 2020  
Closing Date: April 24, 2020

The purpose of this Funding Opportunity Announcement (FOA) is to provide current SBA funded Small Business Development Centers (SBDCs) with resources to provide education, training and business advising to small businesses that have experienced supply chain disruptions, staffing challenges, a decrease in gross receipts or customers or a closure as a result of COVID-19.

This is a **non-competitive funding opportunity announcement**; therefore, there is no synopsis posted at grants.gov. This FOA along with one attachment - the OSBDC Cost Price Analysis Worksheet - was emailed to the SBDC Directors on April 10, 2020. All other required SBA forms relevant to this request are located at [www.sba.gov/offices/headquarters/osbdc](http://www.sba.gov/offices/headquarters/osbdc).

Proposals responding to this FOA must be received via email at [SBDCGrantsq@sba.gov](mailto:SBDCGrantsq@sba.gov) no later than 5:59:59 PM Eastern Daylight Time, April 24, 2020. No other methods of submission will be permitted. Proposals submitted after the stipulated deadline will be rejected without being evaluated.

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### **Work Plan Narrative Guide**

For each section below, the work plan narrative must address **all** the requests in that section. The total response to the requests in this work plan narrative must be limited to five (5) pages. This does not include other required attachment(s). Please use the sections below to organize your Work Plan Narrative. Narratives longer than five (5) pages will not be considered.

#### **I. Statement of the Problem**

- a. Describe the specific needs of small businesses resulting from the COVID-19 public health emergency in the SBDC Service Area, and
- b. Describe the current economic and business climate of the geographic region your SBDC network serves.

#### **II. Performance Summary**

Given the unprecedented upheaval caused by the coronavirus on the economy, the CARES Act has allocated resources for the SBDC network to build small business relief programs in their respective states and regions. The networks have some discretion on how these resources are allocated and the types of staff that they hire; however, they must adhere to the guidelines below in Section III under Performance Objectives, Performance Metrics and Milestones.

To ensure small businesses are aware of the expanded resources and programs offered by the SBDCs, each SBDC Lead Center is authorized to spend five percent of their budget across their entire network on marketing programs and literature for small business. Moreover, given the size of some Service Areas, the SBDC State and Regional Directors may ask the AA/OSBDC in writing for permission to exceed the five percent threshold for marketing to ensure all small businesses and entrepreneurs can receive information on SBDC and SBA small business programs, services and loans. This marketing material should also provide important information to protect small businesses from falling victim to scams, predatory lenders and other nefarious actors.

Acquisition of technology services and/or hardware may be necessary to best enable and expand the means and abilities of the SBDC network to deliver training and advising services through remote access technologies. This may include, but is not limited to, technologies which enable the use of toll-free phone numbers, call centers, broadband and/or cellular services, web-based video conferencing and website development. The brief budget narrative should clearly describe the hardware and/or services to be acquired and the planned or anticipated improvement in program delivery.



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**III. Performance Objectives, Performance Metrics and Milestones**

**Performance Objectives:** Describe the project's approach and how project activities will generate results for small businesses impacted by COVID-19 by providing counseling, education, training and business advising to small businesses on:

- a. Accessing and applying for financial resources, to include Paycheck Protection Program (PPP) loans, SBA Economic Injury Disaster Loans (EIDL) and all types of SBA and non-SBA loan programs so small businesses can effectively access capital and promote business sustainability, growth and resilience.
- b. How small businesses can protect their workplaces, employees and customers against potential health and safety threats, including the prevention of the transmission of COVID-19 and other communicable diseases.
- c. Understanding and preparing for the potential effects of sudden natural or manmade disasters on small business supply chains, operations, finances, payrolls, distribution and sale of products.
- d. How to develop robust web integration, online sales and marketing, cybersecurity for small businesses, online distribution and delivery services for small businesses.
- e. How small businesses can develop and execute Continuity of Operations through planning, telework and remote management and customer service practices to sustain business activities during periods of interrupted business service.
- f. How to protect small business intellectual property.
- g. The risks and mitigation of cyber threats in online commerce, remote customer service or telework practices by providing small businesses and entrepreneurs with a series of online and in-person cyber-security awareness training cohorts.
- h. How to mitigate the effects of reduced travel or outside activities on small businesses.

**Performance Metrics:** Given the unprecedented circumstances of the coronavirus' impact on small businesses, the SBA is implementing two different sets of goals for the SBDCs, three short-term goals and three more traditional, long-term goals. The short-term goals are designed to accurately reflect the needs of small business during and immediately after the economic shutdown and the long-term goals, are designed to measure small business activity in a more normal business environment. The short-term goals are in effect from April 1, 2020 through September 30, 2020. The long-term goals will be in effect from October 1, 2020 through September 30, 2021. When calculating their

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short-term goals, SBDCs are permitted to count all applicable activity towards their goals starting on March 9, 2020.

**Short-term Goals:**

1. **Capital Assistance:** (Capital Infusion) Number of clients that receive information, counseling and training on Economic Injury Disaster Loan (EIDL), Paycheck Protection Program (PPP) loans and all SBA disaster loan programs. This assistance includes tracking the number of SBA and non-SBA disaster loans that SBDC clients applied for during the coronavirus crisis. SBDCs will also earn credit towards this goal by helping clients navigate the application process with lenders. While this goal will focus primarily on providing clients with capital assistance information, the SBDCs are still responsible for tracking and reporting the actual number of disaster loans they helped small businesses obtain. (SBDCs will continue to capture traditional 7(a), 504 and other SBA loans through the core grant's annual Capital Infusion (CI) goal.)
2. **Small Business and Individuals Served:** (Unique Clients Served) Given the large number of small businesses and individuals seeking assistance by phone, online platforms and through SBDC-hosted webinars, it is difficult for the SBDCs to capture all of these small businesses with the SBA 641 form. Thus, the SBDC may count the total number of small businesses and individuals served towards this goal, as it is important for SBA and the entire small business community to know the full number of small businesses seeking and receiving SBDC assistance and training during and after the coronavirus crisis. To capture this goal, the SBDC must request that everyone seeking assistance complete a 641 form and provide the 641 form either directly, via email or as an attachment to the online platform or webinar. Given that many may choose not to complete a 641 form, the SBDCs must also keep accurate records of the total number of small businesses who participate in this training and report these total numbers to the SBA.
3. **Consulting Hours:** (Jobs Supported) Given the unprecedented number of phone and online requests for information and guidance from the small business community, as well as those who advocate for the small business community, the SBDCs will capture and report the full level of support provided to small businesses seeking assistance. This reporting should be all-encompassing to provide an accurate picture of both the volume of correspondence and depth of technical support provided by the SBDCs.

**Long-term Goals:**

1. **Capital Infusion:** Number of clients that receive EIDL, Paycheck Protection Program (PPP) loans and other COVID-19 and disaster assistance loans, as well as ongoing disaster capital assistance and counseling from the SBDCs.

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2. **Unique Clients Served:** Number of Unique Clients Served (UCS) that receive post-COVID-19 related counseling and training disaster assistance. This metric requires an SBA form 641.
3. **Jobs Supported:** Jobs Supported (JS) as a result of SBDC programs, counseling, training and subject-matter-expertise provided by the SBDC COVID-19-relief funding grant.

#### IV. Financial Justification

- a. Provide an SF-424 and an SF-424A, a brief budget narrative and the required OSBDC Cost Price Analysis Workbook that describes how the funding being requested will support the realization of the SBDC network mission. Note: The SF-424 and SF-424A are located at [www.sba.gov/offices/headquarters/osbdc/resources/20351](http://www.sba.gov/offices/headquarters/osbdc/resources/20351).
- b. Matching funds are not required.

#### V. Risk Assessment

As required by 2 C.F.R. § 200.205(b), applicants will be further evaluated by SBA senior staff to assess the possible risks they may pose. In assessing the possible risks posed by an applicant, SBA will consider the Applicant's:

- a. Financial stability;
- b. Management systems quality and its ability to meet the management standards prescribed in 2 C.F.R. § 200.302;
- c. History of performance in managing other Federal awards, including: timeliness of providing required reports; compliance with the terms and conditions of the award; ability to meet matching funds requirements; and the extent to which the Applicant has failed to fully expend funds provided under prior awards;
- d. Results, reports and findings from any of its available audits or programmatic reviews and its responses to them; and
- e. Ability to effectively implement statutory, regulatory or other requirements.

#### VI. Eligible Applicants

To be eligible for this Funding Opportunity, an Applicant must be an existing SBDC Lead Center currently funded by SBA.

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**VII. Ineligible Applicants**

The following applicants will automatically be considered ineligible and their applications will be rejected without being evaluated:

- a. Any organization that is NOT a currently SBA funded SBDC Lead Center.

**VIII. Additional Information/Documents**

- a. **Indirect costs or Facilities and Administrative (F&A) charges** are currently reimbursed under the regular SBDC core program funding. The purpose of this supplemental funding is to provide for temporary services to affected small business concerns who suffered, in many cases, extreme economic injury as a result of the COVID-19 pandemic in 2020. In order to ensure that the maximum amount of CARES Act funds are available to directly assist affected small business concerns, the SBA Administrator requests that host institutions cover specific COVID-19 relief indirect costs against the indirect costs built into the annual core grant. However, at the request of the SBDC community made during the negotiating process required by the CARES Act, SBA has agreed to make exceptions for institutions that demonstrate a need for additional resources. In such circumstances, SBA will permit up to a 15% indirect cost rate against the supplemental funding available under the CARES Act.

- b. **For Contracts between \$10,001 and \$250,000**, the SBDC network do not need to submit copies of the proposed contracts to the Grants Management Specialist (GMS) or Program Manager (PM) for approval before executing them. However, the Applicant must obtain price quotes (either orally or in writing) from at least three qualified sources and inform SBA of these quotes in the corresponding payment requests/financial reports. If the Applicant does not choose to go with the lowest quote, the Applicant must explain why.

- c. **For contracts of \$10,000 or less**, the Applicant does not need to submit copies of the proposed contracts to the GMS or PM for approval before executing them and the contracts are not required to be awarded via competition if the SBDC host organization considers the prices to be reasonable.

The SBDC network also may not contract out the overall administration or day-to-day management of this project to any other party.

- d. **The SBDC network may**, however, hire contracted business advisors and subject-matter-experts for the functions and program delivery detailed in this Funding Opportunity.
- e. **Any other documentation** the Applicant believes supports its proposal.

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**IX. Advance Payments, Quarterly and Final Payments and Reporting Requirements**

**Advance Payments**

OSBDC will advance 25% of the total amount of each respective award immediately upon receiving an acceptable application from each SBDC. This one-time advance payment will enable the SBDC networks to begin hiring new employees and building new programs for the small-business COVID-19 relief effort. With the SBDC network application complete an SF-270 Request for Advance. Please make sure to check the **“Advance”** box on the form.

All other payments submitted will be on a reimbursable cost basis. These payment requests should be included with other required SBDC network quarterly reports. A complete and correct package is required to receive the reimbursable payments.

SBDCs may charge COVID-19 program related advance expenses and pre-award costs incurred since February 15, 2020 to this grant.

**Quarterly Payments and Reporting Requirements**

Performance Reports must address the SBDC network’s progress toward meeting activities, objectives and performance goals from the approved proposal Reports should also include a discussion of issues the SBDC believes may impair its ability to achieve these items by the end of the budget period, accompanied by proposed actions for improvement.

SBDCs will submit metrics quarterly through the SBA Office of Entrepreneurial Development EDMIS portal and provide a quarterly report, not to exceed 10 pages, to OSBDC within 45 days after each Federally recognized quarter. These quarterly reports must also include an SF-270 Request for Payment and a completed SF-425 detailed below.

Quarterly Period of Performance dates for reporting are below. The payments and reports are due 45 days after the period of performance.

- April 1, 2020 - June 30, 2020 – This will be for your advance payment report.
- July 1, 2020 - September 30, 2020
- October 1, 2020 -December 31, 2020
- January 1, 2021- March 31, 2021

If the SBDC network exercises an Option Year, the required reporting cycles would include:

- April 1, 2021 – June 30, 2021
- July 1, 2021 - September 30, 2021
- October 1, 2021 -December 31, 2021
- January 1, 2022 - March 31, 2022



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SBDCs will also submit periodic Best Practices and Success Stories on COVID-19 small business relief efforts provided directly to the OSBDC Program Manager for inclusion in the OSBDC Weekly Status Reports (WSR).

All payments, including the SBDC network's first advance payment, and reports should be sent via email to the following email address: [Covidpayments@sba.gov](mailto:Covidpayments@sba.gov).

SBDCs should submit financial reports quarterly to [Covidpayments@sba.gov](mailto:Covidpayments@sba.gov). The SF-425 Federal Financial Report (FFR) should show actual funds spent (expenditures) and any bills you are going to pay (unliquidated obligations incurred), both for the reporting period and cumulatively. The SF-425 must be signed by an authorized representative of the SBDC's host institution. All financial reports should include a budget versus actual expenditure report. The SBDC must submit financial reports with the same regularity as progress reports.

### **Final Payments and Reports**

The SBDC network will provide a final, comprehensive report, not to exceed 30 pages, within 90 days after the end of the period of performance. As part of the quarterly and final reports SBDCs will provide numerical metrics quarterly through EDMIS as outlined in Section III under Performance Objectives, Performance Metrics and Milestones.

Both Quarterly and Final Reports will include, but are not limited to:

- Efforts to develop services to assist COVID-19-affected small businesses;
- Notable counseling and training programs offered by the SBDC;
- Updates on EIDL, PPP and other SBA loan and non-SBA programs;
- Challenges faced by small businesses after the effects of COVID-19;
- The number of unique small businesses served by the SBDC;
- Other relevant outcome performance data with respect to small business, including number of employees affected, effect on sales, disruptions in supply chains, efforts to improve remote and online sales and marketing, cybersecurity efforts, small-business intellectual property protection efforts and efforts to mitigate the effects of disasters on small business operations;
- SF-425;
- SF-270; and
- Budget versus Actuals worksheet.

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**X. Submission Instructions**

All proposals (narratives, budgets and forms) must be submitted electronically to [SBDCGrantsq@sba.gov](mailto:SBDCGrantsq@sba.gov).

NO OTHER FORMS OF SUBMISSION WILL BE ACCEPTED. Required forms are available at [www.sba.gov/offices/headquarters/osbdc](http://www.sba.gov/offices/headquarters/osbdc). Non-federal entities are required to have a DUNS number and must be registered with the System for Award Management (SAM). If you experience technical difficulties with your submission, contact your designated OSBDC Program Manager.

SBDCs must return the completed application within 14 calendar days from the date this Funding Opportunity is posted.

**XI. Checklist of Required Submissions**

**Checklist of Required Submissions for the OSBDC-COVID 2020-1**

**Work Plan Narrative & Budget Information Request**

Address & submit all information requested by the Work Plan & Budget Information Request

OPEN DATE: April 10, 2020 CLOSE DATE: April 24, 2020

- The work plan narrative must be limited to 5 pages. For each section, the narrative should address all requests included in that section. Provide responses in the order detailed in the Funding Opportunity Announcement.
- A general statement stipulating that the information provided for in the core award cooperative agreement is still valid and applicable.
- Organization Chart (ONLY if it has changed since the most recent application for core award funding application.) (An organizational chart should include names and positions for all proposed full-time and part-time program staff working on this SBDC Network project.)
- Provide position description for the SBDC Network and senior level Directors. (ONLY provide if key personnel changed since your most recent application for core award funding.)
- SF-424 Form located at <https://www.sba.gov/offices/headquarters/osbdc/resources/20351>
- SF-424A Form located at <https://www.sba.gov/offices/headquarters/osbdc/resources/20351>
- Brief budget narrative to support project costs.
- OSBDC Cost Price Analysis Workbook Form

**PERFORMANCE PROGRESS REPORT  
SF-PPR**

|  |   | Page  | of<br>Pages |
|--|---|---|-------------|
| 1. Federal Agency and Organization Element to Which Report is Submitted  | 2. Federal Grant or Other Identifying Number Assigned by Federal Agency | 3a. DUNS Number   |             |
|  |   | 3b. EIN   |             |
| 4. Recipient Organization (Name and complete address including zip code)   |   | 5. Recipient Identifying Number or Account Number   |             |
| 6. Project/Grant Period<br>Start Date: (Month, Day, Year)    End Date: (Month, Day, Year)  | 7. Reporting Period End Date<br>(Month, Day, Year)                      | 8. Final Report? <input type="checkbox"/> Yes<br><input type="checkbox"/> No  |             |
|  |   | 9. Report Frequency<br><input type="checkbox"/> annual <input type="checkbox"/> semi-annual<br><input type="checkbox"/> quarterly <input type="checkbox"/> other<br>(If other, describe: _____) |             |
| 10. Performance Narrative <i>(attach performance narrative as instructed by the awarding Federal Agency)</i>   |   |   |             |
| 11. Other Attachments <i>(attach other documents as needed or as instructed by the awarding Federal Agency)</i>  |   |   |             |
| <b>12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.</b> |   |   |             |
| 12a. Typed or Printed Name and Title of Authorized Certifying Official   |   | 12c. Telephone (area code, number and extension)  |             |
|  |   | 12d. Email Address  |             |
| 12b. Signature of Authorized Certifying Official   |   | 12e. Date Report Submitted (Month, Day, Year)   |             |
| 13. Agency use only  |   |   |             |

## ***Performance Progress Report (PPR) Instructions***

The *Performance Progress Report (PPR)* is a standard, government-wide performance progress reporting format used by Federal agencies to collect performance information from recipients of Federal funds awarded under all Federal programs that exceed \$100,000 or more per project/grant period, excluding those that support research. General instructions for completing the *PPR* are contained below. For further instructions on completing the *PPR*, please contact the agency's points of contact specified in the "Agency Contacts" section of your award document.

### **Report Submissions**

1. The recipient must submit the *PPR* cover page and any of the forms (*PPR A-F*), which the Federal agency requires, as specified in the award terms and conditions.
2. The *PPR* must be submitted to the attention of the agency's points of contact specified in the "Agency Contacts" section of the award document in accordance with the requirements established in the award document.
3. If additional space is needed to support the *PPR*, supplemental pages should be attached. The additional pages must indicate the following at the top of each page: Federal Grant or other Identifying Award Number, Recipient Organization, DUNS Number, EIN, and period covered by the Report. Page numbers should be used if a particular page is used more than once.

### **Reporting Requirements**

1. All recipients of grants or cooperative agreements awarded under all Federal programs that exceed \$100,000 or more per project/grant period, excluding those that support research, are required to submit a *PPR* in accordance with the terms established in the award document.
2. The *PPR* must be submitted at least once yearly, on a quarterly, semi-annual, or annual basis, as directed by the awarding Federal agency in the award document. A final *PPR* shall be required at the completion of the award agreement.
3. For interim *PPRs*, the following reporting period end dates shall be used: 3/31; 6/30; 9/30; and or 12/31. For final *PPRs*, the reporting period end date shall be the end date of the project/grant period.

4. The frequency of required reporting is stated in the solicitation and award documents. Interim *PPRs* are due not later than 45 days after the end of each reporting period. Final *PPRs* are due not later than 90 days after the end of the reporting period end date.

| Performance Progress Report |   |   |
|-----------------------------|---|---|
| Item                        | Data Elements   | Line Item Instructions for SF-PPR   |
| 1                           | Awarding Federal agency and Organizational Element to Which Report is Submitted   | Enter the name of the awarding Federal agency and organizational element identified in the award document or otherwise instructed by the agency. The organizational element is a sub-agency within an awarding Federal agency.  |
| 2                           | Federal Grant or Other Identifying Number Assigned by the awarding Federal agency | Enter the grant/award number contained in the award document.   |
| 3a                          | DUNS Number   | Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number.   |
| 3b                          | EIN   | Enter the recipient organization's Employer Identification Number (EIN) provided by the Internal Revenue Service.   |
| 4                           | Recipient Organization  | Enter the name of recipient organization and address, including zip code.   |
| 5                           | Recipient Account Number or Account Number  | Enter the account number or any other identifying number assigned by the recipient to the award. This number is strictly for the recipient's use only and is not required by the awarding Federal agency.   |
| 6                           | Project/Grant Period  | Indicate the project/grant period established in the award document during which Federal sponsorship begins and ends. Note: Some agencies award multi-year grants for a project/grant period (e.g., 5 years) that are funded in increments known as budget periods or funding periods. These are typically annual increments. Please enter the project/grant period, not the budget period or funding period. |
| 7                           | Reporting Period End Date   | Enter the ending date of the reporting period. For quarterly, semi-annual, and annual reports, the following calendar quarter reporting period end dates shall be used: 3/31; 6/30; 9/30; and or 12/31. For final PPRs, the reporting period end date shall be the end date of the project/grant period. The frequency of required reporting is usually established in the award document.                    |
| 8                           | Final Report  | Mark appropriate box. Check "yes" only if this is the final report for the project/grant period specified in Box 6.   |
| 9                           | Report or Frequency   | Select the appropriate term corresponding to the requirements contained in the award document. "Other" may be used when more frequent reporting is required for high-risk grantees, as specified in OMB Circular A-110.   |
| 10                          | Performance Narrative   | Attach performance narrative as instructed by the awarding Federal agency.  |
| 11                          | Other Attachments   | Attach other documents as needed or as instructed by the awarding Federal agency.   |



| Performance Progress Report                 |   |  |
|---|---|--|
| Item  | Data Elements   | Line Item Instructions for SF-PPR  |
| Remarks, Certification, and Agency Use Only |   |  |
| 12a   | Typed or Printed Name and Title of Authorized Certifying Representative | Authorized certifying official of the recipient.   |
| 12b   | Signature of Authorized Certifying Official                             | Original signature of the recipient's authorizing official.  |
| 12c   | Telephone (area code, number and extension)                             | Enter authorized official's telephone number.  |
| 12d   | Email Address   | Enter authorized official's email address.   |
| 12e   | Date Report Submitted (Month, Day, Year)                                | Enter date submitted to the awarding Federal agency. Note: Report must be received by the awarding Federal agency no later than 90 days after the end of the reporting period. |
| 13  | Agency Use Only   | This section is reserved for the awarding Federal agency use.  |

### Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 0970-0334. The time required to complete this information collection is estimated to average twenty-six (26) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have suggestions about the accuracy of the estimate, we would be happy to hear from you.** You can e-mail us at [infocollection@acf.hhs.gov](mailto:infocollection@acf.hhs.gov).