

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



ITEM: 3.27
(ID # 21022)

MEETING DATE:

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

Tuesday, February 28, 2023

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Ratify and Approve Subcontract No. S-7966-County of Riverside Office of Economic Development, and S-7967-County of Riverside Office of Economic Development, by and Between CSU Fullerton Auxiliary Services Corporation (ASC) and the County of Riverside, by and through its Office of Economic Development for Capital Infusion Consulting and Expansion of Services through the Coachella Valley Small Business Development Center (CVSBDC) for one year, Districts 4 and 5. [\$180,000 Total Cost - 100% State] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the approval of Subcontract No. S-7966-CROED (CIP Agreement) and S-7967-CROED (TAEP Agreement) are exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Ratify and Approve the attached CIP Agreement by and between the ASC and the County of Riverside Office Economic Development to provide capital infusion consulting services through the Coachella Valley Small Business Development Center (CVSBDC), with a term that commenced on October 1, 2022 and will end on September 30, 2023 in the amount of \$50,000 with a \$50,000 match requirement to be paid from the existing 2022 U.S. Small Business Administration grant and the 2023 U.S. Small Business Administration grant pursuant Subcontract No. S-7789-CROED;

Continued on Page 2

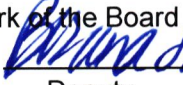
ACTION:Policy

Suzanne Holland
Suzanne Holland, Director of Office of Economic Development 2/3/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Gutierrez
Nays: None
Absent: Perez
Date: February 28, 2023
xc: OED

Kimberly Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and Approve the attached TAEP Agreement by and between the ASC and the County of Riverside Office Economic Development for the expansion of technical assistance consulting services through the CVSBDC, with a term that commenced on October 1, 2022 and will end on September 30, 2023 in the amount of \$130,000 with no match requirement;
4. Authorize the Chair of the Board of Supervisors to sign the CIP Agreement and the TAEP Agreement on behalf of the County; and
5. Authorize the Director of the County of Riverside Office of Economic Development, or designee, to take necessary steps to implement the CIP Agreement and the TAEP Agreement, including, but not limited to, signing subsequent, necessary and relevant documents, and approve any non-substantive amendments to the CIP Agreement and the TAEP Agreement, provided a County match requirement is not required, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 135,000	\$ 45,000	\$ 180,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment: N/A	
			For Fiscal Year: 22/23-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Board of Supervisors has annually approved Subcontracts between the Office of Economic Development 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 federal funding for these contracts comes from a U.S. Small Business Administration (SBA) annual grant. The CVSBDC is located in the Indio Workforce Development Center, and its service territory covers the area from the community of Cabazon to the City of Blythe in eastern Riverside County. The CVSBDC's core service is small business consulting; services are designed to assist small businesses in solving problems and fostering small business growth, expansion, innovation, productivity, and management improvement. The purpose of this item is to request approval for the Subcontracts for capital infusion and expansion of technical assistance consulting services by the CVSBDC through an agreement with California Governor's Office of Business and Economic Development (GO-Biz) to provide funding for one-on-one business consulting, program development, and training services.

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On July 13, 2022, ASC requested that its network of service providers, including the CVSBDC, request funding from GO-Biz for two separate programs: capital infusion consulting and the expansion of technical assistance services. The Office of Economic Development submitted a proposal on behalf of CVSBDC requesting \$50,000 in funding for capital infusion and \$130,000 for technical assistance expansion. ASC selected the Office of Economic Development's proposals and allocated the requested \$180,000 to the CVSBDC for the federal fiscal year 2022-23, which starts in October. While the funding is provided for one fiscal year in accordance with the federal government's calendar, it will in effect be spread over portions of the County's FY22/23 and FY23/24. The funding must be spent entirely on one-on-one consulting for CVSBDC clients seeking access to capital to start or expand their business and for the expansion of technical assistance services. The agreements memorializing the use of the GO-Biz funding for capital infusion and expansion of technical assistance consulting services are attached as Subcontract No. S-7966-CROED and S-7967-CROED.

Subcontract No. S-7966-CROED Capital Infusion Program (CIP Agreement)

The proposed CIP Agreement between the Office of Economic Development and ASC has a term commencing on October 1, 2022, and ending September 30, 2023, with a contract amount of \$50,000. ASC will reimburse the Office of Economic Development for capital infusion consulting services costs as set forth in Exhibit B attached to the proposed CIP Agreement. There is a one-to-one matching requirement that will be met through the existing CVSBDC contract funding from ASC derived from the SBA under the CVSBDC Agreement, which was previously executed by the Director of Office of Economic Development per authority granted by the Board on July 26, 2022, (Agenda Item No. 3.30). Thereafter, the matching funds shall be paid using funds derived from the Office of Economic Development's CVSBDC grant from SBA for FY 2023-2024 funding. No funds will be used from the County's general fund. To date, the CVSBDC has already provided capital infusion consulting services to 65 business clients and provided 230 hours of consulting under the expanded services provided through the GO-Biz Funding Agreement.

Subcontract No. S-7967-CROED Technical Assistance Expansion Program (TAEP Agreement)

The proposed TAEP Agreement between the Office of Economic Development and ASC has a term commencing on October 1, 2022, and ending September 30, 2023, with a contract amount of \$130,000. ASC will reimburse the Office of Economic Development for the expansion of existing technical assistance consulting services, marketing, program development and training costs as set forth in Exhibit B attached to the proposed TAEP Agreement. There is no matching requirement from ASC for the TAEP Agreement. To date, the CVSBDC has already provided consulting services to 55 business clients and provided training to 258 businesses under the expanded services provided through the GO-Biz Funding Agreement.

The proposed CIP Agreement and the TAEP Agreement were delayed due to internal administrative processes and a longer than anticipated contract development period.

Pursuant to the California Environmental Quality Act (CEQA), the CIP Agreement and TAEP Agreement to provide funding to the CVSBDC (Project) were reviewed and determined to be categorically exempt under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption. The agreements relate to

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GO-Biz Funding which provides capital infusion consultation and training program funding to CVSBDC within the existing Indio Workforce Development Center Office. This will involve one-on-one counseling for access to capital assistance 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 Workforce Development Center Office may have a significant effect on the environment, as the services to be provided solely relate 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.

Office of Economic Development staff recommends ratification and approval of the attached CIP Agreement and the TAEP Agreement, including the attached exhibits. County Counsel has approved the Subcontracts as to form.

Impact on Residents and Businesses

By providing capital infusion consulting and expanding technical assistance services, the County is encouraging private sector job growth for citizens, promoting public-private partnerships and providing assistance to encourage new business starts and help existing businesses expand and succeed.

Additional Fiscal Information

The Subcontract No. S-7966-CROED will require match payments which will be derived from the 2022 and 2023 SBA Subcontracts and will not require any Office of Economic Development matching funds. S-7967-CROED will not require matching funds as ASC will provide from their matching funds. Fund 21100 Department ID 1901000000 of the Economic Development Program will be utilized to track all expenditures of the GO-Biz capital infusion consulting and training programs. Financial reporting of revenue and expenditures for the Subcontract No. S-7966-CROED and S-7967-CROED will be prepared and submitted as required by the Subcontracts.

Attachments

1. Subcontract No. S-7966-County of Riverside Office of Economic Development (CROED)
2. S-7966-CROED Exhibit A
3. S-7966-CROED Exhibit B
4. S-7966-CROED Exhibit C
5. S-7966-CROED Exhibit D

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6. Subcontract No. S-7967-County of Riverside Office of Economic Development (CROED)
7. S-7967-CROED Exhibit A
8. S-7967-CROED Exhibit B
9. S-7967-CROED Exhibit C
10. S-7967-CROED Exhibit D



Aaron Gettis, Deputy County Counsel 2/15/2023

SUBCONTRACT NO. S-7966-CROED

THIS SUBCONTRACT NO. S-7966-CROED (hereinafter referred to as the "Subcontract") is entered into by and between **the COUNTY OF RIVERSIDE**, a political subdivision of the State of California, by and through its Office of Economic Development (hereinafter "Subcontractor"), host administrative agent for the Coachella Valley Small Business Development Center, located in Indio, California and **CSU FULLERTON AUXILIARY SERVICES CORPORATION** (hereinafter, "ASC") a California non-profit corporation which is a recognized auxiliary and fiscal agent of 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. Subcontractor and ASC are individually referred to herein as a "Party" and collectively as the "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 California Governor's Office of Business and Economic Development GO-Biz (hereinafter "Prime Sponsor") under Agreement Number CIP2022-L04 (hereinafter referred to as the "Agreement"), incorporated herein with this reference and attached as **Exhibit C** (Prime Award);
- B. **WHEREAS**, ASC desires to retain Subcontractor to perform services as specified in **Exhibit A** (Scope of Work) attached hereto and incorporated herein with this reference and intends to compensate Subcontractor for such services, as described in **Exhibit B** (Budget) attached hereto and incorporated herein with this reference;
- 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, and the Exhibits; and,
- D. **WHEREAS**, Subcontractor and any additional subcontractors retained by Subcontractor agree to abide by all of the terms and conditions of this Subcontract and the Prime Award as set forth therein.

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

Michael Daniel

Regional Director

California State University, Fullerton

800 N. State College Blvd., SGMH-4157B

Fullerton, CA 92831

Administrative

Sydney Dawes

Director, Office of Sponsored Programs

CSU Fullerton Auxiliary Service Corp.

1121 N. State College Blvd.

Fullerton, CA 92831-3014

Telephone: (657) 278-5168
Email: midaniel@fullerton.edu

Telephone: (657) 278-4103
Email: sdawes@fullerton.edu

For Subcontractor:

Technical/Programmatic/Administrative

Robert Moran

Deputy Director, County of Riverside Office of Economic Development

3403 10th Street, 4th Floor

Riverside, CA 92501

Telephone: (951) 955-6673

Email: rmoran@rivco.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, County of Riverside Office of Economic Development, or their respective designees, for the respective Party.

2. **Scope of Work.** Subcontractor shall complete Leading Indicator Metrics of 180 clients assisted and 910 consulting hours provided and assist Lead Center to achieve the Lagging Indicators described in the Scope of Work which is attached and incorporated as **Exhibit A**.
3. **Term of Contract.** The period of performance of this Subcontract shall be from October 1, 2022 through September 30, 2023, subject to extension by the Prime Sponsor and mutual agreement of both Parties.
4. **Compensation.** Reimbursement of funds under this Subcontract is limited to **Fifty Thousand Dollars (\$50,000.00)**, as shown in **Exhibit B**.
5. **Matching Funds Requirement.** Subcontractor shall provide total Matching Funds of **Fifty Thousand Dollars (\$50,000.00)**, as shown in **Exhibit B**.

Note: The matching funds requirement is being met through the core SBDC grant from SBA OSBDC, under SBA Cooperative Agreement number SBAHQ22B0082. Thereafter, the matching funds shall be met through the core SBDC grant from SBA for 2023 funding.

6. **Delivery.** All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before September 30, 2023.
7. **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.
8. **Termination of Subcontract.** Either Party may terminate this Subcontract upon thirty (30) calendar days advance written notice to the other Party. Upon termination of this Subcontract, ASC agrees to compensate Subcontractor for all unavoidable expenses reasonably incurred by Subcontractor in the

performance of its work under this Subcontract by the date of termination, and Subcontractor agrees to complete services and/or provide required deliverables through the date of termination.

9. **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.
10. **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.
11. **Assignment.** No part of this Subcontract may be assigned by either Party without the prior written consent of both Parties.
12. **Reporting Requirements.** Both financial and performance reporting are due at the end of each quarter of the contract period. In the event that there was no activity in the quarter, a financial and performance report are still due and would state that there was no activity or spenddown during the quarter. Subcontractor must submit an electronic version of the quarterly performance report in Microsoft Word to the Lead Center within twenty (20) calendar days after the completion of a calendar quarter. Reports must be submitted utilizing the GO-Biz template in Excel and PDF format. Each quarterly report must include the following items: (a) one (1) unique success each quarter, (b) PDF of GO-Biz template which must be signed by the Director, (c) general ledger for each invoice is to match the GO-Biz template, (d) host institution invoice required and must match general ledger and GO-Biz template, (e) Neoserra activity report for consulting and training by consultant: (i) the Go-Biz template must be accompanied by an activity report for consulting and training activities that matches the GO-Biz template stated hours for consulting and training per consulting, and (ii) funding sources must properly align in Neoserra with what is being reporting and invoiced, (f) underperformance report required if metrics or invoicing milestones are not met as indicated as follows: (i) Q1 spenddown or metrics achieved are not at 15%, (ii) Q2 spenddown or metrics achieved are not at 40%, (iii) Q3 spenddown or metrics achieved are not at 75%, (iv) Q4 spenddown or metrics achieved are not at 100%. The Lead Center reserves the right to reduce funding during the program year, if the center is unable to meet its quarterly spenddown.

The annual report is due within twenty (20) calendar days upon close of the grant period. Subcontractor must submit required reports utilizing GO-Biz template provided in **Exhibit D (Reporting Template) attached hereto and incorporated herein with this reference.**

Failure to submit required reports as identified in **Exhibit A** will result in the voiding of invoice payments for the period unless prior approval to submit late reports has been granted by the Lead Center Director, or designee.

The Lead Center reserves the right modify or request additional reporting information from the Subcontractor as requested by the Prime Sponsor.

- 13. Invoicing and Payment.** Subcontractor shall invoice ASC for actual expenses incurred during the term of the Subcontract and in accordance with the budget in **Exhibit B**. Invoices shall be mailed to the address listed below and emailed to both kmpayne@fullerton.edu, jessjuarez@fullerton.edu and [cc: oriveron@fullerton.edu](mailto:oriveron@fullerton.edu):

OCIE SBDC
Ms. Katrina Smith, Associate Regional Director
800 N. State College Blvd.
SGMH-4157
Fullerton, CA 92831

Subcontractor shall invoice the Lead Center for actual expenses incurred during the term of the Subcontract and in accordance with the budget in Exhibit B, and shall deliver such invoices to the Lead Center within twenty (20) calendar days of the close of each quarter. Subcontractor will submit itemized invoices to the Lead Center quarterly. Each invoice shall include an itemized expenditure report, accompanied by general ledger with a detailed transaction report, supporting documentation and any necessary chart of accounts. The Lead Center agrees to pay *approved* invoices within forty-five (45) calendar days upon receipt of an acceptable and accurate invoice. In no event shall the Subcontractor request reimbursement from the Lead Center for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Subcontract.

The invoice containing final costs to be paid by the Lead Center shall be identified as the “Final Invoice”. Final Invoice expenditures shall reflect costs incurred but not previously submitted for the period ending September 30, 2023. The Final Invoice shall be paid upon satisfactory completion of Subcontract work and submittal of all the reports required in this Subcontract.

“Satisfactory completion” as used in this Subcontract means that the Subcontractor has complied with all the terms, conditions, and performance requirements of this Subcontract. All award and matching funds shall be used solely for the purpose of performing the work as set forth in their Subcontract and **Exhibit A**.

“Approved invoice” means a complete and accurate invoice and performance package.

14. Content and Order of Precedence

Included in this Subcontract are the following exhibits and all exhibits are hereby incorporated by reference into this Subcontract

- a. Exhibit A Scope of Work

- b. Exhibit B Budget
- c. Exhibit C Prime Award
- d. Exhibit D Reporting Templates

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

- 15. Indemnification.** All Parties to this Subcontract agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, students, 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, students, or volunteers. The provisions of this Paragraph do not apply to any damage or losses caused solely by the gross negligence or intentional acts of the non-indemnifying Party or any of its agents or employees. The indemnity set forth in this Paragraph 15 shall survive for a period of one (1) year after the expiration or earlier termination of this Subcontract.
- 16. 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.
- 17. Notice of Force Majeure.** Subcontractor agrees to give ASC written notice of an event of force majeure under this Paragraph 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.
- 18. Public Records.** Subcontractor acknowledges that ASC is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). This Subcontract and materials submitted by Subcontractor to ASC may be subject to a PRA request, except in the event that such documents submitted to ASC are considered confidential information and exempt under the PRA. In the event records of the Subcontractor are requested through a PRA, ASC will notify the Subcontractor, as soon as practicable that a PRA request for the Subcontractor's information has been received, but not less than five (5) business days prior to the release of the requested information to all the Subcontractor to seek an injunction. ASC will work in good faith with the Subcontractor to protect the information to the extent an exemption is provided by law.
- 19. 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.

20. **Retention of Records.** Subcontractor agrees to maintain and preserve all records relative to this Subcontract for three (3) years after termination. 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."
21. **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 Prime Sponsor and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Subcontractor.
22. **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.
23. **Applicable Law.** This Subcontract and any disputes concerning it shall be interpreted under the laws of the State of California. Any legal action related to the performance or interpretation of this Subcontract shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.
24. **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.
25. **Days.** Any reference to days in this Subcontract, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.
26. **Entire Subcontract.** This Subcontract, including any referenced exhibits, attachments, appendices and references, constitutes the entire Subcontract and supersedes any other written or oral representations, statements negotiations, or agreements.

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

For:
COUNTY OF RIVERSIDE, a
political subdivision of the State of
California, by and through its Office
Of Economic Development

For:
CSU Fullerton Auxiliary Services Corporation




KEVIN JEFFRIES
Board of Supervisors

Charles D. Kissel
Executive Director

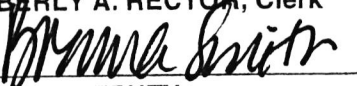
Dated: 2/28/23

Dated: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Stephanie K. Nelson
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

Center Name: **CV SBDC**

Go-Biz CIP (FY 22-23)	\$50,000
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Scope of Work:

Each service center is expected to at minimum, complete their leading indicator metrics. Leading Indicator metrics are derived from the following calculations: Number of consulting hours was derived from 100% of the total GO-Biz CIP contributed budgets. Number of clients was calculated by dividing the number of consulting hours by five.

Leading Indicators:

Each center will be expected to reach at minimum, the leading indicators as detailed below.

Number of Clients	180
Number of Consulting Hours	910

Lagging Indicators (Network Goals):

Each center will be tasked with assisting the network with reaching and exceeding all of the below lagging goals. While centers will not be given separate lagging indicator metrics, future year funding will be based on the level of performance from the previous year.

Total Clients Counseled	1,000
Capital Infusion – Debt Funding	\$10,000,000
Capital Infusion – Equity Capital	\$30,000,000
Capital Infusion – Non-Dilutive	\$1,000,000

Reporting:

Quarter	Due Date for Financial	Due Date for Performance/ Underperformance (if needed)	Due Date for Annual Report
Q1	1/20/2023	1/21/2023	N/A
Q2	4/20/2023	4/20/2023	N/A
Q3	7/20/2023	7/20/2023	N/A
Q4/FINAL	10/20/2023	10/20/2023	10/20/2023

Coachella Valley SBDC
Hosted by County of Riverside Office of Economic Development

Budget Category	GO-Biz Grant	SBA Match Funds
Business Advising/Consulting	\$ 50,000.00	\$ 50,000.00
Budget allowance to further services to disadvantaged areas and underserved groups. May include marketing, administrative and other misc. expense with the exception of indirect costs.[1]		\$ -
Program Marketing	Not allowed	\$ -
Training Costs		\$ -
Administration		
Other (please specify)		
Total	\$ 50,000.00	\$ 50,000.00

2022-2023 Proposed Metrics	
Total Capital Infusion (Loans and Non-Owner Equity)	\$ 500,000.00
Total Clients Consulted	100

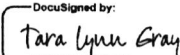
Budget Justification

All monies received from GO-Biz must be spent entirely on one-on-one consulting for SBDC Clients. This money will be spent on paying consultants to do one-on-one advising for clients seeking access to capital

**Grant Agreement # CIP2022-L04**

1. This Agreement is entered into between the State Agency and the Grant Recipient named below:
 STATE UNIT/AGENCY NAME
 CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT
 GRANT RECIPIENT NAME
 CSU FULLERTON AUXILIARY SERVICES CORPORATION
2. The term of this Agreement is:
 October 1, 2022 through September 30, 2023
3. The maximum amount of this Agreement is:
 \$519,300.00 (Five hundred nineteen thousand three hundred dollars)
4. The parties agree to comply with the terms and conditions of the following Agreement including exhibits which are by this reference made a part of this Agreement.

IN WITNESS THEREOF, the parties have executed this AGREEMENT hereto.

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME CSU FULLERTON AUXILIARY SERVICES CORPORATION	
BY (Authorized Signature) X.  9B55D2A8042A4A1	DATE SIGNED October 17, 2022 10:54 PDT
NAME AND TITLE OF PERSON SIGNING Charles D Kissel	
ADDRESS 1121 N. State College Blvd. Fullerton, CA 92831	
STATE OF CALIFORNIA	
STATE UNIT/AGENCY NAME CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature) X.  9F580790C470481	DATE SIGNED October 17, 2022 13:30 PDT
NAME AND TITLE OF PERSON SIGNING Tara Lynn Gray, Director, California Office of the Small Business Advocate	
ADDRESS 1325 J Street, Suite 1800, Sacramento, CA 95814	

**CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE
CAPITAL INFUSION PROGRAM GRANT AGREEMENT**

This Capital Infusion Program 2022/23 Grant Agreement (hereinafter referred to as the "AGREEMENT") dated October 1, 2022 is entered into by and between CSU FULLERTON AUXILIARY SERVICES CORPORATION (hereinafter "RECIPIENT"), and the Office of the Small Business Advocate within the Governor's Office of Business and Economic Development (hereinafter, "CalOSBA"), hereafter jointly referred to as the "parties" or individually as the "party."

- A. **WHEREAS**, CalOSBA is the sponsor of this award issued to the RECIPIENT under Agreement Number CIP2022-L04("Award");
- B. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as described in the 2022/23 Program Announcement to expand new or enhanced services to underserved small business owners, including women, people of color and veteran-owned businesses and businesses in low-wealth, rural and disaster-impacted communities included in a state or federal emergency declaration.
- C. **WHEREAS**, RECIPIENT is host to a small business development center ("SBDC") in California pursuant to the requirements of the U.S. Small Business Administration ("SBA");
- D. **WHEREAS**, all parties acknowledge that this AGREEMENT and the Award are only available to SBDCs in California;
- E. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as specified in Exhibit B ("Scope of Work, Performance Metrics and Budget") and intends to compensate RECIPIENT for such services, as described in Exhibit B;
- F. **WHEREAS**, RECIPIENT desires to be retained by CalOSBA to perform and/or manage such services as described in Exhibit B and to be compensated as set forth in Exhibit B;

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

1. **Performance Metrics**. RECIPIENT shall be responsible for the results and progress

described in Scope of Work and Performance Metrics and Timeline, which is attached and incorporated as Exhibit B.

2. **Term of Agreement**. The period of performance of this AGREEMENT shall be from October 1, 2022 – September 30, 2023.
3. **Delivery**. All materials, services and/or deliverables required under this AGREEMENT must be completed and delivered to CalOSBA on or before September 30, 2023.
4. **Termination of Agreement**. Either party may terminate this AGREEMENT upon ninety (90) calendar days advance written notice to the other party. Upon termination of this AGREEMENT, CalOSBA agrees to compensate RECIPIENT for all allowable, unavoidable, expenses reasonably incurred by RECIPIENT in the performance of its work under this AGREEMENT prior to the date of termination. RECIPIENT agrees to complete services and/or provide required deliverables through the date of termination.
5. **Material Breach**. CalOSBA will assess each recipient based on achievements against Program goals and each recipient's respective scope of work. CalOSBA reserves the right to terminate the agreement in the case of a material breach. A material breach for the purposes of the Program may include, but shall not be limited to:
 - a. Failure to comply with established Program deadlines including failure to file timely reports.
 - b. Noncompliance with metric reporting requirements.
 - c. Noncompliance with narrative reporting requirements.
 - d. Noncompliance with financial reporting or record-keeping requirements.
 - e. Noncompliance in carrying out the scope of work established in the agreement.
 - f. Failure to communicate with CalOSBA in a timely manner.
 - g. Failure to spend funds in a timely manner, in accordance with the grant agreement.
 - h. Termination of the Recipient's agreement with the Small Business Administration

In the event of termination, the state is obligated to compensate the RECIPIENT only for all allowable and unavoidable expenses reasonably incurred by the RECIPIENT in the performance of its work under the agreement as of the effective date of the terminating event or otherwise agreed period to allow project closeout activities, as determined appropriate by CalOSBA. In addition, if a RECIPIENT has received notification from its federal or private funding partner that its cooperative agreement is scheduled for termination or that its operations are placed under a probationary status, the recipient must notify the Office of Small Business Advocate via email at SBTAEP@gobiz.ca.gov within 48 hours. Failure to notify the Office of Small Business Advocate may impact future eligibility.

6. **Waiver**. The waiver by one party of any breach of any term or condition of this AGREEMENT shall not be construed as a waiver of any other obligation by a party to perform pursuant to the terms and conditions of this AGREEMENT. Nor shall said waiver be construed as a continuing waiver of the original breach.
7. **Assignment**. No part of this AGREEMENT may be assigned by either party without the prior written consent of both parties.
8. **Amendments**. No part of this AGREEMENT shall be modified without the express written consent of both parties.
9. **Compensation**. The RECIPIENT is entitled to the compensation as set forth in Exhibit B for the Term of Agreement.
10. **Allowable Costs and Fees**. Allowable costs and fees eligible for reimbursement to the RECIPIENT for performance of this AGREEMENT must be in accordance with the 2022/23 Program Announcement and budget outlined in the AGREEMENT, including the attached exhibits.
11. **State-Matching Funds Requirement**. RECIPIENT shall provide the total SBA Matching Funds and documentation thereof, as identified in Exhibit C (Certification of SBA Cash Match). In addition, RECIPIENT shall demonstrate a cumulative 1:1 ratio with Award and SBA Matching Fund spending by the end of the second quarter.
12. **Invoicing and Reporting Requirements**. RECIPIENT must provide the required reports to CalOSBA by the established deadlines in Exhibit B. CalOSBA will provide RECIPIENT with reporting and invoicing portal instructions by January 31, 2023.
 - a. **Reporting Requirements**. RECIPIENT must electronically submit performance reports quarterly during the 2022/23 Period of Performance. Quarterly performance reports are due within forty-five (45) calendar days after the completion of the quarter and within sixty (60) calendar days of the last quarter. Performance reports must address RECIPIENT'S progress towards meeting the major activities, objectives, and performance goals from the approved proposal in a brief narrative. These Reports must be a summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis. Furthermore, these Reports must justify the invoiced expenditures.
 - b. **Invoicing Requirements**. RECIPIENT must electronically submit a quarterly invoice to CalOSBA within forty-five (45) calendar days after the completion of the first three quarters and within sixty (60) calendar days of the completion of the fourth and final quarter of the 2022/23 program period. CalOSBA will not process any payment request submitted more than ninety (90) calendar days after the end of the specified quarter.

Data reporting performance goals/measurements are collected through the CalOSBA Grantee Portal. Data integrity and the verification and validation of performance results are a CalOSBA priority, and also provide the validation of the quality and impact of the program. RECIPIENT is obligated to meet, at minimum, once a quarter with CalOSBA staff to share performance progress, and discuss any barriers or opportunities including shared best practices.

13. **Payment.** CalOSBA, on behalf of GO-Biz, agrees to pay approved invoices within forty-five (45) calendar days of receipt. In no event shall the RECIPIENT request reimbursement from GO-Biz for obligations entered into or for costs incurred prior to the commencement date or after the expiration date of this AGREEMENT. Invoices shall be paid upon satisfactory completion of AGREEMENT work and submittal of all reports required in this AGREEMENT as described in the AGREEMENT and the Exhibits. "Satisfactory completion" as used in this AGREEMENT means that the RECIPIENT has complied with all terms, conditions, and performance requirements of this AGREEMENT. All Award and SBA Matching Funds shall be used solely for the purpose of performing the work as set forth in this AGREEMENT and Exhibit B.

14. **Third-party contracts.** RECIPIENT acknowledges that additional third-party contracts related to the performance and duties of this Agreement, in which RECIPIENT seeks to enter, beyond the scope of the original approved budget, must be approved by CalOSBA prior to execution.

15. **Publicity and Acknowledgement.** The RECIPIENT is required to include the following logo (Exhibit A) and disclosure on all materials produced in whole or in part with Project Funds:

- a. "Funded in part through a Grant from the California Office of the Small Business Advocate."

Materials that include editorial content must include the following alternate acknowledgement:

- b. "Funded in part through a Grant from the California Office of the Small Business Advocate. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the Governor's Office of Business and Economic Development."

The CalOSBA logo may be placed in close proximity to the Recipient's logo or placed in a prominent location elsewhere on the material. The CalOSBA logo may not be placed in close proximity to any third party logo, or used in such a way as to imply that a relationship exists between CalOSBA and any third party. Any use of the CalOSBA logo must be accompanied by one of the above disclosure statements within reasonable proximity to the logo.

Neither the CalOSBA logo nor the acknowledgement statement may be used in connection with activities outside the scope of work. Similarly, the CalOSBA logo and acknowledgement statement

may not be used on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. The CalOSBA logo and acknowledgement statement may not be used on social media sites without CalOSBA's prior written approval.

Failure to comply with the publicity and acknowledgement constitutes poor performance and may affect future funding opportunities from CalOSBA.

16. **Indemnification/Warranty Disclaimer/Limitation of Liability.** RECIPIENT shall defend, indemnify and hold CalOSBA and the State of California, its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from RECIPIENT'S or its agents' or assigns' breach of this AGREEMENT, or the result of RECIPIENT'S or its agents' or assigns' willful misconduct or gross negligence in connection with this AGREEMENT. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, CALOSBA, ITS AGENTS OR EMPLOYEES, BE LIABLE TO RECIPIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT, UNLESS CALOSBA ENGAGES IN WILLFUL MISCONDUCT OR IS GROSSLY NEGLIGENT IN CONNECTION WITH THIS AGREEMENT.

17. **Force Majeure.** If by reason of force majeure the RECIPIENT's performance of obligations pursuant to this AGREEMENT are delayed, hampered or prevented, then the performance by the RECIPIENT 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 RECIPIENT's control which would excuse the RECIPIENT's performance as a matter of law.

18. **Notice of Force Majeure.** RECIPIENT agrees to give CalOSBA written notice of an event of force majeure under this Paragraph within ten (10) calendar days of the commencement of such event and within ten (10) calendar days after the termination of such event, unless the Force Majeure prohibits RECIPIENT from reasonably giving notice within this period, in which case, RECIPIENT will give such notice at the earliest possible time following the event of Force Majeure.

19. **Public Records.** RECIPIENT acknowledges that CalOSBA is subject to the California Public Records Act (PRA) (Government Code section 6250 et seq.). This AGREEMENT and materials submitted by RECIPIENT to CalOSBA may be subject to a PRA request, except in the event that such documents submitted to CalOSBA are considered confidential information and exempt under the PRA. In the event records of the RECIPIENT are requested through a PRA, CalOSBA will notify the RECIPIENT as soon as practicable that a PRA request for the RECIPIENT's information has been received, but not less than five (5) business days prior to the release of the requested

information to allow the RECIPIENT to seek an injunction. CalOSBA will work in good faith with the RECIPIENT to protect the information to the extent an exemption is provided by law.

20. **Nondiscrimination.** RECIPIENT 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, religion/creed, sex/gender (including pregnancy, childbirth, breastfeeding or related medical condition), sexual orientation or gender identity/expression, ancestry/national origin, age (40 or older), marital status, disability (mental and physical), medical condition, genetic information, military or veteran status.

21. **Retention of Records.** RECIPIENT agrees to maintain and preserve all records related to this AGREEMENT for three (3) years after the end of the AGREEMENT or after AGREEMENT termination.

22. **Audit.** The books and accounts, files, and other records of the RECIPIENT, which are applicable to this AGREEMENT, shall be available for inspection, review, and audit during normal business hours by CalOSBA and its representatives to verify performance metrics and determine the proper application and use of all funds paid to or for the account or benefit of the RECIPIENT. RECIPIENT agrees that CalOSBA may request that the applicant provide details relating to the source and amount of nonstate local match funds. The center, not GO-Biz or CalOSBA, will retain possession and control of any and all reporting materials and backup documentation and will make them available to CalOSBA for inspection and audit upon request so that CalOSBA can verify that both the center and any subrecipients have complied with the grant program's terms and conditions, and have executed the contracts and effectuated the program consistent with the statutory goals of the program.

23. **Severability.** Should any part, term, or provision of this AGREEMENT 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 AGREEMENT. Any and all other terms of this AGREEMENT shall remain in full force and effect.

24. **Applicable Law and Consent to Jurisdiction.** This AGREEMENT will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

25. **Attorneys' Fees.** In the event of any litigation between the parties concerning the terms and provisions of this AGREEMENT, the party prevailing in such dispute shall be entitled to collect

from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

26. **Interpretation.** Each party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each party and its counsel, if appropriate, have participated fully in the review and revision of this AGREEMENT. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this AGREEMENT. The language in this AGREEMENT shall be interpreted as to its fair meaning and not strictly for or against any party.

27. **Days.** Any reference to days in this AGREEMENT, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.

28. **Notices.** Any notices required or permitted to be given under this AGREEMENT shall be given in writing and shall be delivered (a) in person, (b) by certified mail, (c) by facsimile with confirmed receipt required, (d) by electronic communication with confirmed receipt required, or (e) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as set forth below, or as the applicable party shall specify to the other party in writing.

29. **Representation on Authority of Parties/Signatories.** Each person signing this AGREEMENT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this AGREEMENT. Each Party represents and warrants to the other that the execution and delivery of the AGREEMENT and the performance of such Party's obligations hereunder have been duly authorized and that the AGREEMENT is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

30. **Entire Agreement.** This AGREEMENT, including any referenced attachments, exhibits, appendices and references, constitutes the entire AGREEMENT and supersedes any other written or oral representations, statements negotiations, or agreements with respect to the Award described herein.

31. **Contents and Order of Precedence.** Included in this AGREEMENT are the following exhibits and all exhibits are hereby incorporated by reference into this AGREEMENT:

- a. Exhibit A – California Office of the Small Business Advocate Logo
- b. Exhibit B – Scope of Work, Performance Metrics, and Budget
- c. Exhibit C – SBA Cash Match Certification
- d. Exhibit D - 2022/23 Program Announcement
- e. Exhibit E – Change Order Request Form - Instructions

Exhibit A – California Office of the Small Business Advocate Logo



Click here to download CalOSBA GO-Biz Logos: [CalOSBA GO-Biz Toolkit](#)

END EXHIBIT A

Exhibit B – Scope of Work, Performance Metrics, and Budget

This establishes the annual Capital Infusion Program scope of work and performance metrics for each grant recipient during the 2022/23 GO-Biz Capital Infusion Program.



Capital Infusion Program FY 2022-2023 Application Full Report

2022-23 Application Period

Program Performance Period: October 1, 2022 – September 30, 2023

General Info	
Application ID:	234
Application Type:	Capital Infusion Program
Status:	Awarded
Lead Organization Type:	OC IE SBDC
Is this a network wide proposal?	Yes
Address Line 1:	800 N. State College Blvd.
Address Line 2:	SGMH-4157
City:	Fullerton
State:	California
Zip Code:	92831

Authorized Representative	
Last Name, First Name:	Kissel, Charles D.
Email:	ckissel@fullerton.edu
Organization:	CSU Fullerton Auxiliary Services Corporation
Title:	Executive Director
Phone Number:	(657) 278-4100

Fiscal Authority	
Legal Host Name:	CSU Fullerton Auxiliary Services Corporation
Address Line 1:	1121 N. State College Blvd.
Address Line 2:	
City:	Fullerton
State:	California
Zip Code:	92831

Proposal

Center Name: Orange County Inland Empire Small Business Development Center

Center Director: Mike Daniel

Center Email: midaniel@fullerton.edu

Center Email: (657) 278-5168

Center Location: 800 N. State College Blvd. SGMH-4157, Fullerton, CA 92831

Geographic Area of Service: Orange, Riverside, San Bernardino

Assembly District(s): 40, 42, 47, 52, 55, 56, 60, 61, 65, 67, 68, 69, 72, 73, 74

Senate District(s): 20, 23, 28, 29, 31, 34, 36, 37

1. Describe the Center's current and proposed approach to providing capital infusion services.

In a recent Babson College "State of Small Business" report, they concluded that access to capital is the biggest obstacle in starting or growing businesses in any community. Funding is either limited, expensive or non-existent for many current or future business owners. Financing is an area many small business owners know very little about, the network's mission is to be the conduit between the business and the "right" funder for each unique situation. The OCIE SBDC Network has created several options to assist current and future business owners with accessing this much-needed capital. The OCIE SBDC focuses on three distinct forms of capital within the region: debt, equity and non-dilutive or more specifically, SBIR/STTR awards. The OCIE SBDC has been a leader in capital infusion within the national SBDC program for the past five years. Last year the OCIE SBDC amassed more than \$350,000,000 in both debt and equity capital.

The SBDC Finance Centers, which are positioned in each of the four core SBDC centers, employs loan consultants that assist clients through the loan packaging process and then shop loans for OC/IE SBDC clients. The consultants in the SBDC Finance Centers are all current or former underwriters in lending institutions. The process starts with the loan consultant working with a client to assemble a bank worthy loan package. Once a loan package has been created the loan specialist's job is to reach out to the several banks, CDFI's and non-profits that might be interested in a client's loan package. The business consultant actively shops the loan for the client with a core group of collaborating financial institutions that actively engage with the SBDC Finance Center. We have grown partnerships with these funding sources and rather than partnering with banks at a branch level, we work with the decision makers and loan underwriters to receive quick decisions as to whether the loan is bankable – saving our clients' time and energy. These centers focus on debt funding and have the ability to work with clients seeking \$5,000 to \$150,000 and also to work with clients that are seeking millions of dollars for expansion or commercial property.

The OCIE SBDC Network has three tech centers that have specialty services that include assistance with business and marketing strategy, funding/pitching, debt and equity funding, term sheets, hiring/staffing issues, board of directors/advisors, SBIR/STTR and FDA/NIH/NSF funding, as well as technology commercialization including regulatory pathway and reimbursement strategy assistance. In particular, the centers conduct Pitch Review sessions for clients who are ready to pitch to, or request funding from, equity investors. These sessions simulate a real equity investor presentation environment, including question and answer forum, which provides clients with the opportunity to

practice and refine their pitch. The centers also provide training events on pitch prep, debt and equity funding, and SBIR/STTR funding.

Access to venture capital is a huge need in the OCIE SBDC region and the network utilizes its tech centers, to evaluate companies on four readiness factors (i.e., market opportunity, product viability, commercialization plans, and team capacity). Second, an 8- to 10-member panel of volunteer, industry-specific subject matter experts evaluate the company's business plan on 25 to 30 metrics that are essential for startup success. Third, companies receive dashboards evaluating their relative position against other companies (funded and unfunded) in their sector based on five metrics (i.e., market opportunity, investment opportunity, technical solution, management team, and business plan). Next, companies receive the expert consulting and support they need to address any barriers to success and to become investment-ready. Finally, the SBDC makes introductions to potential investors and sources of capital infusion that will support the company's growth and create jobs. The OCIE SBDC network partners with all three counties (Orange, Riverside and San Bernardino) and many of the cities within those counties on grant and loan funds. The network is currently assisting sixteen cities within Orange County and San Bernardino with funding that has been allocated directly to small businesses within each community. The network Lead center has taken on the administration of these programs including, creating the guidelines, formulating and accepting the application, document collection and assistance. The total amount of funding between all of the cities and the three counties equates to more than \$50,000,000. With new American Rescue Plan funding being awarded to these same cities and counties, the SBDC is being asked to create new loan and grant programs to administer and push out to the small business communities in the region.

2. 5. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.

The OCIE SBDC Network utilizes its resources to create new relationships and partnerships that bring the network clients, potential funding opportunities and new resources. For debt funding, the network has built several key relationships over the past several years of its operation. The role of the SBDC Finance Centers is to understand all lending resources in the region and understand what their credit box is and what type of clients they are looking to fund. The Finance Center works with more than 100+ lenders and understands who will fund start-ups versus existing business and who does micro loans versus commercial property loans. Some of the partners that the center works with include, CALED in their new statewide revolving loan fund. We have the first funding recipient in the program, which is a container park in Long Beach where eight food-based businesses all started. The network partners with the Jewish Free Loan Association, Opportunity Fund, Accion and other micro-loan programs in assisting our clients with sourcing small dollar loans that are for harder to fund clients. The County of Riverside partners with the network on their \$2mm EDA Revolving Loan Fund. Other lenders that the network works with include; Veteran Launch, Kiva and many others that offer competitive rates and fund businesses that would not traditionally be fundable. There are many banking and lending institutions such as Chase, Wells Fargo, Union Bank and others that send the OCIE SBDC their clients, when those larger lenders are unable to fund them directly.

Equity capital and creating partnerships and bringing investment into the region is a major platform for the OCIE SBDC network. The OCIE SBDC network has three centers that have their own venture fund (OCTANe Visionary Fund, COVE Fund and Highlander Fund), along with the ability to bring angel and VC funding to the region. The network has established partnerships with service companies and professional organizations to offer our clients expanded resources for generating

growth and the success of their small businesses. These partnerships include the Greater Irvine Chamber of Commerce, Hispanic Chamber of Commerce, OCRA – Orange County Regulatory Affairs Discussion Group, OC Startup Council, Device Alliance, Troutman Sanders, Pivotal Law Group, Stradling, and Wilson Sonsini. With a large focus on medical device and medical technology, the network partners with companies such as Knobbe Martens, Allergan, Edwards Lifesciences, Microsemi, RSM, DevicePharm, Deloitte, Experian, K&L Gates, Medtronic and many others to bring expertise, capital and relevance to the SBDC clients. Cascading goals to these partners and providing reciprocal referrals strengthens the ecosystem and connects small business clients to service providers, strategic and industry partnerships, as well as opportunities for funding and capital infusion.

The OCIE SBDC network has built relationships with all three counties, Orange, Riverside and San Bernardino, which are three of the most populous counties in the country. The network has created relationships with Federal, State and local legislators and often partners with elected officials on programming and training events. Working directly with many of the 96+ cities and unincorporated areas within the service territory has allowed the OCIE SBDC network to have a much larger presence within the community. The network has recently rolled out several grants, in partnership with many of these cities and with the County of Orange, Riverside and San Bernardino. This has led to additional programming and local funding for the SBDC program. The network often holds town hall meetings or speaks about specific relevant small business topics with state and Federal officials. The network works directly with the Small Business Administration (SBA) and Governor's Office of Business and Economic Development (GO-Biz) in implementing programming, training and leveraging partnerships that assist small business owners throughout the region.

3. Describe the Center's screening process and how consulting services are rendered (e.g. what is the first touch point for the new client, and how is the client matched with an advisor)

The Orange County Inland Empire SBDC Network has created a call center that services the entire OCIE SBDC Network. Potential clients either call into the call center directly or fill out a request for consulting through Neoserra, the network's CRM program. Clients are vetted by the call center team with an initial 15-minute consultation and are assigned a center and consultant that best fits the client's needs. Clients also have the ability to enter directly into a center or see a specific consultant, if they attended a workshop or were referred by a partner. The call center receives between 1,000 – 2,000 calls per month and

Request for Service: Becoming a Client Once a small business owner or entrepreneur has had an initial meeting with a call center consultant, they will fill out a consulting request form and are assigned a SBDC consultant. The preferred method for clients to complete Form 641 is through the call center during their intake introduction, which captures an electronic signature and is then entered into Neoserra. The call center allows for a better customer service experience and allows the client to understand the SBDC program and addresses any questions or concerns they may have. It also gives the SBDC a chance to learn about the client and pair them with the most appropriate consultant for the client's needs.

Outcomes Driven Consulting Process In order to accomplish goals of increasing client's management capability and enhanced business performance, services are provided utilizing an outcome based consulting process. Rather than focusing solely on consulting hours as a measure of effectiveness, the outcome based process focuses on achieving outcomes. In this process, a client's needs are identified and a scope of work developed to meet those needs, which results in the accomplishment

of relevant milestones. If the finance consultants feel that there is a possibility of accessing capital for the client then they move forward with the process.

Once the consultant and client are in agreement regarding the clients' needs and the consulting engagement, a scope of work for the client needs to be developed. This Scope of work is created no later than the second consulting sessions. The Scope of work for the finance team determines the following:

- Areas of service that the OCIE SBDC will assist the client with which include creating a loan package, lender matchmaking, financial statement analysis and assessment and understanding of accessible capital based on the assessment of the client.
- Expected Outcome of the consulting engagement: outline what will be the final product or outcome of this consulting engagement: which milestones should be achieved and what can the client expect at the end of the engagement. For the finance team and tech center teams this should be a loan, angel or venture capital investment or federal, state or local grants or loans.
- Consultant's responsibilities: will outline steps or activities consultants will undertake during the engagement to help the client solve the issues and problems and accomplish the milestones identified
- Client's responsibilities: Outline tasks the client is expected to perform during the engagement: information the client needs to provide; training recommended for the client to attend; and type of support, cooperation, and assistance needed from the client.
- Length of Engagement: outline how long the various steps involved in the engagement will likely take to complete.

Managing the Engagement The OCIE SBDC consultant and team will manage the overall engagement and the continuous interaction with the client. The consultant will make recommendations throughout the engagement and assist the client through the process and will follow up regularly to see whether the client has made progress towards implementation. Interactions between the client and the consultant are tracked within Neoserra with appropriate and complete session activity entered for each interaction with the client and daily activity on work for the client, and with milestones being achieved.

Outcomes Driven Consulting Process In order to accomplish goals for the client and the SBDC, services are provided utilizing an outcome based consulting process. Rather than focusing solely on consulting hours as a measure of effectiveness, the outcome based process focuses on achieving outcomes. In this process, a client's needs are identified and a scope of work developed to meet those needs, which results in the accomplishment of relevant milestones. Once the client has reached their milestones that have been set, a new assessment of the client and scope of work will be created to continue with assisting the client and their business.

Total Unique Clients Consulted: 750

Total New Clients Consulted: 400

Total Dollar Amount of Loans: \$7,500,000

Total Dollar Amount of Equity (to include private investments): \$20,000,000

**Total Dollar Amount of Additional Funds Raised (non-dilutive, funding, grants, etc.):
\$1,000,000**

Total Budget Request: \$519,300

Total Budget Request (all centers): \$519,300

The total budget request must not exceed federal or private award share.

Exhibit C - Certification of SBA Cash Match

This establishes the annual SBA Cash Match for the grant recipient during the 2022/23 GO-Biz Capital Infusion Program.

Exhibit C**Capital Infusion Program CERTIFICATION OF SBA
CASH MATCH Grant Period: 10/1/2022 through 9/30/2023**

Name of Host Organization: CSU Fullerton Auxiliary Services Corporation	Street Address: 1121 N. State College Blvd., Fullerton, CA 92831
Name of Lead Center: Orange County Inland Empire Small Business Development Center	City, State and Zip 800 N. State College Blvd., SGMH-4157, Fullerton, CA 92831

SBA CASH MATCH

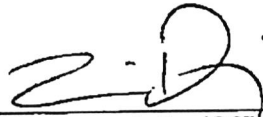
As the duly authorized Officer/Representative of the Lead Center described above, I hereby certify that the CIP program budget for the grant period indicated above will contain actual cash match dollars in the amount of \$519,300 from the U.S. Small Business Administration.

MID-YEAR AND YEAR-END MATCH

As the duly authorized Officer/Representative of the Lead Center described above, I hereby certify that the spenddown of the CalOSBA grant and SBA cash match dollars will reflect a cumulative 1:1 ratio at the mid-year and year-end of the grant period for each grantee in the Lead Center Applicant's region.

MID-YEAR AND YEAR-END UNDERMATCH CONDITIONS

If the Lead Center is under-matched at the mid-year or year-end of the grant period, I understand that the Lead Center will not be eligible to receive CalOSBA reimbursement payments for the remainder of the grant period, and possibly for subsequent grant periods as well.

SIGNED: 
 Authorized Representative/Officer
 TITLE: Regional Director, OCIE SBDC
 DATE: 08-04-2022


SIGNED: 
 Authorized Representative/Financial
 TITLE: Executive Director, CSU Fullerton Auxiliary Services Corporation
 DATE: 11 Aug 22

Exhibit D – 2022-23 Program Announcement



California Office of Small Business Advocate

Governor Gavin Newsom's Office of Business and Economic Development

2022-23 Capital Infusion Program

A grant program for federally awarded Small Business Development Centers (SBDC)

Program Announcement

Opportunity Number: CACIP2022

Total Program Funding: \$3,000,000

Released:

July 22, 2022

Proposals due:

By 11:59:59 PM PST on August 16, 2022

Proposals submitted after the stipulated deadline will be rejected without being evaluated with no exceptions. Please make every effort to submit at least 48 hours in advance in case you experience technical difficulties.

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About the Program

Overview

The California Small Business Technical Assistance Expansion Program (SB TAEP or Program) was created in 2018 to expand the capacity of federal small business technical assistance programs in California. The Program was enacted in Government Code Section 12100.60-12100.69. The California Office of Small Business Advocate (CalOSBA) at the Governor's Office of Business and Economic Development (GO-Biz) is charged with implementing and administering the Program.

\$3 million is provided each year for Small Business Development Centers' local cash match funding.

CIP is only open to the five Small Business Development Center Networks in California. Only the five SBDC lead centers may apply. CIP is not a grant program for small businesses.

Purpose and Background

The purpose of this grant is to help small businesses and entrepreneurs navigate the financing landscape and successfully access the funding they need to operate and/or expand their businesses. Challenges in accessing capital remain a barrier to growth for the state's small business base. Funding for the program is made available through the State of California, and the CalOSBA at GO-Biz is responsible for administration of the grant.

This grant announcement (Announcement) is to invite proposals from a Small Business Development Center (SBDC) Network Lead Center in the State of California to assist small businesses and entrepreneurs to obtain access to capital to fund business consulting services. Applications from Lead Centers should include subcenter funding proposals and be submitted as one consolidated application per SBDC region. Only applications that are submitted by SBDC Lead Centers will be considered for funding.

SBDC grantees should leverage their state funding to draw down SBA funds and work in conjunction with other resource partners such as SCORE, Women's Business Centers, Veteran Business Outreach Centers, Procurement Technical Assistance Centers, minority business programs and institutions of higher education, private organizations, chambers of commerce, trade and industry groups and associations that are committed to the growth and success of small business.

Definitions

Definitions that pertain to this Program Announcement are provided below.

- “Applicant” means a Lead Center or subcenter in the Small Business Development Center Network.
- “Capital infusion” means the acquisition of funding for business operations and growth, including SBA loans¹; non-SBA loans; government grants, reimbursements, and tax credits; nontraditional lending; and non-owner equity investment. Owner equity is excluded from the Program.
- “Capital infusion business consulting” Includes SBDC personnel or third-party individuals hired to provide consulting to businesses on credit readiness, planning for growth, growth acceleration, applying for a loan and obtaining equity investments. Consulting includes all work with a client, whether a startup or existing business, that may lead to a loan or equity event. This includes client-specific credit consulting, financial education and related consulting subject matter, such as marketing, job creation and use of technology as long as the consulting scope of work is connected to an overall capital infusion goal. So long as the client is making steady improvements in their business that would make the client more bankable/investable, all consulting for these clients is allowable for reimbursement.
- “Capital infusion milestone” means loan or equity events that have occurred as part of the Program, which are fully documented and verifiable with the participating lender or investor. Documentation must identify the client names and the lender/investor names. **Capital infusion milestones must be reported in the quarter when verification was provided by the client (as opposed to when the funds were generated).**² Acceptable forms of milestone documentation include:
 - An official loan agreement or investment agreement.
 - A document directly originating from the lender or investor attesting to the commitment of funds or completed loan or investment. For venture capital infusion milestones, a screen shot of an online third-party data source, such as Socaltech or Crunchbase, that identifies the total venture capital investment.³
 - For crowdfunding capital infusion milestones, a screen shot that identifies the total amount generated from a crowdfunding campaign.
- “Center” means a Lead Center or subcenter in the SBDC Network.

¹ GO-Biz will accept the entirety of a 504 Loan capital infusion milestone when accomplished through the Program. GO-Biz understands that a minimum 10% of the loan package is comprised of owner investment, however, since the investment is included as part of the total credit memorandum, GO-Biz will count the entirety of the 504 milestone as applicable to the Program.

² Milestones that are verified beyond 60 days of the grant year will not be allowed. Milestones generated in one grant year cannot be counted in a subsequent grant year. If a milestone is generated in the fourth quarter, it may be reported in that quarter if verification is provided up to 60 days after the specified grant year. If verification is provided after the annual report is submitted, a revised report template must be submitted to GO-Biz.

³ When conducting program reviews, GO-Biz will directly contact the business owner to verify venture capital infusion milestones.

Webinar – Application Tutorial

Immediately following the 1:00 PM TAP webinar. Note: This webinar is in tandem with the small business technical assistance pre-bid webinar. Only SBDC Leads will remain on the webinar. Full webinar for the TAP and CIP programs begins at 1:00 PM PDT.

[Click Here for the Zoom Webinar Registration](#)

Dates and Deadlines

July 22, 2022	Program Announcement Release
July 27, 2022	<u>Pre-Bid Webinar at 1:00 PM PDT</u> – Immediately following TAP webinar Please submit questions in advance of webinar to sbtaep@gobiz.ca.gov
August 16, 2022	Grant application deadline (must submit online by 11:59:59 PM PDT)
August 16 – September 3, 2022	Proposal review
September 9-10, 2022	Grant Awards Announced
October 1, 2022	Grant program begins
September 30, 2023	Grant program ends

Award Information

Funding

GO-Biz expects to issue \$3 million in grant awards in 2022-23. Grant awards will be distributed to the five (5) regional SBDC Networks that operate in California based on a pro rata state population share, as used by the U.S. Small Business Administration. For the 2022-23 fiscal year, the population share distribution is as follows:

Region	Population Share (%)	Funding Amount
Northern CA	33.63%	\$1,008,900
Central CA	11.68%	\$338,244
Los Angeles	29.01%	\$870,300
Orange County/Inland Empire	17.31%	\$519,300
San Diego/Imperial Valley	8.37%	\$251,100

Applicants may submit a proposal for an amount up to the set award amount for their respective region.

Period of Performance

Awards will be made for a one-year period of performance. The grant will fund allowable services over a twelve-month period, from October 1, 2022 through September 30, 2023.

Funding Information

Funds provided under the Program must be used solely for the purposes stipulated in this Announcement and subsequently in the Agreement between GO-Biz and the Lead Center. All costs incurred under the Program must meet the tests of reasonableness, allowability and allocability in accordance with the Program's allowable costs and grant agreement terms. Indirect costs may not be claimed as part of the proposal budget.

Funding Instrument

The funding instrument is a grant agreement. The Lead Center may subcontract funds to participating subcenters and entities that have formal agreements with the Lead Center to provide consulting services.

Matching Requirement

Awards require a 1:1 match of SBA funds. For each grantee, the spenddown of the GO-Biz grant and SBA funds must reflect a cumulative 1:1 ratio at the end of the second quarter (mid-year) and the fourth quarter (year-end).

Lead Centers will be required to complete a Certification of SBA Cash Match. This certification consists of a separate form that requires authorized representatives from the Lead Center and fiscal host to certify the total amount of SBA cash match dollars that all grantees from the region will spend to carry out the Program. This amount will be equal to the total grant award for the region.

If the GO-Biz grant amount changes as a result of a budget amendment, a revised Certification of SBA Cash Match will be prepared and attached to the amendment for concurrent signature.

Eligible Applicants

Applications may only be submitted by SBDC Lead Centers as one consolidated application per SBDC region.

Technical Proposal Evaluation

GO-Biz will review the applications and assess the proposal's approach to delivery of services and accompanying milestones. GO-Biz may ask Applicants for clarification of the technical aspects of their proposals.

GO-Biz Oversight

GO-Biz has the right to conduct a programmatic and financial review of any grant recipient. The review will consist of a remote evaluation by GO-Biz staff of a center's third-party verification of capital infusion milestones. Lead Directors will work with selected grantees in their region to collect and submit electronic copies of milestones to GO-Biz. GO-Biz will inform Lead Directors by email about the selection of centers in their region and email instructions no later than thirty (30) days before the program review.

If an applicant ceases to operate as a Lead Center for the U.S. Small Business Administration, the state is obligated to compensate the Lead Center only for all allowable and unavoidable expenses reasonably incurred by the Lead Center incurred in the performance of its work under the agreement as of the effective date of the Terminating Event. In addition, if a Lead Center has received notification by the U.S. Small

Business Administration that its cooperative agreement is scheduled for termination or that its operations are placed under a probationary status, the Lead Center must notify GO-BIZ within 48 hours.

Award Requirements

Application Instructions and Submission

All applications, with required attachments, must be submitted electronically using the CalOSBA online application portal, which can be accessed at grants.business.ca.gov. Users of the portal will first need to create an account. Applications submitted via email or facsimile will not be reviewed or scored.

All applications must be submitted by the deadline and the online application portal will automatically close once the application deadline has passed. There are no exceptions or extensions of this deadline. Any technology challenges or inability of an applicant to submit an application by the deadline for any reason shall not be grounds for an extension of the deadline. Applicants are encouraged to submit their application at least two days before the deadline in the event technical assistance is required. For help applying, please send an email to sbtaep@gobiz.ca.gov with the subject line: Capital Infusion Grant Online Help.

CalOSBA's determination as to eligibility for grant funding, or the amount of grant funding awarded, is not subject to appeal. CalOSBA reserves the ability to modify applicant budgets if included costs are deemed ineligible. A Center and its fiscal host will be required to be in compliance with the Drug-Free Workplace Certification and Nondiscrimination Compliance Statement as required by state law.

Required/Supporting Documents

All applicants must upload the following documents to their application:

- Certification of SBA Cash Match – [download this form here](#)
- STD.204 Payee Data Record Form – download this form at <https://cdn.calosba.ca.gov/wp-content/uploads/std204-sbtaep.pdf>
- STD.21 Drug-Free Workplace Certification – download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

Invoicing and Reporting Requirements

The Program requires awardees to submit quarterly invoices, quarterly narrative and metric reports, and a final report on Program outcomes resulting from the grant award. Invoices and reports will be submitted electronically through the Small Business Grantee Portal. Significant deviations from the original milestones must be addressed by the awardee through an action plan. Milestones will be set by the Applicant. Reports are only required in the second and fourth quarters. Also, the Annual Report has been combined with the fourth quarter report. Details are below.

Lead Centers will receive separate email instructions for the Grantee Portal, including log-in/password information, and tips on how to navigate the portal. A mandatory webinar training will be held no later than January 15, 2023.

The reports or portion thereof provided by SBDCs may be made public.

GO-Biz may withhold payment if reports are not received or are deemed inadequate. Failure to report in a timely manner may also be weighed against future applications for grant funding from GO-Biz.

GO-Biz reserves the right to audit information submitted in a performance report by requesting additional documentation, performing on-site visits, contacting clients served, or verifying other information as necessary to verify the information contained in the performance report.

Quarterly Invoices

Quarterly invoices must be submitted by the Lead Center. Required information includes business consultant names, hourly consulting rates, and the number of hours worked. For every grantee, the spenddown of the GO-Biz grant and SBA funds must reflect a cumulative, year-to-date 1:1 ratio at the end of the second quarter (mid-year) and the fourth quarter (year-end). Invoicing amounts must exactly match the center's records. Invoice totals must not be rounded.

The Lead Center must submit to CalOSBA an electronic version of the quarterly invoices for all grantees in their region within 45 days after completion of the quarter. If the 45th calendar day occurs on a weekend or U.S. Federal/State holiday, the report should be submitted the first working day after the weekend or U.S. Federal/State holiday.

Quarterly Narrative and Metric Reports

Quarterly reports shall describe key activities conducted each quarter and provide a report of progress against the network's annual metric goals. **Capital infusion milestones must be recorded in the quarter when verification was provided (as opposed to when the funds were generated).**

Annual Report

An annual report will be required from each Lead Center that summarizes grantee efforts to deliver capital infusion services in the region. The annual report is due within 60 days after the close of the grant period and must be submitted electronically using the Small Business Grantee Portal. Failure to submit this report accurately and in a timely manner could jeopardize future funding.

The annual report will contain the following information from each center.

- A. Capital infusion milestones and number of clients consulted in each quarter (quarters 1-4), **Capital infusion milestones must be reported in the quarter when verification was provided by the client (as opposed to when the funds were generated).**
- B. Statement about performance, including successes and challenges associated with the Program. This section must also identify and explain any year-end underperformance in meeting capital infusion and clients consulted goals or underspent grant funds for each of the centers in the region.
- C. Brief discussion of access to capital services that were provided (one paragraph) in the region.

Performance and/or Underperformance Reporting

Underperformance statements will be required based on the thresholds below:

- Q1 (Oct-Dec): Year-to-date (YTD) results less than 10% of the annual award or goals

- Q2 (Jan-Mar): YTD results less than 35% of the annual award or goals
- Q3 (Apr-Jun): YTD results less than 60% of the annual award or goals
- Q4 (Jul-Sept): YTD results less than 100% of the annual award or goals

Reporting Consulting Activity and Milestones in NeoSerra

Every consulting hour paid for by state funds must be tagged with a Funding Source as "State."

Any milestone event that occurs during the course of work done by the business consultant under the GO-Biz capital infusion grant must also be tagged with a Funding Source as "State." This includes business consulting funded by the GO-Biz grant or the SBA-match funding made available through the GO-Biz grant.

During program reviews, grantees may be asked to show how many state-funded consulting hours and SBA-funded consulting hours were provided to an individual client during the course of the grant period to verify an appropriate spend down of match funding.

Proposal Questions

This section provides the application questions

Proposed Scope of Work

Please describe your activities as they pertain to the items below.

1. Geographic area of service
2. Describe the Center's current and proposed approach to providing capital infusion services (500 characters min).
3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships (500 characters min).
4. Describe the Center's screening process and how consulting services are rendered.

Metrics

Proposed metrics for the 2022-23 grant period, which commences October 1, 2022 and ends September 30, 2023. Metrics should include all milestone outcomes that can be directly attributed to the GO-Biz Capital Infusion Program from both the state and SBA match consulting hours.

California Public Records Act

By submitting an application, Applicant acknowledges that GO-Biz is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). Consequently, materials submitted by an Applicant to GO-Biz may be subject to a PRA request. In such an event, GO-Biz will notify the Applicant, as soon as practicable, that a PRA request for the Applicant's information has been received, but not less than five (5) business days prior to the release of the requested information to allow the Applicant to seek an injunction. GO-Biz will work in good faith with the Applicant to protect the information to the extent an exemption is provided by law, including but not limited to notes, drafts, proprietary information, financial information and trade secret information. GO-Biz will also apply the "balancing test" as provided for under Government Code section 6255 to the extent applicable.

End Exhibit D

Exhibit E – Change Order Request Form - Instructions

Overview

The Capital Infusion Program (CIP) provides annual grant funding for one-year grant periods. Centers are expected to spend their annual award in full during the one-year grant period. On a case-by-case basis, upon written approval from GO-Biz, grantees may submit a change order request (COR) to ensure full spenddown of the annual award.

Process for Requesting a Change Order

The grantee will provide a brief explanation for the change order request, including why funds are being redirected, proposed new use, and steps being taken to ensure region affected maintains service levels. A COR must be submitted for the following situations but not limited to:

- SBDC Regional Networks requesting redirection of funds between subcenters within the network that result in no-net change to overall budget
- Categorical redirection of funds greater than 20% of the total award amount
- Others as directed by GO-Biz and CalOSBA

COR approval is required in advance before any funds may be redirected by the grantee. A request must be submitted via email to sbtaep@gobiz.ca.gov and copy Program Manager, currently Jean Coleman at Jean.Coleman@gobiz.ca.gov, with the subject line, “Grant Agreement #_COR_date.”

[Click here to download Change Order Request Form](#) – Form must be submitted in excel format

Process for Approval

CalOSBA will review, and if approved the COR will be e-signed by the current Program Manager and Director and returned to the grantee via email as an approved COR.pdf.

CIP Annual Report

Final Narrative:

The final report should detail your network's programs rolled out as part of your expansion grant, and your implementation challenges and successes achieved. Please tie your narrative to specific impact data as reported in performance metrics. Please include small business trends that impacted your programs.

The final narrative should detail the access to capital services/programs that were provided, and specific methodologies used to achieve goals.

Strategic Partnerships:

Grantees must detail the ecosystem building achieved through any cross-cutting regional strategies, partnerships, and other collaborations utilized to achieve goals. A strong narrative in this section will detail how, if at all, these partnerships and collaborations yielded stronger outcomes for small businesses. It will also highlight any successes in implementing best practice sharing across these partnerships.

Underperformance Narrative:

The underperformance statement must provide detail as to how and why the Center(s) was not able to meet the capital infusion goals and/or clients consulted goals, or, why there was underspent grant funds. An underperformance narrative must be made for each of the Centers in the region that underperformed against their specific goals.

SUBCONTRACT NO. S-7967-CROED

THIS SUBCONTRACT NO. S-7967-CROED (hereinafter referred to as the "Subcontract") is entered into by and between **the COUNTY OF RIVERSIDE**, a political subdivision of the State of California, by and through its Office of Economic Development (hereinafter "Subcontractor"), host administrative agent for the Coachella Valley Small Business Development Center, located in Indio, California and **CSU FULLERTON AUXILIARY SERVICES CORPORATION** (hereinafter, "ASC") a California non-profit corporation which is a recognized auxiliary and fiscal agent of 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. Subcontractor and ASC are individually referred to herein as a "Party" and collectively as the "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 California Governor's Office of Business and Economic Development GO-Biz (hereinafter "Prime Sponsor") under Agreement Number TAEP2022-C11 (hereinafter referred to as the "Agreement"), incorporated herein with this reference and attached as **Exhibit C** (Prime Award);
- B. **WHEREAS**, ASC desires to retain Subcontractor to perform services as specified in **Exhibit A** (Scope of Work) attached hereto and incorporated herein with this reference and intends to compensate Subcontractor for such services, as described in **Exhibit B** (Budget) attached hereto and incorporated herein with this reference;
- 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, and the Exhibits; and,
- D. **WHEREAS**, Subcontractor and any additional subcontractors retained by Subcontractor agree to abide by all of the terms and conditions of this Subcontract and the Prime Award as set forth therein.

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

Michael Daniel

Regional Director

California State University, Fullerton

800 N. State College Blvd., SGMH-4157B

Fullerton, CA 92831

Administrative

Sydney Dawes

Director, Office of Sponsored Programs

CSU Fullerton Auxiliary Service Corp.

1121 N. State College Blvd.

Fullerton, CA 92831-3014

Telephone: (657) 278-5168
Email: midaniel@fullerton.edu

Telephone: (657) 278-4103
Email: sdawes@fullerton.edu

For Subcontractor:

Technical/Programmatic/Administrative

Robert Moran

Deputy Director, County of Riverside Office of Economic Development

3403 10th Street, 4th Floor

Riverside, CA 92501

Telephone: (951) 955-6673

Email: rmoran@rivco.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, County of Riverside Office of Economic Development, or their respective designees, for the respective Party.

2. **Scope of Work.** Subcontractor shall complete Leading Indicator Metrics of 150 clients assisted and 900 consulting hours provided and assist Lead Center to achieve the Lagging Indicators described in the Scope of Work which is attached and incorporated as **Exhibit A**.
3. **Term of Contract.** The period of performance of this Subcontract shall be from October 1, 2022 through September 30, 2023, subject to extension by the Prime Sponsor and mutual agreement of both Parties.
4. **Compensation.** Reimbursement of funds under this Subcontract is limited to **One Hundred Thirty Thousand Dollars (\$130,000.00)**, as shown in **Exhibit B**.
5. **Delivery.** All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before September 30, 2023.
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) calendar days advance written notice to the other Party. Upon termination of this Subcontract, ASC agrees to compensate Subcontractor for all unavoidable expenses reasonably incurred by Subcontractor in the performance of its work under this Subcontract by the date of termination, and 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. **Reporting Requirements.** Both financial and performance reporting are due at the end of each quarter of the contract period. In the event that there was no activity in the quarter, a financial and performance report are still due and would state that there was no activity or spenddown during the quarter. Subcontractor must submit an electronic version of the quarterly performance report in Microsoft Word to the Lead Center within twenty (20) calendar days after the completion of a calendar quarter. Reports must be submitted utilizing the GO-Biz template in Excel and PDF format. Each quarterly report must include the following items: (a) one (1) unique success each quarter, (b) PDF of GO-Biz template which must be signed by the Director, (c) general ledger for each invoice is to match the GO-Biz template, (d) host institution invoice required and must match general ledger and GO-Biz template, (e) Neoserra activity report for consulting and training by consultant: (i) the Go-Biz template must be accompanied by an activity report for consulting and training activities that matches the GO-Biz template stated hours for consulting and training per consulting, and (ii) funding sources must properly align in Neoserra with what is being reporting and invoiced, (f) underperformance report required if metrics or invoicing milestones are not met as indicated as follows: (i) Q1 spenddown or metrics achieved are not at 15%, (ii) Q2 spenddown or metrics achieved are not at 40%, (iii) Q3 spenddown or metrics achieved are not at 75%, (iv) Q4 spenddown or metrics achieved are not at 100%. The Lead Center reserves the right to reduce funding during the program year, if the center is unable to meet its quarterly spenddown.

The annual report is due within twenty (20) calendar days upon close of the grant period. Subcontractor must submit required reports utilizing GO-Biz template provided in **Exhibit D** (Reporting Template) **attached hereto and incorporated herein with this reference.**

Failure to submit required reports as identified in **Exhibit A** will result in the voiding of invoice payments for the period unless prior approval to submit late reports has been granted by the Lead Center Director, or designee.

The Lead Center reserves the right modify or request additional reporting information from the Subcontractor as requested by the Prime Sponsor.

12. **Invoicing and Payment.** Subcontractor shall invoice ASC for actual expenses incurred during the term of the Subcontract and in accordance with the budget in **Exhibit B**. Invoices shall be mailed to

the address listed below and emailed to both kmpayne@fullerton.edu, jessjuarez@fullerton.edu and cc: oriveron@fullerton.edu:

OCIE SBDC
Ms. Katrina Smith, Associate Regional Director
800 N. State College Blvd.
SGMH-4157
Fullerton, CA 92831

Subcontractor shall invoice the Lead Center for actual expenses incurred during the term of the Subcontract and in accordance with the budget in Exhibit B, and shall deliver such invoices to the Lead Center within twenty (20) calendar days of the close of each quarter. Subcontractor will submit itemized invoices to the Lead Center quarterly. Each invoice shall include an itemized expenditure report, accompanied by general ledger with a detailed transaction report, supporting documentation and any necessary chart of accounts. The Lead Center agrees to pay *approved* invoices within forty-five (45) calendar days upon receipt of an acceptable and accurate invoice. In no event shall the Subcontractor request reimbursement from the Lead Center for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Subcontract.

The invoice containing final costs to be paid by the Lead Center shall be identified as the "Final Invoice". Final Invoice expenditures shall reflect costs incurred but not previously submitted for the period ending September 30, 2023. The Final Invoice shall be paid upon satisfactory completion of Subcontract work and submittal of all the reports required in this Subcontract.

"Satisfactory completion" as used in this Subcontract means that the Subcontractor has complied with all the terms, conditions, and performance requirements of this Subcontract. All award and matching funds shall be used solely for the purpose of performing the work as set forth in their Subcontract and **Exhibit A**.

"Approved invoice" means a complete and accurate invoice and performance package.

14. Content and Order of Precedence

Included in this Subcontract are the following exhibits and all exhibits are hereby incorporated by reference into this Subcontract

- a. Exhibit A Scope of Work
- b. Exhibit B Budget
- c. Exhibit C Prime Award
- d. Exhibit D Reporting Templates

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

- 15. Indemnification.** All Parties to this Subcontract agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, students, 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, students, or volunteers. The provisions of this Paragraph do not apply to any damage or losses caused solely by the gross negligence or intentional acts of the non-indemnifying Party or any of its agents or employees. The indemnity set forth in this Paragraph 15 shall survive for a period of one (1) year after the expiration or earlier termination of this Subcontract.
- 16. 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.
- 17. Notice of Force Majeure.** Subcontractor agrees to give ASC written notice of an event of force majeure under this Paragraph 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.
- 18. Public Records.** Subcontractor acknowledges that ASC is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). This Subcontract and materials submitted by Subcontractor to ASC may be subject to a PRA request, except in the event that such documents submitted to ASC are considered confidential information and exempt under the PRA. In the event records of the Subcontractor are requested through a PRA, ASC will notify the Subcontractor, as soon as practicable that a PRA request for the Subcontractor's information has been received, but not less than five (5) business days prior to the release of the requested information to all the Subcontractor to seek an injunction. ASC will work in good faith with the Subcontractor to protect the information to the extent an exemption is provided by law.
- 19. 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.
- 20. Retention of Records.** Subcontractor agrees to maintain and preserve all records relative to this Subcontract for three (3) years after termination. 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."

21. **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 Prime Sponsor and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Subcontractor.
22. **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.
23. **Applicable Law.** This Subcontract and any disputes concerning it shall be interpreted under the laws of the State of California. Any legal action related to the performance or interpretation of this Subcontract shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.
24. **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.
25. **Days.** Any reference to days in this Subcontract, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.
26. **Entire Subcontract.** This Subcontract, including any referenced exhibits, attachments, appendices and references, constitutes the entire Subcontract and supersedes any other written or oral representations, statements negotiations, or agreements.

//
//

(Signatures on following page)

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

For:
COUNTY OF RIVERSIDE, a
political subdivision of the State of
California, by and through its Office
Of Economic Development

For:
CSU Fullerton Auxiliary Services Corporation



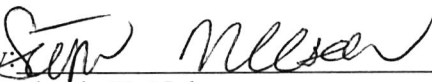
KEVIN JEFFRIES
Board of Supervisors

Charles D. Kissel
Executive Director

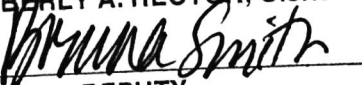
Dated: 2/28/23

Dated: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Stephanie K. Nelson
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

Center Name: **Coachella Valley SBDC**

Go-Biz TAEP (FY 22-23)	\$50,000
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Scope of Work:

Each service center is expected to at minimum, complete their leading indicator metrics. Leading Indicator metrics are derived from the following calculations: Number of consulting hours was derived from 100% of the total GO-Biz TAEP contributed budgets. Number of clients was calculated by dividing the number of consulting hours by five.

Leading Indicators:

Each center will be expected to reach at minimum, the leading indicators as detailed below.

Number of Clients	150
Number of Consulting Hours	900

Lagging Indicators (Network Goals):

Each center will be tasked with assisting the network with reaching and exceeding all of the below lagging goals. While centers will not be given separate lagging indicator metrics, future year funding will be based on the level of performance from the previous year.

Number of Clients Counseled	2,500
Number of Training Events	300
Number of New Business Starts	250
Number of Jobs Created/Retained	6,000
Dollar Amount of Increase in Sales	\$15,000,000
Number of Loans	100
Dollar Amount of Capital Infusion	\$19,000,000

**BUDGET JUSTIFICATION - YEAR 2022/23
(ESTIMATED COSTS)**

Name of Center: Coachella Valley SBDC
Name of Host Institution (if different): County of Riverside

Expenditure Type	Description	Funds Requested
A. PERSONNEL		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Personnel		\$ -
B. FRINGE BENEFITS		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Fringe Benefits		\$ -
C. TRAVEL		\$ -
Total Travel		\$ -
D. EQUIPMENT & SUPPLIES		\$ -
		\$ -
Total Equipment and Supplies		\$ -
E. CONTRACTUAL	SBDC Consultants	\$ 130,000.00
Total Contractual		\$ 130,000.00
F. RESEARCH & MARKETING (personnel and non-labor)		\$ -
		\$ -
		\$ -
Total Research & Marketing		\$ -
Total Budget		\$ 130,000.00
		R&M does not exceed 20%

**Grant Agreement # TAP2022-C11**

1. This Agreement is entered into between the State Agency and the Grant Recipient named below:

STATE UNIT/AGENCY NAME

CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND
ECONOMIC DEVELOPMENT

GRANT RECIPIENT NAME

CSU FULLERTON AUXILIARY SERVICES CORPORATION

2. The term of this Agreement is:

October 1, 2022 through September 30, 2023

3. The maximum amount of this Agreement is:

\$2,950,000.00 (two million nine hundred fifty thousand dollars and no cents)

4. The parties agree to comply with the terms and conditions of the following Agreement including exhibits which are by this reference made a part of this Agreement.

IN WITNESS THEREOF, the parties have executed this AGREEMENT hereto.

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME CSU FULLERTON AUXILIARY SERVICES CORPORATION	
BY (Authorized Signature) X.  9B55D2A9042A4A1...	DATE SIGNED October 17, 2022 10:56 PDT
PRINTED NAME AND TITLE OF PERSON SIGNING Charles D. Kisse1	
ADDRESS 1121 N. State College Blvd. Fullerton, CA 92831	
STATE OF CALIFORNIA	
STATE UNIT/AGENCY NAME CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature) X.  9F58079DD479481...	DATE SIGNED October 17, 2022 13:30 PDT
PRINTED NAME AND TITLE OF PERSON SIGNING Tara Lynn Gray, Director, California Office of the Small Business Advocate	
ADDRESS 1325 J STREET, SUITE 1800, SACRAMENTO, CA 95814	

CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE
SMALL BUSINESS TECHNICAL ASSISTANCE PROGRAM GRANT AGREEMENT

This Small Business Technical Assistance Program 2022/23 Grant Agreement (hereinafter referred to as the "AGREEMENT") dated October 1, 2022 is entered into by and between CSU FULLERTON AUXILIARY SERVICES CORPORATION (hereinafter "RECIPIENT"), and the Office of the Small Business Advocate within the Governor's Office of Business and Economic Development (hereinafter, "CalOSBA"), hereafter jointly referred to as the "parties" or individually as the "party."

- A. **WHEREAS**, CalOSBA is the sponsor and the manager of this award issued to the RECIPIENT under Agreement Number TAP2022-C11 ("Award");
- B. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as described in the 2022/23 Program Announcement to support direct small business technical assistance services to underserved small business owners, including women, people of color, and veteran-owned businesses as businesses in low-wealth, rural, and disaster-impacted communities included in a state or federal emergency declaration.
- C. **WHEREAS**, RECIPIENT is a Small Business Technical Assistance Center ("Centers"), defined as a federal small business technical assistance center or any established nonprofit community-based organization, exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, the mission of which includes economic empowerment of underserved microbusinesses or small businesses and entrepreneurs and that operates entrepreneurial or small business development programs which provide free or low-cost services to California's underserved businesses and entrepreneurs to enable their launch and sustained growth;
- D. **WHEREAS**, RECIPIENT is in compliance with all eligibility requirements including possession of an active grant or contract with a federal or private funding partner to administer a small business technical assistance program in California, ability to receive State funds, and possession of a plan of action and commitment to fully draw down any federal or private funds in their private agreement.
- E. **WHEREAS**, Federal funding partners means the federal Small Business Administration, federal Department of Commerce, federal Department of Defense, or any other federal agency with the authority to administer a small business technical assistance program in this state;
- F. **WHEREAS**, Private funding source means any entity that makes grants, and includes corporate or private philanthropy or similarly established nongovernmental entities;

G. **WHEREAS**, all parties acknowledge that this AGREEMENT and the Award are only available to Centers eligible for the California Small Business Technical Assistance Program (TAP); as described in Exhibit D, TAP 2022/23 Program Announcement (“Program Announcement”);

H. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as specified in Exhibit B (“Scope of Work and Performance Metrics”) and intends to compensate RECIPIENT for such services, as described in Exhibit C (“Budget Detail”);

NOW, THEREFORE, in consideration of the mutual and reciprocal promises and subject to the terms and conditions set forth herein, the parties agree as follows:

1. **Performance Metrics.** RECIPIENT shall be responsible for the results and progress described in the Scope of Work and Performance Metrics, which is attached and incorporated as Exhibit B.
2. **Term of Agreement.** The period of performance of this AGREEMENT shall be from October 1, 2022 – September 30, 2023, unless otherwise approved by CalOSBA in writing. On a case-by-case basis, Centers may receive up to a three-quarter extension to spend down 2022/23 Awards. Centers should ensure that grant funding requests and proposed scopes of work align with the 2022/23 grant period timeline. Centers are required to submit a formal request, Exhibit F, to CalOSBA via email at sbtaep@gobiz.ca.gov and copy the CalOSBA Program Manager, Jean Coleman at Jean.Coleman@gobiz.ca.gov.
3. **Delivery.** All materials, services, and/or deliverables required under this AGREEMENT must be completed and delivered to CalOSBA on or before September 30, 2023 unless otherwise approved in writing from CalOSBA.
4. **Termination of Agreement.** Either party may terminate this AGREEMENT upon ninety (90) calendar days advance written notice to the other party. Upon termination of this AGREEMENT, CalOSBA agrees to compensate RECIPIENT for all allowable, unavoidable, expenses reasonably incurred by RECIPIENT in the performance of its work under this AGREEMENT prior to the date of termination. RECIPIENT agrees to complete services and/or provide required deliverables through the date of termination. In the event of termination, the state is obligated to compensate the recipient only for all allowable and unavoidable expenses reasonably incurred by the recipient in the performance of its work under the agreement as of the effective date of the terminating event or otherwise agreed period to allow project closeout activities, as determined appropriate by CalOSBA. In addition, if a recipient has received notification from its federal or private funding partner that its cooperative agreement is scheduled for termination or that its operations are placed under a probationary status, the recipient must notify the Office of Small Business Advocate via email at SBTAEP@gobiz.ca.gov within 48 hours. Failure to notify the Office of Small Business Advocate may impact future eligibility.
5. **Material Breach** CalOSBA will assess each center based on achievements against Program goals and each center’s respective scope of work. CalOSBA reserves the right to terminate the agreement in

the case of a material breach. A material breach for the purposes of the Program may include, but shall not be limited to:

1. Failure to comply with established Program deadlines including failure to file timely reports.
 2. Noncompliance with metric reporting requirements.
 3. Noncompliance with narrative reporting requirements.
 4. Noncompliance with financial reporting or record-keeping requirements.
 5. Noncompliance in carrying out the scope of work established in the agreement.
 6. Failure to communicate with CalOSBA in a timely manner.
 7. Failure to spend funds in a timely manner, in accordance with the grant agreement.
 8. Termination of the Center's match agreement or determination of noncompliance of the center's match agreement with eligibility requirements established in the Program Announcement
 9. Inability to generate Local Cash Match funds.
 10. Closure of the small business technical assistance center or closure of the program utilized as match for the Program. Inability to receive Federal or Private Match Funds for any reason. Closure or termination of the small business technical assistance center operations for any reason including, but not limited to, the termination of its cooperative agreement with a Federal or Private Funding source.
6. **Waiver**. The waiver by one party of any breach of any term or condition of this AGREEMENT shall not be construed as a waiver of any other obligation by a party to perform pursuant to the terms and conditions of this AGREEMENT. Nor shall said waiver be construed as a continuing waiver of the original breach.
7. **Assignment**. No part of this AGREEMENT may be assigned by either party without the prior written consent of the other party.
8. **Amendments**. No part of this AGREEMENT shall be modified without the express written consent of both parties.
9. **Compensation**. The RECIPIENT is entitled to the compensation as set forth in Exhibit C for the Term of Agreement.
10. **Allowable Costs and Fees**. Allowable costs and fees eligible for reimbursement to the RECIPIENT for performance of this AGREEMENT must be in accordance with the Program Announcement and budget outlined in the AGREEMENT, including the attached exhibits.
11. **Invoicing and Reporting Requirements**. RECIPIENT must provide the required reports to CalOSBA by the established deadlines. Failure to file timely reports will be tracked for grant performance and may result in withholding reimbursements and could affect future requests for funding. CalOSBA will provide RECIPIENT with reporting and invoicing portal instructions by January 31, 2023.
- a. **Reporting Requirements**. The Authorized Representative must electronically submit performance reports quarterly during the 2022/23 Period of Performance. Quarterly performance reports are due within forty-five (45) days after the completion of the quarter

and within sixty (60) days of the last quarter. Performance reports must address the Center's progress towards meeting the major activities, objectives, and performance goals from the approved proposal in a brief narrative. These Reports must be a summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis. Furthermore, these Reports must justify the invoiced expenditures. Data reporting performance goals/measurements are collected through the CalOSBA Grantee Portal. Data integrity and the verification and validation of performance results are a CalOSBA priority, and also provide the validation of the quality and impact of the program. Centers are obligated to meet, at minimum, once a quarter with CalOSBA staff to share performance progress, and discuss any barriers or opportunities including shared best practices. Any invoice including costs towards travel as mileage reimbursement must be accompanied by backup documentation including, but not limited to: Google Map directions to and from the destination and a description of the intent of the travel in narrative format, including a description of the rural characteristics of the area.

- b. Invoicing Requirements.** The Authorized Representative must electronically submit a quarterly invoice to CalOSBA within forty-five (45) days after the completion of the first three quarters and within sixty (60) days of the completion of the fourth and final quarter of the 2022/23 program period. With the exception of the final invoice, any invoice submitted for less than \$1000 will be held for payment with the following quarter's invoice. CalOSBA will not process any payment request submitted more than ninety (90) calendar days after the end of the specified quarter.

- 12. Payment.** CalOSBA agrees to pay approved invoices within forty-five (45) calendar days upon receipt. In no event shall the RECIPIENT request reimbursement from CalOSBA for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this AGREEMENT. Invoices shall be paid upon satisfactory completion of AGREEMENT work and submittal of all reports required in this AGREEMENT as described in the AGREEMENT and the Exhibits. "Satisfactory completion" as used in this AGREEMENT means that the RECIPIENT has complied with all terms, conditions, and performance requirements of this AGREEMENT. All Award Funds shall be used solely for the purpose of performing the work as set forth in this AGREEMENT.
- 13. Third-party contracts.** RECIPIENT acknowledges that additional third-party contracts related to the performance and duties of this Agreement, in which RECIPIENT seeks to enter, beyond the scope of the original approved budget, must be approved by CalOSBA prior to execution.
- 14. Publicity and Acknowledgement.** The RECIPIENT is required to include the following logo (Exhibit A) and disclosure on all materials produced in whole or in part with Project Funds:

1. "Funded in part through a Grant with the California Office of the Small Business Advocate."

Materials that include editorial content must include the following alternate acknowledgement:

2. "Funded in part through a Grant with the California Office of the Small Business Advocate. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the California Office of the Small Business Advocate."

The CalOSBA logo may be placed in close proximity to the Recipient's logo or placed in a prominent location elsewhere on the material. The CalOSBA logo may not be placed in close proximity to any third party logo or used in such a way as to imply that a relationship exists between CalOSBA and any third party. Any use of the CalOSBA logo must be accompanied by one of the above disclosure statements within reasonable proximity to the logo.

Neither the CalOSBA logo nor the acknowledgement statement may be used in connection with activities outside the scope of work. Similarly, the CalOSBA logo and acknowledgement statement may not be used on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. The CalOSBA logo and acknowledgement statement may not be used on social media sites without CalOSBA's prior written approval.

Failure to comply with the publicity and acknowledgement constitutes poor performance and may affect future funding opportunities from CalOSBA.

15. **Indemnification/Warranty Disclaimer/Limitation of Liability.** RECIPIENT shall defend, indemnify and hold CalOSBA, and the State of California, its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from RECIPIENT'S or its agents' or assigns' willful misconduct or gross negligence in connection with this AGREEMENT; provided that, RECIPIENT shall not be liable for any direct, indirect, incidental, special or consequential damages that arise from a breach of this AGREEMENT. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, CALOSBA, ITS AGENTS OR EMPLOYEES, OR ANYONE ELSE INVOLVED IN THIS AGREEMENT BE LIABLE TO RECIPIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT, UNLESS CALOSBA ENGAGES IN WILLFUL MISCONDUCT OR IS GROSSLY NEGLIGENT IN CONNECTION WITH THIS AGREEMENT.
16. **Force Majeure.** If by reason of force majeure the RECIPIENT's performance hereunder is delayed, hampered or prevented, then the performance by the RECIPIENT 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 RECIPIENT's control which would excuse the RECIPIENT's performance as a matter of law.
17. **Notice of Force Majeure.** RECIPIENT agrees to give CalOSBA at GO-Biz written notice of an event of force majeure under this Paragraph 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 RECIPIENT from reasonably giving notice within this period. RECIPIENT will give such notice at the earliest possible time following the Force Majeure.

- 18. Public Records.** RECIPIENT acknowledges that CalOSBA are subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). This AGREEMENT and materials submitted by RECIPIENT to CalOSBA may be subject to a PRA request, except in the event that such documents submitted to CalOSBA are considered confidential information and exempt under the PRA. In the event records of the RECIPIENT are requested through a PRA, CalOSBA will notify the RECIPIENT, as soon as practicable that a PRA request for the RECIPIENT's information has been received, but not less than five (5) business days prior to the release of the requested information to allow the RECIPIENT to seek an injunction. CalOSBA will work in good faith with the RECIPIENT to protect the information to the extent an exemption is provided by law.
- 19. Nondiscrimination.** RECIPIENT 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, religion/creed, sex/gender (including pregnancy, childbirth, breastfeeding or related medical condition), sexual orientation or gender identity/expression, ancestry/national origin, age (40 or older) , marital status disability (mental and physical), medical condition, genetic information, military or veteran status.
- 20. Retention of Records.** RECIPIENT agrees to maintain and preserve all records relative to this AGREEMENT for three (3) years after termination.
- 21. Audit.** The books and accounts, files, and other records of the RECIPIENT, which are applicable to this AGREEMENT, shall be available for inspection, review, and audit during normal business hours by CalOSBA and its representatives to verify performance metrics and determine the proper application and use of all funds paid to or for the account or benefit of the RECIPIENT. RECIPIENT agrees that CalOSBA may request that the applicant provide details relating to the source and amount of nonstate local match funds. The center, not GO-Biz or CalOSBA, will retain possession and control of any and all reporting materials and backup documentation and will make them available to CalOSBA for inspection and audit upon request so that CalOSBA can verify that both the center and any subrecipients have complied with the grant program's terms and conditions, and have executed the contracts and effectuated the program consistent with the statutory goals of the program.
- 22. Severability.** Should any part, term, or provision of this AGREEMENT 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 AGREEMENT. Any and all other terms of this AGREEMENT shall remain in full force and effect.
- 23. Applicable Law and Consent to Jurisdiction.** This AGREEMENT will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any

state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

- 24. Attorneys' Fees.** In the event of any litigation between the parties concerning the terms and provisions of this AGREEMENT, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.
- 25. Interpretation.** Each party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each party and its counsel, if appropriate, have participated fully in the review and revision of this AGREEMENT. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this AGREEMENT. The language in this AGREEMENT shall be interpreted as to its fair meaning and not strictly for or against any party.
- 26. Days.** Any reference to days in this AGREEMENT, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.
- 27. Notices.** Any notices required or permitted to be given under this AGREEMENT shall be given in writing and shall be delivered (a) in person, (b) by certified mail, (c) by facsimile with confirmed receipt required, electronic communication with confirmed receipt required, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as set forth below, or as the applicable party shall specify to the other party in writing.
- 28. Representation on Authority of Parties/Signatories.** Each person signing this AGREEMENT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this AGREEMENT. Each party represents and warrants to the other that the execution and delivery of the AGREEMENT and the performance of such party's obligations hereunder have been duly authorized and that the AGREEMENT is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 29. Entire Agreement.** This AGREEMENT, including any referenced attachments, exhibits, appendices and references, constitutes the entire AGREEMENT and supersedes any other written or oral representations, statements negotiations, or agreements with respect to the Award described herein.
- 30. Contents and Order of Precedence.** Included in this AGREEMENT are the following exhibits and all exhibits are hereby incorporated by reference into this AGREEMENT
- a. Exhibit A – California Office of the Small Business Advocate's Logo
 - b. Exhibit B – Scope of Work and Performance Metrics
 - c. Exhibit C – Budget Detail
 - d. Exhibit D – Program Announcement
 - e. Exhibit E – Change Order Request Form
 - f. Exhibit F – No Cost Term Extension Request Instructions
 - g. Exhibit G – Third-Party Contractual Request Form

Exhibit A – California Office of the Small Business Advocate Logo



Click here to download CalOSBA GO-Biz Logos: [CalOSBA GO-Biz Toolkit](#)

END EXHIBIT A

Exhibit B – Scope of Work and Performance Metrics

This establishes the annual Small Business Technical Assistance Program scope of work and metrics for the RECIPIENT during the 2022/23 California Small Business Technical Assistance Program.



Technical Assistance Program FY 2022-2023

Application Full Report

2022-23 Application Period

Program Performance Period: October 1, 2022 – September 30, 2023

General Info	
Application ID:	273
Application Type:	Technical Assistance Program
Status:	Awarded
Lead Organization Type:	OC IE SBDC
Other Lead Organization Type (if applicable):	
Is this a network wide proposal?	Yes
Address Line 1:	800 N. State College Blvd.
Address Line 2:	SGMH-4157
City:	Fullerton
State:	California
Zip Code:	92831

Authorized Representative	
Last Name, First Name:	Kissel, Charles D.
Email:	ckissel@fullerton.edu
Organization:	CSU Fullerton Auxiliary Services Corporation
Title:	Executive Director
Phone Number:	(657) 278-4100

Fiscal Authority	
Legal Host Name:	CSU Fullerton Auxiliary Services Corporation
Address Line 1:	1121 N. State College Blvd.
Address Line 2:	
City:	Fullerton
State:	California
Zip Code:	92831



Technical Assistance Program FY 2022-2023 Application Full Report

2022-23 Application Period

Program Performance Period: October 1, 2022 – September 30, 2023

Non-State Funding Source			
Funding Source:		SBDC	
If Other, Provide Name of Funding Source:			
Award Type:		Cooperative Agreement	
Award Cycle:		Annual Competition	
Award Begin Date:	01/01/2022	Award End Date:	12/31/2023
At the time of the application, does your Center have an active award from the federal or private funding partner?			Yes
If no, at the time of application, does your Center have a verified letter of intent from the federal funding partners that the Center will be awarded with a performance start date on or before October 1, 2021?			N/A

Proposal

Center Name: Orange County Inland Empire Small Business Development Center

Center Director: Mike Daniel

Center Email: midaniel@fullerton.edu

Center Email: (657) 278-5168

Center Location: 800 N. State College Blvd. SGMH-4157, Fullerton, CA 92831

Geographic Area of Service: Orange, Riverside, San Bernardino

Assembly District(s): 40, 42, 47, 52, 55, 56, 60, 61, 65, 67, 68, 69, 72, 73, 74

Senate District(s): 20, 23, 28, 29, 31, 34, 36, 37

Number of Training Events: 350

Number of Unique Clients Trained: 3,000

Number of New Clients Trained: 1,500

Number of Unique Clients Consulted (Total): 4,000

Number of Unique Clients Consulted (Women): 1,400

Number of Unique Clients Consulted (Black/African American): 200

Number of Unique Clients Consulted (Asian): 600

Number of Unique Clients Consulted (Native American or Alaska Native): 20

Number of Unique Clients Consulted (Native Hawaiian or Pacific Islander): 20

Number of Unique Clients Consulted (Latino/Hispanic): 1,200

Number of Unique Clients Consulted (Veterans): 120

Number of Unique Clients Consulted (Low-Wealth): 200

Number of Unique Clients Consulted (Rural): 80

Number of Unique Clients Consulted (Disaster-Impacted): 0

Number of New Clients Consulted (Total): 1,650

Number of New Clients Consulted (Women): 660

Number of New Clients Consulted (Black/African American): 50

Number of New Clients Consulted (Asian): 248

Number of New Clients Consulted (Native American or Alaska Native): 5

Number of New Clients Consulted (Native Hawaiian or Pacific Islander): 5

Number of New Clients Consulted (Latino/Hispanic): 578

Number of New Clients Consulted (Veterans): 50

Number of New Clients Consulted (Low-Wealth): 83

Number of New Clients Consulted (Rural): 33

Number of New Clients Consulted (Disaster-Impacted): 0

Number of New Businesses Started (Total): 300

Number of New Businesses Started (Women): 75

Number of New Businesses Started (Black/African American): 10

Number of New Businesses Started (Asian): 30
Number of New Businesses Started (Native American or Alaska Native): 2
Number of New Businesses Started (Native Hawaiian or Pacific Islander): 1
Number of New Businesses Started (Latino/Hispanic): 50
Number of New Businesses Started (Veterans): 5
Number of New Businesses Started (Low-Wealth): 10
Number of New Businesses Started (Rural): 3
Number of New Businesses Started (Disaster-Impacted): 0

Number of Jobs Created (full and part-time) (Total): 1,500
Number of Jobs Created (full and part-time) (Women): 600
Number of Jobs Created (full and part-time) (Black/African American): 75
Number of Jobs Created (full and part-time) (Asian): 225
Number of Jobs Created (full and part-time) (Native American or Alaska Native): 5
Number of Jobs Created (full and part-time) (Native Hawaiian or Pacific Islander): 5
Number of Jobs Created (full and part-time) (Latino/Hispanic): 525
Number of Jobs Created (full and part-time) (Veterans): 45
Number of Jobs Created (full and part-time) (Low-Wealth): 75
Number of Jobs Created (full and part-time) (Rural): 30
Number of Jobs Created (full and part-time) (Disaster-Impacted): 0

Number of Jobs Retained (full and part-time) (Total): 10,000
Number of Jobs Retained (full and part-time) (Women): 4,000
Number of Jobs Retained (full and part-time) (Black/African American): 500
Number of Jobs Retained (full and part-time) (Asian): 1,500
Number of Jobs Retained (full and part-time) (Native American or Alaska Native): 10
Number of Jobs Retained (full and part-time) (Native Hawaiian or Pacific Islander): 10
Number of Jobs Retained (full and part-time) (Latino/Hispanic): 3,500
Number of Jobs Retained (full and part-time) (Veterans): 300
Number of Jobs Retained (full and part-time) (Low-Wealth): 500
Number of Jobs Retained (full and part-time) (Rural): 200
Number of Jobs Retained (full and part-time) (Disaster-Impacted): 0

Dollar Amount of Increase in Sales (Total): \$50,000,000
Dollar Amount of Increase in Sales (Women): \$5,000,000
Dollar Amount of Increase in Sales (Black/African American): \$2,500,000
Dollar Amount of Increase in Sales (Asian): \$5,000,000
Dollar Amount of Increase in Sales (Native American or Alaska Native): \$0
Dollar Amount of Increase in Sales (Native Hawaiian or Pacific Islander): \$0
Dollar Amount of Increase in Sales (Latino/Hispanic): \$5,000,000
Dollar Amount of Increase in Sales (Veterans): \$1,500,000
Dollar Amount of Increase in Sales (Low-Wealth): \$1,500,000
Dollar Amount of Increase in Sales (Rural): \$500,000
Dollar Amount of Increase in Sales (Disaster-Impacted): \$0

Number of Contracts (Total): 10
Number of Contracts (Women): 0
Number of Contracts (Black/African American): 0
Number of Contracts (Asian): 0
Number of Contracts (Native American or Alaska Native): 0
Number of Contracts (Native Hawaiian or Pacific Islander): 0
Number of Contracts (Latino/Hispanic): 0
Number of Contracts (Veterans): 0
Number of Contracts (Low-Wealth): 0
Number of Contracts (Rural): 0
Number of Contracts (Disaster-Impacted): 0

Dollar Amount of Contracts (Total): \$1,000,000
Dollar Amount of Contracts (Women): \$0
Dollar Amount of Contracts (Black/African American): \$0
Dollar Amount of Contracts (Asian): \$0
Dollar Amount of Contracts (Native American or Alaska Native): \$0
Dollar Amount of Contracts (Native Hawaiian or Pacific Islander): \$0
Dollar Amount of Contracts (Latino/Hispanic): \$0
Dollar Amount of Contracts (Veterans): \$0
Dollar Amount of Contracts (Low-Wealth): \$0
Dollar Amount of Contracts (Rural): \$0
Dollar Amount of Contracts (Disaster-Impacted): \$0

Number of Loans (Total): 75
Number of Loans (Women): 30
Number of Loans (Black/African American): 3
Number of Loans (Asian): 11
Number of Loans (Native American or Alaska Native): 0
Number of Loans (Native Hawaiian or Pacific Islander): 0
Number of Loans (Latino/Hispanic): 26
Number of Loans (Veterans): 2
Number of Loans (Low-Wealth): 3
Number of Loans (Rural): 2
Number of Loans (Disaster-Impacted): 0

Dollar Amount of Loans (SBA loans and non-SBA loans) (Total): \$12,500,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Women): \$2,500,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Black/African American): \$625,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Asian): \$1,500,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Native American or Alaska Native): \$0
Dollar Amount of Loans (SBA loans and non-SBA loans) (Native Hawaiian or Pacific Islander): \$0
Dollar Amount of Loans (SBA loans and non-SBA loans) (Latino/Hispanic): \$3,500,000

Dollar Amount of Loans (SBA loans and non-SBA loans) (Veterans): \$375,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Low-Wealth): \$625,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Rural): \$250,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Disaster-Impacted): \$0

Dollar Amount of Equity Capital (to include private investment) (Total): \$35,000,000
Dollar Amount of Equity Capital (to include private investment) (Women): \$10,000,000
Dollar Amount of Equity Capital (to include private investment) (Black/African American): \$1,750,000
Dollar Amount of Equity Capital (to include private investment) (Asian): \$5,250,000
Dollar Amount of Equity Capital (to include private investment) (Native American or Alaska Native): \$0
Dollar Amount of Equity Capital (to include private investment) (Native Hawaiian or Pacific Islander): \$0
Dollar Amount of Equity Capital (to include private investment) (Latino/Hispanic): \$2,500,000
Dollar Amount of Equity Capital (to include private investment) (Veterans): \$1,000,000
Dollar Amount of Equity Capital (to include private investment) (Low-Wealth): \$1,000,000
Dollar Amount of Equity Capital (to include private investment) (Rural): \$250,000
Dollar Amount of Equity Capital (to include private investment) (Disaster-Impacted): \$0

Additional Funds Raised (non-dilutive funding, grants, etc.) (Total): \$2,000,000
Additional Funds Raised (non-dilutive funding, grants, etc.) (Women): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Black/African American): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Asian): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Native American or Alaska Native): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Native Hawaiian or Pacific Islander): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Latino/Hispanic): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Veterans): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Low-Wealth): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Rural): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Disaster-Impacted): \$0

Total Budget Request: \$2,950,000

Total Budget Request (all centers): \$2,950,000

The total budget request must not exceed federal or private award share.

**Orange County Inland Empire SBDC Network
Technical Assistance Program (TAP)
FY 2022-2023 Grant Proposal**

Geographic Area of Service:

Orange, Riverside, San Bernardino

Assembly Districts: 40, 42, 47, 52, 55, 56, 60, 61, 65, 67, 68, 69, 72, 73, 74

Senate Districts: 20, 23, 28, 29, 31, 34, 36, 37

SECTION IV: Proposal Narrative

Proposed Scope of Work – 55 points

- 1. Past performance: Describe how your center has previously supported small businesses with technical assistance and the impact of your previous or ongoing technical assistance programs. 5 points.**

The Orange County Inland Empire Small Business Development Center Network (SBDC) provides consulting, training and resources to help small businesses grow and succeed. California's premier provider of small business technical assistance; the OCIE SBDC Network has more ten SBDC service centers spread throughout the three county region of Orange, San Bernardino and Riverside counties. Since 2003, the OCIE SBDC program has been a leading voice in small business development and has built the largest business development program in the region to foster spirit, support and success of hundreds of thousands of entrepreneurs. The OCIE SBDC Network is funded in part by the U.S. Small Business Administration (SBA), the Governor's Office of Business and Economic Development (GO-Biz) and other public and private partners. Each year the OCIE SBDC Network Lead Center administers up to \$3.5M in federal funding through the SBDC program, \$3M in state funding through , and an additional \$2M in other grant funding such as agreements with cities, counties, lenders, and private organizations. The network has built capacity and expertise to oversee business development and technical assistance programs that provide opportunity and expertise to the business community of the region and throughout the state of California.

The OCIE SBDC Network has been hosted by California State University, Fullerton since 2003. Based out of the College of Business and Economics at California State University Fullerton, one of the largest accredited business schools in the United States, the SBDC is focused upon improving, supporting and growing the small business sector. The Orange County Inland Empire SBDC network includes ten service centers spread throughout the region that include California State University, Fullerton, Rancho Santiago Community College District, OCTANe accelerator, University of California, Irvine, California State University, San Bernardino, University of California, Riverside, County of Riverside and the Orange County Hispanic Chamber of Commerce. The service area for the network includes Orange, Riverside and San Bernardino counties – a geographic area of more than 28,000 square miles, all of which are paramount to the success of trade in Southern California. The Network is continually being called upon by the Small Business Administration, Governor’s Office of Business and Economic Development and other SBDC networks for the innovate programs, outreach, resources and service techniques being offered to small businesses.

****OCIE SBDC Network Metrics from 2018-2022***

Metric	Results
Clients Consulted	24,678
Total Counseling Hours	171,630
Business Starts	1,484
Capital Infusion - Debt and Equity	\$ 1,423,424,794
Jobs Supported - Created and Retained	122,533
Total Training Events	2,202
Total Training Attendees	99,604

The OCIE SBDC Network assists both start-up businesses and current small business owners with one-on-one consulting and training. The core areas of consulting at the OCIE SBDC are

business planning, funding and finance, marketing, and management for small businesses. The OCIE SBDC also offers assistance specifically for high tech, high growth scalable businesses. Over the past 5 years, the OCIE SBDC has consulted with almost 25,000 current and future small businesses in various areas of growth and start-up more than 50% of those clients were immigrants, people of color, women and veterans. Over the past twelve months, the OCIE SBDC has consulted and trained more than 60,000 small business, provided 50,000 hours of one-on-one business consulting, and helped its clients access more than \$350,000,000 in both debt and equity capital.

Over the past several years, the network has added key consultants that speak Korean, Mandarin, Arabic, Spanish, Farsi, French and Vietnamese and have specific areas of expertise in restaurant,

retail, hospitality, manufacturing and e-commerce. These target demographics have allowed the network to build partnerships with ethnic and immigrant chambers of commerce, the counties of Orange, Riverside and San Bernardino, cities such as Barstow and Coachella. The SBDC network will continue to build specialized programming and consulting targeted at assisting underserved communities with creating new pathways to financial freedom and give them the ability to build generational wealth.

In addition, the OCIE SBDC Network has worked with more than 20+ cities and counties to build specific grant programs for small businesses over the past five years and more specifically during the COVID-19 pandemic. These funds are either CDBG, CARES Act or general fund dollars and are targeted at small businesses within these communities. Cities the SBDC has worked with include Huntington Beach, Fountain Valley, Fullerton, La Palma, Newport Beach, Costa Mesa, Buena Park, Anaheim, Westminster, Seal Beach, Los Alamitos, Tustin and more. The SBDC created the guidelines, built the application, received the documents and assisted the clients with anything they needed to complete the application process and receive their funding. The OCIE SBDC partnered with multiple cities, Westminster, Garden Grove, Yucaipa and Fountain Valley on creating loan programs for small businesses, using city general fund dollars. In total, these grant and loan programs helped more than 5,000 small businesses receive disaster funding assistance of more than \$40,000,000 that were all administered through the OCIE SBDC.

2. Scope of Work: Describe what your center will use TAP funding for and how your proposed Scope of Work will fill gaps and deliver high quality small business technical assistance offerings to small businesses in California, including underserved small businesses. Please be specific in both your vision and the action plan you will use to achieve it. 35 points.

- a. Clearly explain your overall vision and scope including key milestones.**
- b. Include specific strategies, goals, and metrics to achieve your proposed scope of work.**
- c. Describe how your key programs will support underserved businesses in California including how your outreach strategy will support reach to underserved businesses in California.**

d. Describe how this proposed Scope of Work will build on the base programming supported by your match agreement.

The OCIE SBDC Network through one-on-one consulting and training, serviced more than 15,000 minority small business owners during the past 12 months. More than half of the clients that engage with the SBDC are Hispanic, Black, Asian American, female or of veteran status. SBDC service centers have increasingly become active in minority communities and have built programming that reflects the needs of each distinct community. Additional consultants have been hired that speak multiple languages and when possible, also own and operate small businesses in the community they are serving. SBDC service centers or satellite offices are being opened in underserved communities that have a large population of minority small businesses. The CA SBDC Network has worked on creating more services and expertise that can address the major industries of struggling minority small businesses. The SBDC has added consultants that are experts in restaurant, retail and hospitality businesses and operations. Programming over the past several years was developed to assist small businesses that had the greatest potential of failing, without support. The Orange County Inland Empire SBDC network will continue to build training and consulting programs that focus on underserved and underrepresented areas. Over the past year, the network has added key consultants that speak Korean, Mandarin, Arabic, Spanish, Farsi, French and Vietnamese and have specific areas of expertise in restaurant, retail, hospitality, manufacturing and e-commerce.

The OCIE SBDC has created Californiashopsmall.com, a new private label e-commerce site that will be funded and managed by the network, to support online growth of small business. California Shop Small will have the ability to have up to five hundred small business owners and entrepreneurs on a special site, where customers can purchase products and services, all at no cost to the business owner. The intent of the program is to teach small business owners, specifically minority and underserved, how to sell online. Once they have become successful, they can move their online platform to Shopify or Amazon, to increase their sales. The California Shop Small e-commerce site will allow for cities, counties and the state to create a Shop Local program, all aimed at assisting businesses with generating sales. This new platform focuses on educating both new and existing businesses and giving them a platform to generate online sales, all while learning how to utilize different online platforms to generate sales.

Start-Up Programming:

For any client within the OCIE SBDC region that is interested in starting a business, they will all follow the SBDC Start four-step process. The OCIE SBDC Network will grow and expand its industry specific programming, in an effort to better service start-up businesses and reduce hours spent on clients in one-on-one consulting. Programs are taught in a cohort style, where 25-30 clients receive scholarships to attend the programs. Clients receive customized one-on-one consulting from the Network during and after the program to assist in the start and growth of each business. These programs are specifically designed for clients in disadvantaged areas (e.g., areas facing high unemployment and poverty, rural areas, and/or lack of capital access) and underserved groups (e.g., veterans, minority and women business owners and entrepreneurs, ex-offenders, the long-term unemployed and similar groups) throughout the region. The switch to this type of programming for pre-venture clients has led to a much bigger impact with assisting OCIE SBDC clients with starting their business. The goal over the next year is to help 500 entrepreneurs within the region to make their first sale and officially start their business. The program will focus on participants that are starting restaurant, retail, hospitality and personal service businesses and will be taught in the languages of highest usage in the region (English, Spanish, Vietnamese, Korean and Chinese). The target audience will be immigrants and people of color of any age that have already started or are interested in starting a business. For many, starting a new business will be their way to build generational wealth that is otherwise not available to them.

Entrepreneurial training development and implementation

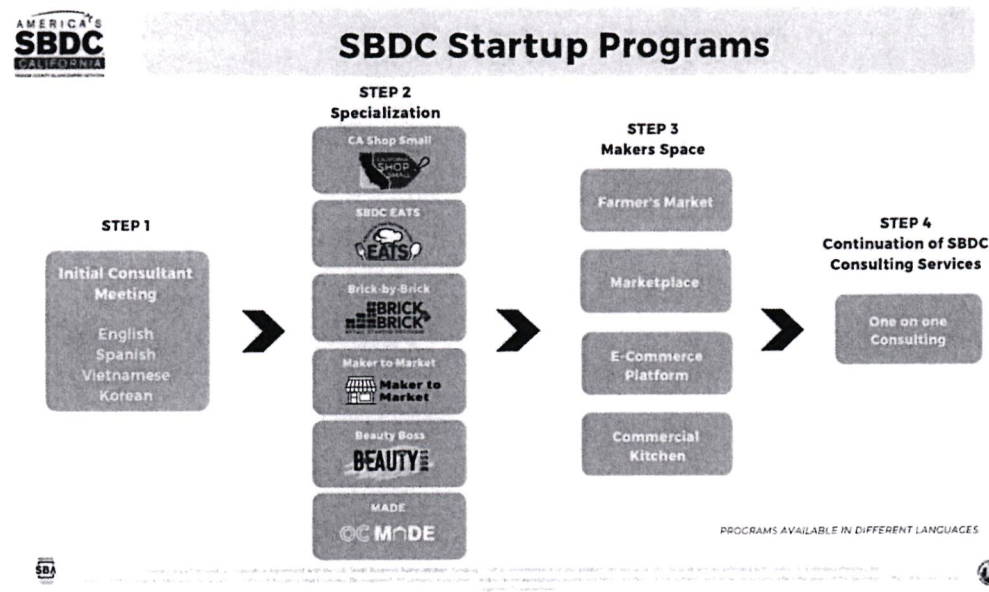
The OCIE SBDC Network Lead Center has created a four-step process that will both educate participants who are starting their business and also lead them directly into a sale. This process will take a participant from learning the basics to a specialized training program, based in their business industry and then into a selling channel. The OCIE SBDC Network has used this model for the past several years and it has led to many more successful start-up businesses moving them from idea stage to creating their first sale. As participants complete the different steps in the SBDC Start program, they will be tracked within the OCIE SBDC Network CRM system. Programming is created on a quarterly basis and is conducted by all centers within the network. Please see chart below for a full visual of the SBDC Start Program educational program.

Step 1: Initial Consultation

All participants will begin with a one-on-one consultation from one of the 150+ business consultants throughout the OCIE SBDC. Consultants will access each client and figure out the right path/program for each entrepreneur to pursue. Once the entrepreneur and the consultant find the appropriate training path, the client will be registered and will attend the training program. Participants will meet with their SBDC business consultant in the language they prefer as the SBDC has a team of consultants that collectively speak more than 20+ languages.

Step 2: Training

Each participant will be placed in an appropriate training program that will accelerate their idea and prepare them to launch their business. All programs will cover the basics of business ownership including business planning, marketing including social and digital, licenses and



permits, financials and projections, access to capital, competition analysis and more. Each program will focus on key concepts and

specialties based on the need of that specific industry. All programs will last between eight and twelve sessions, depending on the type of programming and needs from the industry to get started. Each session will meet either in-person or via zoom and will last between one and half and two hours, for a total of twelve to twenty-four hours of training curriculum. Each program will be offered at least once per quarter and all participants that attend every session of their specific training course will be eligible to complete a California Dream Fund Application. OCIE SBDC Specialized Training Programs include:

- **California Shop Small** – Starting an E-Commerce business on Californiashopsmall.com.

- **SBDC EATS** – A food incubator program that prepares entrepreneurs to start
- **Brick-by-Brick** – A startup program that assists aspiring retailers from concept to new store
- **SBDC Tech** – A start-up program for tech entrepreneurs
- **Beauty Boss** – A beauty industry start-up program
- **MADE** – A program assisting startup businesses with entering a marketplace or swap meet
- **SBDC Start** – A general start-up program that covers the basics

Step 3: Proof of Concept

All participants, regardless of whether they receive grant funds, will move to step three, where the participant will be given the chance to make a sale. For those participants that are looking to sell online, they will be given a free e-commerce virtual shop that they can put their products/services on. For participants that are selling food products, they will either receive a free booth at a Farmer's Market/Swap meet or be able to use a commercial kitchen (at no cost) and sell their products online or in the commercial kitchen market. Participants that are looking to start a brick-and-mortar business, they will be given a small space (no cost) at an e-bay store or can receive a free space at a Marketplace in Orange County or Inland Empire. Participants creating a product in a Maker's Space will be able to sell their products online or at a Marketplace. The Proof of Concept phase of the Right Start Program allows a participant to begin to make sales and better understand their customers and how to run their business. There is nothing more valuable than pushing a participant into a sales channel and allowing them to understand their potential market.

Step 4: Continuation of customized technical assistance

After each participant completes their Proof of Concept and begins selling they will be assigned a SBDC consultant that will continue to provide technical assistance for the life of their business. Now that each participant has had a chance to sell their products or services, the SBDC consulting teams will work on refining their sales, understanding new channels, creating financials and more. For existing businesses that need are looking to qualify for the SBDC Start Program opportunity, each participant will meet with a SBDC consultant for an initial session. At that time, the participant will either go to step one or if they are more advanced, they will move to the specialization education training.

Existing Business:

California SBDC's offer free, individualized and confidential one-on-one advising for existing businesses and start-ups with the potential for job creation, revenue and profit growth, and new business development ideas which stimulate economic development throughout the state of California and beyond. SBDC consultants have been trained to work one-on-one with small business owners to understand gaps in their business and build opportunities to help them grow. The goal of the SBDC is to make our clients better business owners. OCIE SBDC consultants collectively speak more than 20+ languages including: English, Spanish, Chinese (Mandarin), Vietnamese, French, Arabic, Turkish, Korean, Tagalog and more. One of the unique qualities of SBDC consultants are that they are all part-time employees within the network and they all own their own business or are business experts in the communities that they serve at the SBDC.

For existing businesses, the OCIE SBDC has a proven consulting model for success. All clients begin with an initial appointment where the Lead Consultant does an assessment of the client's business. The assessment contains four components to the OCIE SBDC process which are planning, cash, customer and people. The assessment phase of the SBDC engagement with the client will break down the financials, the client's customers and marketing strategy, the client's current workforce and the management strategy for the business. The outcome of this process is growth plan scope of work that includes bench-marking financial data to the industry, a set of Key Performance Indicators to analyze growth and a plan of action. From this point, the consultant will enter into an agreement with the client on how to move forward and expected timeframes and expected outcomes from the engagement. The Lead Consultant's plan will include how they will work with a client and how they will utilize other specialty programs and centers at various times throughout the engagement. Once the scope of work is completed, the client will go through another assessment and a new scope of work will be created.

Wrap Around Services:

The OCIE SBDC has been adding additional services and centers to the network, as the need for generating new sales channels and attracting new customers to small businesses has increased. These services are open to all network centers and their clients and all consultants within the OCIE SBDC have been trained to understand when a client is ready for some of these add on services. The network has added two new specialty programs that have been designed to find additional sales in new ways for businesses. The SBDC Contracting Center launched in 2022 to

focus on minority and underserved businesses and assisting them with finding procurement opportunities at the state, local and corporate levels. The Procurement Center currently has four consultants and assists with certifications, sourcing and writing contracts and access to capital and bonding. The International Trade Center will launch in the fall of 2022 and has a team of five consultants who have just been hired and are all experts in different facets of trade. The center will focus on local California manufacturers and assist them with either finding their first overseas buyer or finding additional countries and buyers. The core competencies of the International Trade Center are focused on building a trade plan, regulations, market research and access to capital. During the COVID-19 pandemic, the OCIE SBDC turned one of its older struggling centers into a network Digital Media Lab or DML for short. The DML is a network marketing agency that assists clients with building digital and social marketing for their business to drive new customers to their business. The SBDC Digital Media Lab focuses on a client audit of their current marketing and does an assessment against their competition and prepares a scope of work on a tactical digital or social platform. The DML's role within the network is to find ways for businesses to increase their sales and attract new customers utilizing new or enhanced marketing techniques and channels. The TAP grant has allowed the OCIE SBDC to continue to build new centers and programs that are specific and tactical to the needs of small businesses today. As business changes, the OCIE SBDC will continue to change and iterate to make sure that it remains current and relative to the needs of small businesses in our community.

Technology:

The OCIE SBDC has three unique tech centers within the network. UC Riverside houses a tech center that focuses on early-stage deep tech clients that are located in the Inland Empire. UC Riverside assist tech clients with building their technology, preparing for their pitch, creating their team and finding the client's capital. The UC Riverside SBDC also assists clients with SBIR preparation and hosts a network-wide SBIR conference every October. The UC Irvine SBDC focuses on clients within the county of Orange and prepares clients for Angel investment. The center works with clients that are at a minimally viable product (MVP) stage and assist with building the client's financials, putting the team together, completing the pitch and introducing the client to Angel groups. The Launchpad SBDC assists clients within Orange County with accessing venture capital with an emphasis on Series A funding. Launchpad SBDC works with

medical device and technology companies that are either already commercialized or getting ready to commercialize. The center works with clients in pitch prep and introductions to capital. The three tech centers combined, work across the entire ecosystem of the/scalable business ventures and can assist from idea-stage through commercialization and exit.

Finance:

The OCIE SBDC has created The SBDC Finance Center that employs finance consultants that assist clients through the loan packaging process and then does matchmaking with an appropriate lender for SBDC clients. The consultants in the SBDC Finance Center are all current or former underwriters in lending institutions. The process starts with the loan consultant working with a client to assemble a bank worthy loan package. Once a loan package has been created the loan specialist's job is to reach out to the several banks, CDFI's and non-profits that might be interested in a client's loan package. The business consultant actively shops the loan for the client with a core group of collaborating financial institutions that actively engage with the SBDC Finance Center. We have grown partnerships with these funding sources and rather than partnering with banks at a branch level, we work with the decision makers and loan underwriters to receive quick decisions as to whether the loan is bankable – saving our clients' time and energy. The SBDC Finance Centers have built several key relationships over the past three years of its operation. The role of the SBDC Finance Center is to understand all lending resources in the region and understand what their credit box is and what type of clients they are looking to fund. The Finance Center works with more than 100+ lenders and understands who will fund start-ups versus existing business and who does micro loans versus commercial property loans.

3. Detail the feasibility of your proposal and specific strategies your center will employ to achieve your proposed goals. Detail the strong likelihood of achieving proposed outcomes. Note any strategies for mitigating past performance issues, if applicable. For network and group-based submissions proposing a multi-center proposal, describe in detail how the network of Centers will leverage each other to implement the Program.

The OCIE SBDC network consists of ten service centers, four traditional SBDC centers, three tech centers, a finance center, a procurement center, an international trade center and a digital marketing lab. The network has made several changes to its service delivery over the past

several years to reflect the needs of the small business community and to expand its reach. Rather than having siloed centers that work independently of each other, the network uses each of the centers cohesively, so there is a higher level of expertise and focus within each center. Clients, through their consultants can access all of the network resources, rather than being limited to a single center's expertise. This has allowed the network to grow its portfolio, have better success and to be a better partner to other SBDC's and outside partners. As the OCIE SBDC's network has become more specialized, the Network has surpassed all of its Federal and State goals that have been allocated. With additional funding from both SBA and GO-Biz, the goal is to place training and consulting programs in additional areas throughout the region, with a special emphasis on underserved and underprivileged areas.

The Network has been able to take advantage of the partnerships that exist within each service center host and extrapolate that to the whole Network. Many of the programs that are created within the Network are rolled out throughout the region, so that it has the ability to reach more small business owners. The MADE program was originally created in Orange County and serviced only a portion of the Network. The Network utilized partners within the community and was able to bring the same program to Coachella Valley, San Bernardino and Riverside. The success of the program was due to the ability of the Network to work within each center and to use relationships that already existed with the center Directors or their hosts. Another example, equity investment in Orange County is strong but is lacking in the Inland Empire. Bringing the three tech centers in the Network together has allowed the UCR Center to benefit from the relationships that the UCI and Launchpad SBDC's have. The Network hosts virtual demo days, where SBDC clients looking for equity investment pitch to funders. Funders that would typically never be introduced to clients that are in the Inland Empire now are part of the virtual demo days and several IE clients have received investments in their companies.

With additional funds through the TAP grant, the OCIE SBDC network will be able to hire additional consultants and offer increased training and consulting throughout the region. Additional funds will allow the network to expand its hours of operation to include evening nights and services on Saturdays and possibly even Sundays. Funding will provide the assistance needed to develop new curriculum, marketing and programming that can be repeatable throughout the network. Specialized consultants and trainers who are hired at the network level

will have the ability to offer services throughout each of the nine service centers within the region. This will create a stronger brand across the region and allow for a higher level of service to the client base within the network. As evidenced above, the unique programming and partnership development that has been developed, has allowed the network to surpass all of its federal and state goals over the past several years.

The OCIE SBDC has found success in utilizing technology to reach a broader and more diverse audience. Older models of SBDC's required a client to drive to a center to receive services and to attend trainings. The Network has incorporated Zoom technology over the past two years to reduce the barrier of clients having to drive to the center. This technology allows the Network to assist clients from anywhere in the region and gives the ability to bring in specialized consulting to any client that may need it. Rather than using funding to create more centers, the Network can instead hire additional consultants and push services out into the community and keep the same high level of brand consistency. The Network will continue to find ways to reduce barriers to entry and find ways to assist small businesses in all points of the region.

Two areas that the network will develop its team and build best practices throughout the region include disaster preparedness and disaster assistance and Cybersecurity. SBDC's will serve as a small business information hub around state and federal disaster preparedness resources. In times of disaster, the OCIE SBDC Network will deploy a Disaster Assistance Team into communities with the greatest need for affected businesses to receive on site assistance resulting from any disaster. 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. Each OCIE SBDC center 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.

4. Provide a plan of action indicating how you will draw down all the federal or private funds available during the grant period using local cash match, if applicable. In addition, if your federal or private award term period is set to expire prior to the end of the TAP2022 Program year (September 30, 2023), please indicate when you expect to

have proof of continuing award. As a reminder, all TAP participating organizations must have an active federal or private award. 5 points.

The OCIE SBDC network routinely draws down all its federal allocation each year. Over the past five years, the network has been able to fully draw down all of its federal funding. CSUF received the OCIE SBDC network grant from the SBA in 2003 and has never had to return federal funding. In fact, over the past several years, the network has received supplemental funding from the SBA. Supplemental funding comes from networks that cannot spend down all of their federal funds and is allocated to those networks that meet the metrics and have the ability to match additional SBA funds.

The Lead Center raises a substantial amount of local cash match to position itself to draw down all available federal funds. The Regional Director of the OCIE SBDC is in charge of fundraising for the network program. The network receives significant support each year from its host institutions, such as, California State University Fullerton, who contributes the entire salary and benefits of the Regional Director and additional funds to support the network. The network receives several grants from foundations such as CIT Bank, Union Bank, Wells Fargo, Citi Bank, LISC and others. The network also has a substantial cash reserve that would be able to cover any potential gaps in cash match. The OCIE SBDC network is also in the process of rebidding all of its SBDC centers, over the next three years. Part of the requirement for hosts to either keep their SBDC center or for new hosts is that they contribute at least \$.50 for every federal dollar allocated to their center. This will allow the OCIE SBDC to increase its footprint by at least 20%, with this new injection of funding from the center hosts. **The OCIE SBDC has a current NOA for the 2022 calendar year and should have its proof of continuing award for CY 2023 by the end of November 2022.**

Center Strategies and Organizational Capacity – 10 points

5. Describe the Center's in-take methods including details of any strategies to ensure small businesses are appropriately onboarded. 5 points.

To meet the growing needs of the small business community during the COVID-19 Pandemic, the OCIE SBDC's intake process switched from an online intake form to a new centralized intake process that we refer to as the OCIE SBDC Network Call Center. The purpose of the call center was to create a team of intake specialists that could be the front end of assisting a client with understanding their needs, explaining the SBDC process and getting them to the right

consultant as quickly as possible. The network wanted to create a “live” interaction with each client so that their needs could be heard and a solution could be found. Prior to the Call Center, the online intake form that we shared in our website generated a lot of traffic, but not many signups. With that in mind, our goal was to simplify the process and interact with the client from the moment that they showed interest. It is the mission of the SBDC Call Center to provide clients a simplified onboarding experience so that they can get connected and begin utilizing all the resources available that will help make their business a success.

The OCIE SBDC Call Center team consists of six team members that have all been trained on SBDC programs and services and can find the best possible solution for what a client is looking for. The Call center team can speak a myriad of languages including, English, Spanish, Korean, Vietnamese, Chinese and more. When a client caller needs a language not spoken by the call center team, they will reach out to a network consultant that speaks one of the twenty-four languages spoken within the SBDC network. Whatever a client’s goals are: starting a business, increasing their online presence, obtaining funding, or general information requests, the SBDC Call Center has the team members with the expertise to professionally service those needs. To speak to a Call Center team member, clients can call the OCIE SBDC Line: 800-616-7232 during our normal service hours, Monday – Friday from 8:00AM – 5:00PM, or they can sign up through our website for a scheduled call. When a client gets in contact with a call center team member, they will be asked a set of questions to learn more about the business and the needs of that business.

When a call center team member is learning about the client’s business and their needs, they are utilizing a specialized Tableau system that has been created to understand the perfect consultant within the network that can assist that client. All OCIE SBDC consultants are in the Tableau system by language, expertise, location, languages spoken, etc. Once the perfect consultant has been identified, the Call Center team member will schedule an appointment with the client and consultant through our Calendly system. This system allows for a client to be quickly scheduled at the next convenient time for both the client and the consultant. This entire process takes about 15 minutes and has proven to be a successful model for both the client and the SBDC network. The customer service side of this process has greatly improved the knowledge of the

client, prior to their first consultation and no-shows within the organization have dropped more than 75%.

Initial Consulting Session

During the initial consulting session, the consultant gains an in-depth understanding about the client, their background, what they are trying to achieve and their expectations of what they want to receive from the SBDC. The consultant educates the client about the SBDC program, how it is funded, the need to report outcomes and participate in surveys, and that consulting services are at no cost. At the end of the first session, the consultant creates a scope of work on how the SBDC and the client will work together. The scope of work outlines how the SBDC will work with the client, expectations from both parties and potential outcomes that will derive from the services. The SBDC consultant will bring in additional assistance from other consultants throughout the network, based on the needs of the client and the competencies needed to help the client reach their goals. For example, a client that comes in to build a revenue strategy that also needs capital to grow their business will work with multiple consultants during their scope of work. From this point, the client will continue to work with the Lead SBDC consultant and utilize any of the network's programs, centers or resources as their business continues to grow.

6. Describe the Center's management strategy for service delivery and how the work will be coordinated and monitored. Ensure you are detailing how management ensures service for underserved businesses, including any shifts you will implement as part of TAP funding. Include organizational chart. 5 points.

To maximize the ability for the OCIE SBDC network to reach every area within the region, the network has nine service centers and three specialty areas. Of the ten SBDC centers within the network, two are hosted by CSU's, one is hosted by a community college district, two are hosted at UC's, one is run by the County of Riverside, one is a minority chamber of commerce and the other is a non-profit incubator. The four core SBDC's service large volumes of clients and receive 70% of the total network funding. Specialty centers and technology centers are highly skilled but will service a much smaller portion of the network's clients and therefore are allocated roughly 30% of the network's budget. The mix of centers allow the network to be

flexible and at the same time service clients at all levels of sophistication. Funding is allocated to centers based on their focus and their ability to service clients and achieve results.

All centers within the network receive goals based on the funding that has been allocated to the center. The network leadership (Lead Center and Service Center Directors) meets weekly, monthly and quarterly to track and assess the progress of the network and to make changes to training, consulting and partnership development to best suit the needs of the small business community. During the network monthly meetings, the leadership team will discuss new programs, changes to existing consulting and training programs and attracting clients from underserved areas of the region. The Lead Center Director will meet quarterly with each center and its host to discuss goals, funding and the direction of the network and the fit of each center. One of the unique abilities that the network has is a database called Neoserra that allows each client to be tracked and measured through SBDC services. The system tracks every workshop they attend, every consulting session along with the notes of what happened in the meeting. Neoserra is used to track client metrics including the following: start of business, change in sales, capital infused into business including both debt and equity, jobs created and jobs retained. The network uses these metrics along with other data to create specialized needs assessments for different industries and areas within the region. Neoserra has added a new report that will allow for the network and each center to measure and analyze their ability to reach minority and underserved markets and to adjust as needed.

The OCIE SBDC has created feedback and data collection opportunities for clients and partners at various times throughout the year. Clients are surveyed after each training program, after their initial one-on-one consultation and every ten hours of consulting thereafter. Partners and stakeholders will be surveyed and also meet with the WBC Director at least once a year, if not more often to provide feedback on services and the program. All of the data collected from the surveys are aggregated in a comprehensive Tableau report and the one-on-one meetings with partners and stakeholders are documented and analyzed during the yearly strategic planning process. Feedback from these different groups are vital in continuously making improvements to the program.

Diversity, Equity, and Inclusion Action Plan – 20 points

7. Describe the Center’s Diversity, Equity, and Inclusion Action Plan including actionable strategy and specific steps to diversify the client pool, provide culturally competent outreach, intake, and technical assistance and include unserved, underserved, disinvested, and disadvantaged business groups. Include target populations and geographies, in-language services, disparities addressed and associated data points. 10 points.

No two OCIE SBDC’s are alike! OCIE SBDC centers are built around specific communities and bring in all partners so that the centers reflect the needs of each community. The OCIE regional network has ten service centers that are hosted by local colleges and Universities, minority chambers of commerce, non-profit organizations, economic development organizations and a county. SBDC’s play pivotal roles for these organizations as it has the ability to work on the ground one-on-one with the business owner and lead economic development for the respective community. Many of the target small business communities being highlighted in this grant will be accessible because of the host organizations of the OCIE SBDC’s. For example, the Orange County Hispanic Chamber of Commerce has direct reach to underserved minority businesses that need the technical assistance from the SBDC program. The Alliance SBDC in San Diego is hosted by the Asian Business Association and work in partnership with the Central San Diego Black Chamber of Commerce. The County of Riverside, through the office of economic and development runs the Coachella Valley SBDC that covers the monolingual Spanish speaking and the Native American communities throughout the Valley all the way to Blythe. The reach of the OCIE SBDC program is second to none and gives the SBDC the ability to work in minority and underserved markets and bring extensive value to the business owners and the community as a whole.

In order to reach minority and underserved businesses, the OCIE SBDC Network utilizes partners that are already part of these communities and leverages the partnerships that exist within each host organization. The OCIE SBDC utilizes its partnerships with the Federal government through the Small Business Administration (SBA), the Governor’s Office of Business and Economic Development (GO-Biz) and city and county partners to help market and promote WBC services to these communities. The OCIE SBDC also works with several of the statewide small business organizations such as Small Business Majority, California Association for Micro Enterprise Opportunity (CAMEO), Small Business California and others to get vital

information into small business owner's hands. The OCIE SBDC has built partnerships with minority chambers and organizations such as the California Hispanic Chamber of Commerce, California Black Chamber of Commerce, and the Cal Asian Chamber of Commerce. Other organizations that the OCIE SBDC will collaborate with on these technical assistance programs include California Association of Economic Developers (CALED), Department of General Services (DGS), along with local and state legislators.

The OCIE SBDC will focus on bringing all of the local (Orange, Riverside and San Bernardino) minority and ethnic chambers together and will create an advisory group of all of the CEO's of these various chambers of commerce. The groups will include the Hispanic Chamber, Filipino Chamber, Black Chamber, Vietnamese Chamber, Chinese Chamber, Korean American Chamber, Asian Business Association and several others, that can discuss key business issues and the OCIE SBDC can be "Their SBDC." Many of these chambers are one and two person operations or completely voluntary and the OCIE SBDC can provide training and consulting that can have direct impact to their membership and communities. The OCIE SBDC marketing team will create messaging and content that is in different languages and addresses specific needs of each of these target demographics. In Orange County, the SBDC hosted a Minority Business Summit in March and invited all of the region's legislators, business development organizations, cities and others that assist minority businesses in anyway. The event brought in 150 people and more importantly, it highlighted the biggest gaps that minority businesses face when it comes to access to resources, capital and consulting. The SBDC will roll out this same initiative in the other two counties during the year to begin creating some of the same synergies that were created from this event.

The OCIE SBDC Network has centralized marketing support services at the Lead Center, assembling its formerly divided outreach budgets and approaches into a collective, intentional marketing strategy. Since then, the lead center remains a hub for marketing support services for client, partner and stakeholder communications. The SBDC Lead Center team produces and delivers marketing collateral, design and development, event production, video development, print and digital advertising, social media content, podcasting, web development, limited public relations support and staff training. The marketing team also develops targeted client acquisition strategies on behalf of the network including: engaging speakers from renowned corporations

(e.g. Vend, Hubspot, Amazon, etc.) for webinar series, continuous SEO of eight websites, signature events in tandem with service centers (e.g. SBIR/STTR conference), securing regional client referral partners as well as special events such as client grand openings.

- *Traditional and Digital Marketing Materials* - The OCIE SBDC Network will develop marketing materials for the SBDC programs in the region's most common languages.
- *Website* - The OCIE SBDC will create a translatable website (ociesmallbusiness.org) that describes the SBDC and its programs and how to become a client of the network.
- *Press Release* - Press releases will be pushed out at various times throughout the year to bring attention to the SBDC and highlight community success stories.
- *Partner Kit* - OCIE SBDC Network will create a kit for partners such as chambers, cities and local business organizations to utilize for their small business community.
- *Informational Webinars* - The Network will lead a series of informational webinars in various languages to provide information on how the SBDC provide services

8. Detail partnerships with community-based organizations to expand capacity/territories served and the nature of the relationship(s). Detail satellite centers, profile add-on services, resources or locations, in-language capabilities, subcontracts and professional service agreements applicable to the plan, etc. 10 points.

The OCIE SBDC has a specific objective of increasing its technical assistance services within many of the underserved and disadvantaged communities within the region. The OCIE SBDC is looking to find ways to reach deeper into the Asian communities in Orange County, specifically within the Vietnamese and Korean communities. The Asian population in Orange County is 20% of the total population which equates to more than 600,000 residents. In San Bernardino, the OCIE SBDC would like to create a new service center and partners to cover the High Desert. Most of the High Desert is part of the state's low wealth demographic and entrepreneurship/small business ownership for many, will be the only way to create a pathway to self-sufficiency and wealth. Along those same lines, the OCIE SBDC is looking to build additional programming in Blythe and other parts of unincorporated Riverside County. The SBDC would like to build partnerships and find new ways to work with the LGBTQ community and provide service both in the Coachella Valley and throughout the network's region

With the TAP funding, the OCIE SBDC will reach out to target areas, where service is either sparse or non-existent. In Orange County, the SBDC will focus on the Vietnamese area in what is called “Little Saigon.” This area, which encompasses the cities of Westminster, Garden Grove and Fountain Valley, houses more Vietnamese citizens than in any other part of the world outside of Vietnam. The SBDC will create marketing content that is culturally representative of the demographic, utilize the radio station that is specific to the region and hire consultants that are business owners and experts from Little Saigon. The SBDC will do very similar things in the North part of Orange County, which has a heavy influence of Korean and Korean – Americans. Both of these populations have large amounts of small business ownership which includes restaurant, retail, hospitality, logistics and beauty. The SBDC has specific programming for these industries and will hire consultants that both speak the language and have expertise to conduct both training and consulting. The OCIE SBDC will bring on an SBDC affiliate partner that can reach the Asian business communities with DEI funding through the TAP program

In the San Bernardino and Riverside portions of the region, the SBDC will focus services on the female Hispanic marketplace. Many of the most underserved and disadvantaged minority groups in this particular region are Spanish speaking women. The SBDC will bring in programming to assist Hispanic women in starting and growing their business. The OCIE SBDC has partnered with both counties and the National Latina Women’s Business Association of Inland Empire to bring training and consulting to this specific demographic. As the opportunity grows, the OCIE SBDC will bring in additional services that include access to capital and procurement opportunities at the federal, state and local levels for these women that are growing their business. The city of San Bernardino is an underserved population and is also on the state’s list of Low Wealth Areas and is an area that the SBDC will grow and enhance with additional DEI funding to support a potential new affiliate SBDC program.

The High Desert, which encompasses the cities of Adelanto, Barstow, Victorville and are also part of the state’s low wealth cities is an area that the OCIE SBDC will create new partnerships and build an affiliate program to service the business community. There is an extensive amount of small business operations that need to be supported and one of the last places in the region that agriculture remains a large portion of the community. The SBDC would build a small farming program, where it can assist new farmers with starting and growing their

first business. For brick and mortar retailers and home-based businesses the SBDC would be able to assist with growth, capital and marketing. The OCIE SBDC would like to find a partner to build on the DEI initiative through the TAP program and bring on an affiliate partner. In the Coachella Valley, the OCIE SBDC would build a special satellite office that can become part of the Coachella Valley SBDC, which is run through the County of Riverside.

The OCIE SBDC would like to build and expand upon a small partnership that was formed with a LGBTQ business association during Pride month. The SBDC partnered with a LGBTQ business association to provide training and consulting on special certification opportunities for this specific demographic. The program had more than 120 participants and it highlighted the need to build additional programming and partnerships to support the LGBTQ community within the region. The OCIE SBDC would like to build an affiliate program with a designated LGBTQ Business Association that can service not just a small community but can build a program that can reach throughout the network.

Financial Management – 25 points

9. Include detailed budget breakdown. All costs must be justified and allowable – see excel template. 15 points.

OCIE SBDC TAP funds will strictly be used to support salaries and wages for direct client services in consulting and training. TAP funds support salaried and hourly consultants based on the hours they complete with one-on-one consulting and training. Additional funds will be used to support the intake team that meets with clients, as the initial intake for the entire network. Other charges are for salaries and wages of support time from the OCIE SBDC Lead Center marketing team. These expenses are for marketing development and implementation of TAP services throughout the network. There is a small amount of funding set aside to support a couple of research opportunities that align with the minority business conference that the SBDC hosts every year. During the 22/23 year, the OCIE SBDC will expand the minority business conference to encompass all three counties within the region. The OCIE SBDC Network does not allow TAP grant funding to be used for travel or supplies. This makes it very easy to make sure that all charges to the TAP grant are allowable expenses. Please see the Excel spreadsheet for a breakdown of costs for the OCIE SBDC Network

10. Provide budget detail on funds dedicated to Diversity, Equity, and Inclusion Action Plan, if applicable. Funds may only be allocated to subcontracts or satellite centers and travel to support collaborations with subcontracts or satellite centers. Note: A DEI budget is required for any proposal over \$400,000 and optional for proposals under \$400,000.

The OCIE SBDC Network will build new subcontract relationships with four new partner affiliate programs spread throughout the region. Each partner program will receive a \$50,000 contract to perform consulting or training or both to their respective members and audiences. Each of the four potential subcontracts (as mentioned in question #8) would be organizations that area already doing technical assistance work and the DEI funds would help to enhance and augment some of the costs associated with what the organization is doing. Funds will only be allowed to be used in three categories which are:

1. Direct cost for Consulting
2. Direct Cost for Training
3. Contract for events or trainings at a fixed amount (i.e. organization does an eight week training program and the cost for the program is set at \$10,000. The amount includes the curriculum, marketing, training, room and food costs, etc.)

In order for the OCIE SBDC to bring on a new potential partner, the University would require that a bidding process is developed. The OCIE SBDC Lead Center would create a RFP for specialized services built around the four areas that have been outlined in question #8. From the RFP, the OCIE SBDC would choose one bidder from each area to become an affiliate program of the SBDC. The timeframe to bring on a new affiliate program from RFP to “ready for business” would be 45-60 days.

11. Justify the grant funding amount you are applying for. Discuss how you will leverage funds for maximum impact. Note that the TAP program is competitive and there is great need across the state.

The Orange County Inland Empire SBDC Network is applying for \$2,750,000 of TAP funding. The funding from this grant will support the ten centers within the OCIE SBDC region but will also be used to bring on additional high-value technical assistance partners, so that the SBDC can reach greater portions of the region. The Orange County Inland Empire region of the state has a population of almost 8 million people and there is a tremendous amount of small business

activity that both is and needs to be supported with technical assistance. The TAP funding will allow the SBDC to grow and expand its reach both with additional centers and with additional satellite offices, consultants and a growing marketing presence.

The OCIE SBDC Network is one of the most efficient SBDC programs in the country. The network services as many clients and conducts as many consulting hours as SBDC networks that are funded at double the amount. Year after year, the OCIE SBDC network is one of the highest achieving networks in the country. The OCIE SBDC Network is always within the top 5% of the federal metrics that the SBA measures to highlight effectiveness and efficiency: business starts, capital infusion, jobs created and change in sales. While the network may have not hit all of the subcategories of some of the metric categories, it has continued to far exceed the major TAEP goals proposed by the network, each year. The network has a mix of diverse service centers and a mix of consultants that are business owners and business experts within the community. This unique make-up of how the SBDC centers are built will escalate and continue with additional funding from the TAP grant.

As mentioned earlier, the OCIE SBDC has created a suite of programs that have the ability to generate a large amount of business starts for not just the OCIE region but across the state. The OCIE SBDC has created its own e-commerce site that also has the potential to scale to all partners that are part of the TAP program and is a program that could be supported by the Governor across the state. The OCIE SBDC utilizes the funding from the TAP program to build effective training and consulting models that get clients to success. These models can also be adapted and shared to create successful practices across the state of California.

12. Describe how your Center will track allowable activities and expenditures. 5 points.

With each grant the OCIE SBDC Network Lead Center receives, it conducts a detailed training to all SBDC service centers and their fiscal hosts each year, to discuss the grant (TAEP now TAP) requirements and allowable spending categories. The OCIE SBDC Lead Center only allows its service centers to spend money within the TAP grant program on training and consulting activities. This allows for a simple process and to make sure that funds are accurately spent in the proper categories, per the TAP grant requirements.

Each of the subcontracted service centers within the OCIE SBDC Network have their own accounting systems, most SBDC hosts operate several federal and state grants and have several layers of accounting and programmatic oversight. The service centers track allowable expenditures by reviewing transactions against the program definitions of allowability. All centers track and report expenses and activities to the Lead Center on a quarterly basis, based on the grant parameters.

Once the service center submits their programmatic and financial report, it is reviewed by the Lead Center and CSU, Fullerton Sponsored Programs, who reviews the transactions for allowability, necessity, reasonableness, proper documentation, and budget. The Associate Director and the Sponsored Programs Administrator have both received training under NCURA, which is the National Council of University Research Administrators. NCURA provides education for understanding program, federal, state, University guidelines and compliance. The Lead Center audits for each center every other year. All financial reports are reviewed by the Lead Center financial team to make sure the expenses are allowable and the transactions are cross-checked within the Neoserra CRM system to make sure the expense can be tracked back to the client session or training.

CSU, Fullerton ASC is a higher education institution that follows and operates within the Federal Cost Principles as it holds over \$50M in federal, state, private, and nonprofit funding agreements and/or contracts on average every fiscal year. CSUF has held an agreement with the SBA for the Orange County Inland Empire SBDC Network program since 2003 and has regularly and continuously upheld all federal requirements both financially and programmatically with no audit findings for the last 5 years at minimum. CSUF ASC conducts a yearly A-133 audit on its operations and financial reporting and has never had any material findings from an audit. CSUF regularly subcontracts with outside organizations not only under the SBA cooperative agreement but through various other grants, agreements and contracts in the University. CSUF has a robust and strong process at the University level as well within the current SBA Cooperative Agreement for risk assessment and sub recipient monitoring both at the pre and post award levels.

Center Performance – 5 points

13. Existing Centers Only: Has your Center received special recognitions from underserved business groups or for your work serving underserved business group for past

performance (e.g., awards, letters of recognition, etc.)? Only include awards received in the past 5 years.

In 2022, The Orange County Inland Empire SBDC Network received the SBA District Director award for the COVID-19 Business Champion of the Year for the network's support of small business during the pandemic. In 2021, the OCIE SBDC Lead Center was recognized by the Orange County Business Council for the small business grant program that the SBDC administered for the city of Huntington Beach. The SBDC was able to administer grants for small businesses within the city for more than \$4,500,000. The OCIE SBDC Lead center went through its five-year accreditation and passed with no conditions. It also received a Technology designation within the accreditation exam. The Lead Center received commendations within the accreditation including; marketing strategy, using data to drive decisions and incorporating the workforce in strategic decision-making.

The OCIE SBDC Network has had two of its start-up programs recognized as the County program of the year. The Emprendedoras program was recognized in 2018 as the SBA program of the year. The award was in recognition of the work the program had achieved in assisting first generation Hispanic business owners with starting and growing their businesses. The award was in partnership with the SBA and the Mexican Consulates of Orange County and San Bernardino. In 2019, OC MADE was highlighted as the program of the year for start-up businesses for assisting more than 75 businesses with generating their first sale. The OC MADE program was in partnership with the County of Orange and the Orange County Marketplace.

Bonus Points

14. For TAP Awarded Centers: Are you currently, at least, 35% Year to Date (YTD) as of FY2021-22 Q2 on spenddown? (Yes/No) 5 points.

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

No, the OCIE SBDC was not at 35% spenddown by the end of the 2nd quarter. The network had received large additional amounts of funding from the SBA, counties and cities within the region that it took longer to get started with spending through the Go-Biz TAEP funds for 2021-2022.

Exhibit C – Budget Detail

The spreadsheet establishes the annual Small Business Technical Assistance Program budget for the RECIPIENT during the 2022/23 California Small Business Technical Assistance Program.



Technical Assistance Program (TAP) 2022/2023 Budget Request

Fiscal Authority/Organization: CSU Fullerton Auxiliary Services Corporation

Network Name (if applicable): Orange County Inland Empire Small Business Development Center Network

Center Name	Budget Amount
Diversity Equity and Inclusion Plan	\$ -
CSUF - Lead Center, Traditional Center, Trade Center	\$ 1,680,000.00
Digital Media Lab @ RSCCD	\$ 290,000.00
Inland Empire SBDC @ CSUSB	\$ 550,000.00
The Finance Center @ OCHCC	\$ 125,000.00
Launchpad SBDC @ OCTANe	\$ 175,000.00
Coachella Valley SBDC @ CROED	\$ 130,000.00
Center Name 7	\$ -
Center Name 8	\$ -
Center Name 9	\$ -
Center Name 10	\$ -
Center Name 11	\$ -
Center Name 12	\$ -
Center Name 13	\$ -
Center Name 14	\$ -
Center Name 15	\$ -
Center Name 16	\$ -
Center Name 17	\$ -
Center Name 18	\$ -
Center Name 19	\$ -
Center Name 20	\$ -
Center Name 21	\$ -
Center Name 22	\$ -
Center Name 23	\$ -
Center Name 24	\$ -
Sum of Center Budget Request	\$ 2,950,000.00
Total Budget Request (DEI + Center Budget)	\$ 2,950,000.00

R&M does not exceed 20%

DEI Plan Cost does not exceed 15% or \$250,000



Technical Assistance Program (TAP) 2022/2023 Budget Request
 Categorical Breakdown

Center Name	Personnel	Fringe	Travel	Supplies	Contractual	Research & Marketing
1 Diversity Equity and Inclusion Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 CSUF - Lead Center, Traditional Center, Trade	\$ 1,407,905.00	\$ 239,591.71	\$ -	\$ -	\$ -	\$ 32,503.29
3 Digital Media Lab @ RSCCD	\$ 276,849.26	\$ 13,150.74	\$ -	\$ -	\$ -	\$ -
4 Inland Empire SBDC @ CSUSB	\$ 413,533.83	\$ 136,466.17	\$ -	\$ -	\$ -	\$ -
5 The Finance Center @ OCHCC	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
6 Launchpad SBDC @ OCTANe	\$ 175,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
7 Coachella Valley SBDC @ CROED	\$ 130,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
8 Center Name 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Center Name 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Center Name 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 Center Name 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Center Name 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Center Name 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14 Center Name 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15 Center Name 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16 Center Name 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17 Center Name 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18 Center Name 17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19 Center Name 18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20 Center Name 19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21 Center Name 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22 Center Name 21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23 Center Name 22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24 Center Name 23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25 Center Name 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Center Budget Per Category	\$ 2,528,288.09	\$ 389,208.62	\$ -	\$ -	\$ -	\$ 32,503.29

Exhibit D – 2022/23 Program Announcement



**California Office of the Small Business Advocate
Governor's Office of Business and Economic Development**

2022/23 Technical Assistance Program

A grant program for small businesses technical assistance programs

Program Announcement

Opportunity Number: SBTAP2022

Total Program Funding: \$23 Million

Released:

July 22, 2022

Revised: July 26, 2022

Proposals Due:

By 11:59:59 PM PST on August 16, 2022

Proposals submitted after the stipulated deadline will be rejected without being evaluated with no exceptions. Please make every effort to submit at least 48 hours in advance in case you experience technical difficulties.

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About the Program

Overview

The California Small Business Technical Assistance Program (SB TAP or Program) provides approximately \$23 million in annual grant funding to improve the state's business and technical resources and networks for entrepreneurs and micro and small business owners. Funding is provided to support consulting and training services to small businesses and prospective small businesses. The program prioritizes scopes of work intended to serve underserved businesses including women, minorities, rural and disaster-impacted small businesses across the State. This Program Announcement is to provide Centers with the application, instructions and details about the annual funding, eligibility, evaluation criteria and performance requirements. This document serves as the Program Announcement for SB TAP funding available during the 2022/23 fiscal year. The Technical Assistance Expansion Program (TAEP) was created in 2018 through Government Code Section 12100-12100.69 to expand the services of federally-awarded small business technical assistance programs in California that provide one-on-one confidential free or low-cost consulting and training to small businesses and entrepreneurs in this state. The Program was expanded to include small business technical assistance centers funded through private and philanthropic sources that meet the criteria defined in subdivision (e) and (f) of Section 12100.63. In 2022, Government Code Section 12100.60 established the California Small Business Development Technical Assistance Act of 2022, which re-named the program as the Technical Assistance Program (TAP) program and established it as a long-term program to provide technical assistance resources including training and consulting services to small businesses and entrepreneurs. The Office of the Small Business Advocate (CalOSBA) at the Governor's Office of Business and Economic Development (GO-Biz) is charged with administering and providing oversight for the Program.

Purpose

California is home to a range of small business technical assistance centers ("Centers") that provide free or low-cost one-on-one, confidential consulting and training to help small businesses and entrepreneurs start, grow and expand, and create jobs in California. These centers are funded in part by federal and private funding sources and are a crucial aspect of the support system for small business growth and entrepreneurship across the State. The SB TAP provides state grant funding to support direct services to small businesses and entrepreneurs including through expansion of services to underserved businesses and regions. The program is intended for established centers with a track record of high-quality technical assistance work. In addition, the program is intended for centers with the capacity to build on existing work, expand to serve California's underserved business groups, and ensure equitable access and opportunity for all California small businesses.

Priorities

CalOSBA will prioritize funding for applications that best meet the factors listed in Government Code Section 12100.60-12100.65 and give preference to applications that build on existing work with a strong track record of success and/or propose new or enhanced services to reach underserved

small business owners, including women, people of color and veteran-owned businesses and businesses in low-wealth, rural and disaster-impacted communities included in a state or federal emergency declaration or proclamation.

Eligible consulting and training services covered by the Program's grant funding include: business plans and strategy; capital readiness and fundraising; expansion and revenue growth strategies such as export training, government and private procurement, e-commerce marketplace development and other business development strategies; marketing; management; operations; financial management; cybersecurity; production/manufacturing assistance and increased productivity strategies; innovation and tech transfer; business resilience such as emergency preparedness, disaster economic recovery, succession planning; among other areas.

CalOSBA seeks proposals that demonstrate collaboration and best practice sharing in the community and across ecosystem partners to build a stronger network of programs, services, and activities that benefit all California small business with a preference for underserved business groups.

These may include:

- Research and marketing focused on mapping the continuum of services, identifying any gaps that exist for underserved small businesses, partnering, and ensuring effective outreach to underserved small businesses.
- Identifying and scaling best practices including cross-network and ecosystem wide best practice sharing to ensure a standard level of small business service offerings across the state, especially with underserved small businesses.
- Building new partnerships and collaborations to better support underserved small businesses with experts in this area including minority, women and veterans' business organizations, mission-based lenders serving underserved, and others that have effective outreach to underserved small businesses.

Definitions

Definitions that pertain to this Program Announcement are provided below.

- "Federal funding partners" means the federal agencies that fund small business technical assistance centers such as the U.S. Small Business Administration, U.S. Department of Commerce or U.S. Department of Defense and other federal agencies with the authority to administer small business technical assistance programs in the state of California.
- "Small business development center" means an entity or physical location, recognized by the federal Small Business Administration, from which a small business owner or an aspiring entrepreneur may receive free one-on-one consulting and low at-cost training on a variety of topics, including starting, operating, and expanding a small business.
- "Small business technical assistance center" includes a federal small business technical assistance center or any established 501c(3) nonprofit community-based organization the mission of which includes economic empowerment of underserved microbusinesses or small businesses and entrepreneurs and that operates entrepreneurial or small business development programs which provide free or low-cost services to California's underserved businesses and entrepreneurs to enable their launch and sustained growth.

- “Private funding source” means any entity that makes grants, and includes corporate or private philanthropy or similarly established nongovernmental entities.
- “Fiscal agent” means the entity with which a federal funding partner administering the specified federal small business technical assistance program for all aspects of the program requirements, which may include staffing, program, outreach and securing the required match to draw down federal funds and reporting performance outcomes to operate the program in this fiscal agent’s area of responsibility.
- “Lead Center” means a Small Business Development Center (SBDC) Lead Center.
- “Authorized Representative” means the principal contact in the proposal and grant agreement.
- “Local cash match” means nonfederal cash that is spent on eligible small business technical assistance program costs.
- “Grant Period” means October 1, 2022 through September 30, 2023
- “Small business” means a business or nonprofit with 500 employees or less for most manufacturing and mining industries and \$7.5 million or less in average annual receipts for nonmanufacturing industries, includes for profit and non-profit entities.
- “Client” means the client is the business, if it exists. In the case of a prospective business, the client is the individual (i.e., nascent entrepreneur or pre-venture) receiving SBDC services. Each client will be counted only once.
- “Unique Client Served” means the number of clients counseled and/or trained. Each client can be counted once per year as part of program reporting.
- “New Client Served” means the number of new clients counseled and/or trained that has never received services from the Center.
- “Underserved business groups” means women, minorities (people of color), veteran-owned businesses, and businesses in low wealth, rural and disaster-impacted communities included in a state or federal emergency declaration or proclamation.
- “Minority-Owned Small Business” means a small business in which the majority (at least 51%) of the company is owned and run on a daily basis by a person of color (or people of color) of the following racial or ethnic groups: African American/Black, Asian, Native American or Alaska Native, or Native Hawaiian or Pacific Islander; or, LatinX/Hispanic.
- “Low-wealth areas” means a city and/or county within California with a poverty rate of at least 150% of the California statewide poverty rate per the most recently updated data available from the U.S. Census Bureau’s American Community Survey 5-Year Estimates thirty days prior to the first day of the applicable application period.
- “Rural areas” means all territory, population, and housing units that are not defined as urban. To qualify as an urban area, the territory must encompass at least 2,000 housing units or at

least 5,000 persons. The term “rural” encompasses all population, housing, and territory not included within an urban area.

- “Disaster Impacted” means all territories included in a state or federal emergency declaration or proclamation.
- “Veteran” means the individual served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard for any length of time and didn’t receive dishonorable discharge, or served as a Reservist or member of the National Guard and were called to federal activity duty or disabled from a disease or injury that started or got worst in the line of duty or while in training status.
- “Veteran-Owned Small Business” means a small business that is 51% or more owned and controlled by an individual or individuals in one or more of the following groups: Veterans (other than dishonorably discharged); Service-Disable Veterans; Active Duty Military service member participating in the military’s Transition Assistance Program (TAP); Reservists and National Guard members; or Current spouse of any Veteran, Active Duty service member, or any Reservist or National Guard member; or widowed spouse of a service member who died while in service or of a service-connected disability
- “New Businesses Created” means substantive counseling attributed to assisting an individual(s) explore the establishment of new business, who achieved one or more of the following verified results: The client makes their initial sale while receiving assistance, the client has made a sale, but comes to the SBDC without the necessary licenses and permits and obtains them with help from the SBDC, or the client obtains funding for the business.
- “Diversity, Equity, and Inclusion Action Plan” means a distinct and actionable strategy to provide technical assistance services to underrepresented individuals and business groups.

Funding and Duration

The 2022/23 grant period will commence on October 1, 2022 and end on September 30, 2023.

A total of approximately \$23 million is available during the grant period, which will be awarded by CalOSBA using a merit-based review process. Centers are expected to spend their 2022/23 award in full during the grant period. On a case-by-case basis upon written approval from CalOSBA, Centers may receive an extension of up to three quarters to spend down 2022/23 grant awards. Centers should ensure that grant funding requests and proposed scopes of work align with the grant period timeline.

Centers must apply with a match agreement to conduct technical assistance to small businesses. The match agreement may be from a federal or private funding partner. The requested funding amount may not exceed the total federal or private award to provide technical assistance to small businesses specified in a Center’s agreement with a federal or private funding partner. The requested funding amount may not be less than twenty-five thousand dollars (\$25,000) per year. The Center’s match agreement must extend through the end of the performance period (September 30, 2023) or the center must have a clear path to renew the agreement or provide a

funding source for the same work that extends through the performance period. Centers applying as a group under an Authorized Representative may combine federal award dollar amounts. Additionally, if the group is proposing a network-wide program offering, the requested funding amount may not exceed the combined total federal or private award.

Funding Categories

Allowable activities and expenditures under the Program are listed below.

1. Employee or consultant's time and effort to conduct direct technical assistance to small businesses (one-on-one consulting with small business or startup).
2. Employee or consultant's time and effort to conduct direct technical training to small businesses include (workshops and classes for business owners or startups).
3. Supplies include products or technology to conduct direct consulting/trainings or webinars. Supplies may not be for administrative or overhead expenses.
4. Research includes employee or consultant's time and effort to assess small business service needs in a Center's geographical service area or to research and develop a pilot project or other planned service expansion. Research may not include the cost of research tools, software, or reports for the Center or for individual client consulting. We encourage the use of partnerships and existing best practices for any large research expenditures. Research expenditures must be justified in the grant application. Any additional research over \$5000 planned post or beyond the original proposal must be submitted with justification to CalOSBA for pre-approval.
5. Marketing includes employee or consultants' time and effort to conduct targeted Center marketing initiatives to underserved small businesses such as, print media (i.e., flyers, brochures, and pull-up banners), digital media (i.e., social media ads), and purchases/subscriptions to database, marketing services and other technology tools to support outreach, client development and expansion activities (i.e., MailChimp, Constant Contact, Hootsuite, etc.). We encourage the use of partnerships and research-driven approaches for any large marketing expenditures. Marketing expenditures must be justified in the grant application. Any additional marketing (non-labor marketing costs over \$5,000) planned post or beyond the original proposal must be submitted with justification to CalOSBA for pre-approval.
6. Travel expenses related to subcontractor or satellite center capacity-building and associated partnership development will be allowed as part of the center's Diversity Equity and Inclusion plan. Limited and clearly justified travel expenses related to serving clients in very rural areas may be allowed with clear justification as part of the center's general scope of work. Funds may only be used for the above allowable transportation expenses. Funds are not available for the payment of per diem, lodging, meals, or subsistence expenses.

An unlimited portion of the grant award may be used for direct business consulting and training.

Centers may spend the full award on business consulting and training. However, research and marketing are limited to a maximum of 20% of the total annual grant award. Further, any and all spending on allowed travel, research and/or marketing must be justified and approved in the grant application.

Per the statute, State funds provided pursuant to the **Program shall not supplant local cash match dollars** included in a federal small business technical assistance center's plan described in

subparagraph (A) of paragraph (2) of subdivision (f) or in any nonfederal small business technical assistance center's plan.

Unallowable activities and expenditures under the Program include, but are not limited to:

- Salary or contract bonuses
- Travel expenses for per diem, lodging, meals or subsistence expenses
- Travel expenses for transportation (i.e., mileage, car rental, rail or air) unless noted above for geographic expansion
- Food and beverage
- Supplies not related to consulting, training, allowable research, or allowable marketing
- Indirect or overhead costs (The grant agreements in this Program are not subject to the model agreement provisions developed pursuant to Chapter 14.27 (commencing with Section 67325) of Part 40 of Division 5 of Title 3 of the Education Code)
- Other items that are banned by the State of California, or CalOSBA deems inappropriate or inconsistent with statutory or programmatic requirements of TAP

All costs incurred under the Program must meet the tests of reasonableness, allowability and allocability in accordance with the Program's allowable costs and grant agreement terms. All costs charged under the Program are subject to audit. Recipients are responsible for ensuring proper management and financial accountability of state funds to preclude future cost disallowances.

Funding Method

CalOSBA will process grant payments quarterly on a cost-reimbursement basis. CalOSBA will issue payments within forty-five (45) calendar days of receiving a complete, valid and undisputed invoice with all required documentation and reporting requirements.

CalOSBA will determine final funding amounts based on evaluation of scores and budget reasonableness as defined in Funding Categories.

Eligibility

At the time of applying for funds, Centers must meet the requirements below.

1. Be designated federal small business technical assistance center or a registered 501(c)(3) or 501(c)(6) with a mission to promote the economic empowerment of underserved microbusinesses, small businesses, entrepreneurs, and small nonprofits.
2. Have an established entrepreneurial or small business development technical assistance program that provides free or low-cost services to California's underserved businesses and entrepreneurs to enable their launch and sustained growth.
3. Applicants must submit an active grant or contract with a funding partner to administer a small business technical assistance program in California OR a Letter of Intent/Announcement from a funding partner stating the Applicant will administer a small business technical assistance program in California. The agreement should extend through the end of the performance period, or the applicant should have a clear plan to spend all funds by the end of their active grant. Extensions or renewals of active grants may be included in the plan to fully exhaust funds.

4. Applicants must have a fiscal agent that is able to receive nonfederal funds and be a federally funded small business development center or a registered 501(c)(3) or 501(c)(6) with a TAP program-aligned mission.
5. SB TAP funds shall not supplant a Center's local cash match. However, funding from other state programs may be used as local cash match.
6. Applicants must have a plan of action and commitment to fully draw down all the federal or private funds in their primary agreement with a federal or private funding partner during the grant period using local cash match.
7. Applicants must generate and provide documentation of the local cash match required by the funding partner. Alternatively, if the applicant is not a federally contracted small business technical assistance center, the applicant must provide a plan of action for drawing down any match required by those private funding sources using local cash match outside of state funds not described in Section 12100.63 during the award period.

Applicants may only combine funding from multiple awards if the awards are of the same type (federal awards OR private awards), and if the awards are for the same eligible program (i.e., two federal awards for the same Women's Business Center, or two private awards explicitly for the same small business technical assistance program). Federal and private awards **may not** be combined. Centers may not combine more than two funding sources.

Authorized Representatives

Applicants may include Centers that operate as a group (e.g., regional or statewide networks) or individually. Group-Based Programs and Individual Centers must designate an Authorized Representative. Authorized Representatives will carry out a variety of responsibilities during the application process and grant period.

Network-Based Programs

Network-based programs consist of programs operated by the five Small Business Development Center Networks. The Authorized Representative will be the coordinating administrative entity defined by the Small Business Administration (SBA).

Group-Based Programs

Group-based programs consist of Centers organized under a coordinating administrative or fiscal entity, such as a SBDC Lead Center or a voluntary grouping of individual Centers operating unique programs. Centers within group agreements must each implement unique programs that are distinct from other centers within the group. Applications that are identical, highly similar to each other or plagiarized will not be accepted.

For Centers that operate as a group, the Authorized Representative will be the coordinating administrative entity defined by their federal program or the fiscal agent selected by the group. Authorized Representatives that act only as a Fiscal Agent will not be responsible for designating final funding award amounts per Center.

Individual Centers

For Centers that operate individually, the Authorized Representative will be the Center itself or a designated entity that will represent a group of individual Centers to carry out Program responsibilities on their behalf. Centers that operate individually will have their final funding award amounts determined by CalOSBA upon final review.

Applicant and Agreement Responsibilities

The Authorized Representative will submit the Program application to CalOSBA, receive the Notice of Award and enter into the 2022/23 agreement with CalOSBA. For group-based applications and agreements, the Authorized Representative will enter into separate sub-agreements with the Centers in their group agreement.

Grant Period Responsibilities

During the grant period, the Authorized Representative will submit performance and financial reports to CalOSBA after reviewing each Center for accuracy and completeness. The Authorized Representative will also receive and distribute CalOSBA's quarterly reimbursements to Centers in group agreements.

In addition, the Authorized Representative will serve as the principal contact for CalOSBA and the Centers in a group agreement. Any programmatic or agreement-related issues will flow through the Authorized Representative to the Centers in their agreement. When programmatic issues and questions arise, Centers are expected to contact their Authorized Representative, who will engage CalOSBA if necessary. Likewise, CalOSBA will communicate to Authorized Representatives on program-related information. If an Authorized Representative designates staff for a portion of these responsibilities, they must provide CalOSBA with a written statement confirming they are acting on behalf of the Authorized Representative.

Notice of Intent to Award

Final award amounts for all grantees will be determined by the competitive score received. Once scores for all recipients have been determined, CalOSBA will email the Authorized Representative a Notice of Intent to Award ("Notice"). The Notice will acknowledge the Center or Network, along with instructions about next steps. CalOSBA may conduct follow up calls, if deemed necessary, to discuss the proposal and requested amounts. If a Center's award amount is different than the amount requested, the Center will be required to revise its scope of work and proposed milestones based on the final award amount. Centers must submit the requested information within five business days of receiving the Notice. For Group-Based Programs, the Authorized Representative will be provided with guidance from CalOSBA to determine final award amounts for subgrantees.

Agreement

Once milestones are finalized, the Program's funding will be awarded in an agreement between CalOSBA and the Authorized Representative. The agreement will contain standard terms and conditions and specify the award amount, the reporting and invoicing requirements, scope of work and milestones that will be used to evaluate recipient progress during the year of the agreement.

In the case of group submissions, the Authorized Representative will enter into separate sub-agreements with each of the Centers in their group.

Termination

CalOSBA will assess each center based on achievements against Program goals and each center's respective scope of work. CalOSBA reserves the right to terminate the agreement in the case of a material breach. A material breach for the purposes of the Program may include, but shall not be limited to:

- Failure to comply with established Program deadlines including failure to file timely reports.
- Noncompliance with metric reporting requirements.
- Noncompliance with narrative reporting requirements.
- Noncompliance financial reporting or record-keeping requirements.
- Noncompliance in carrying out the scope of work established in the agreement.
- Failure to communicate with CalOSBA in a timely manner.
- Failure to spend funds in a timely manner, in accordance with the grant agreement.
- Termination of the Center's match agreement or other factors that lead to an inability to receive Federal or Private funds.
- Closure of the small business technical assistance center or closure of the program utilized as match for the Program. Inability to receive Federal or Private Match Funds for any reason. Closure or cease of operations the small business technical assistance center for any reason including, but not limited to the termination of its cooperative agreement with a Federal or Private Funding.

In the event of termination, the state is obligated to compensate the recipient only for all allowable and unavoidable expenses reasonably incurred by the recipient in the performance of its work under the agreement as of the effective date of the terminating event or otherwise agreed period to allow project closeout activities, as determined appropriate by CalOSBA. In addition, if a recipient has received notification from its federal or private funding partner that its cooperative agreement is scheduled for termination or that its operations are placed under a probationary status, the recipient must notify the Office of Small Business Advocate via email at SBTAEP@gobiz.ca.gov within 48 hours. Failure to notify the Office of Small Business Advocate may impact future eligibility.

Reporting

Authorized Representatives are responsible for collecting accurate and complete performance reports and financial reports from sub-recipients. The Authorized Representative is responsible for submitting all final reports in the online portal to CalOSBA once reviewed and approved. Reports will be submitted electronically through the Small Business Grantee Portal to CalOSBA grant administrators.

Authorized Representatives will receive separate email instructions for the Grantee Portal, including log-in/password information. A mandatory webinar training will be held no later than January 20, 2023.

The reports or portions thereof provided by grantees may be made public.

Recipients will be required to submit quarterly performance and financial reports to the CalOSBA Grantee Portal within forty-five (45) calendar days of the completion of each quarter of the grant period.

CalOSBA may withhold payment if reports are not received or are deemed incomplete or inadequate.

Failure to report in a timely manner may impact future eligibility for grant funding from CalOSBA.

CalOSBA reserves the right to audit information submitted in a performance report by requesting additional documentation, performing on-site visits, contacting clients served, or verifying other information as necessary to verify the information contained in the performance report.

The center, not GO-Biz or CalOSBA, will retain possession and control of any and all reporting materials and backup documentation and will make them available to CalOSBA for inspection and audit upon request so that CalOSBA can verify that both the center and any subrecipients have complied with the grant program's terms and conditions, and have executed the contracts and effectuated the program consistent with the statutory goals of the program.

Performance Reports

Grantees will submit performance reports quarterly during the performance period.

The performance reports will include but not be limited to the following information:

- Quarterly outcomes from the assistance provided including:
 - Number of Training Events
 - Number of Unique Clients Trained
 - Number of New Clients Trained
 - Number of Unique Clients Counseled*
 - Number of New Clients Counseled*
 - Number of New Businesses Started*
 - Number of Jobs Created (full and part-time)*
 - Number of Jobs Retained (full and part-time)*
 - Dollar Amount of Increase in Sales*
 - Number of Contracts*
 - Dollar Amount of Contracts*
 - Number of Loans*
 - Dollar Amount of Loans (SBA loans and non-SBA loans)*
 - Dollar Amount of Equity Capital (to include private investment)*
 - Additional Funds Raised (non-dilutive funding, grants, etc.)*

*Metric reported based on voluntarily provided data from small businesses:

- Women-Owned Businesses
- Minority-Owned Businesses including:
 - Black/African-American
 - Asian
 - Native American or Alaska Native
 - Native Hawaiian or Pacific Islander
 - Hispanic/LatinX
- Veteran-Owned Businesses

- Businesses in Rural Communities
- Businesses in Low-Wealth Communities
- Businesses in Disaster-Impacted Communities

- Actual funding expended
- Number of partnerships / collaborations

Financial Report

Financial Report documentation should reflect expenditures from the invoice and include the following information, as appropriate:

- General ledger and payroll records (required)
- Business consultant names (including affiliated organizations if it's a partnership with another local technical assistance provider, chamber, accelerator, incubator, institution, government entity, etc.)
- Description of non-labor expenditures
- Cost for client consulting, including hourly rates, benefit rates and number of hours worked
- Costs for client trainings
- Cost for travel
- Cost for research
- Cost for marketing

Upon submission of the invoice in the online portal, Authorized Representative will provide a digital certification affirming that the information is accurate.

Performance and/or Underperformance Reporting

Underperformance statements will be required based on the thresholds below:

- Q1 (Oct-Dec): Year-to-date (YTD) results less than 10% of the annual award or goals
- Q2 (Jan-Mar): YTD results less than 35% of the annual award or goals
- Q3 (Apr-Jun): YTD results less than 60% of the annual award or goals
- Q4 (Jul-Sept): YTD results less than 100% of the annual award or goals

The performance narrative must describe the work performed, outcomes achieved, progress made against full grant proposal plan, and justify the cost categories invoiced. For instance, if 200 hours were charged to training, we would expect the work associated with those costs to be broadly described (e.g., did staff develop curriculum, plan and host training events for underserved businesses, deliver consulting services, acquire supplies or webinar subscriptions?). If travel costs were expensed, please describe how the travel was critical to the Center's proposed geographic expansion for startups. If research costs were expensed, please indicate the type of research conducted. In addition, please describe how the Center was able to target outreach and marketing to underserved businesses to meet metric goals.

The underperformance narrative must include challenges and an action plan for improvement. We are looking for the Center to briefly describe the work plan to spend the funds and meet goals (e.g.,

Center's marketing efforts will generate new client consultations, X number of trainings will be conducted in Q2, etc.) Also critical is a confirmation that the Center is still on track to meet annual goals and spend the funds by the end of the performance period.

Statements deemed inadequate result in an incomplete report.

Final Year-End Report

The final year-end report will be a detailed narrative description of how the funds awarded were used to expand services to underserved businesses, including women, people of color and veteran-owned businesses, and to help businesses and entrepreneurs to start, expand, raise funds, and create jobs in all areas of California, including low-wealth, rural and disaster-impacted communities included in a state or federal emergency declaration or proclamation.

Grantees should address the following:

- Actual metric outcomes compared to proposed
- Client demographics:
 - The number of businesses assisted that were pre-launch, part-time only, and/or operating full-time
 - The employee size of businesses assisted; based on the number at the time assisted, as reported by the assisted business
 - The revenue size of businesses assisted; based on the amount at the time assisted, as reported by the assisted business. Reporting shall be in categories of business size, as determined by CalOSBA
 - The city and county in which the businesses assisted were located.
 - Industry sectors of the businesses assisted, as reported by the assisted businesses.
 - The number of business owners assisted based on gender
 - The number of business owners assisted based on race
 - The number of business owners assisted that are Veteran/Non-Veteran
 - The number of business owners assisted in low-wealth areas
 - The number of businesses/owners assisted in rural areas
 - The number of businesses assisted in disaster areas (state or federally declared disasters)
- Collaboration and best practice sharing to build a seamless network of programs, services and activities that benefit small business and especially underserved business groups
 - Describe or share any mapping of the continuum of services and any gaps that exist for small businesses (i.e. work product such as research studies, strategic regional plans, or databases, diagrams, technology tools, etc.).
 - Describe efforts to develop best-practices to fill identified capital, revenue or opportunity gaps.
 - Describe efforts to build or strengthen partnerships, collaborations and/or share best practices, especially to underserved business groups.
 - Share metrics on partnerships established as a result of expansion, especially with organizations with strong memberships bases across underserved business groups.
- Regional and economic shifts (i.e. regional strategies or priorities informing focus, natural disasters, emerging industries, etc.)

- A minimum of five success stories - with no less than one per program created or expanded, or new region entered

Documentation and Record Keeping

Grantees must maintain complete and accurate records and supporting documentation of sufficient detail, for up to five fiscal years, to receive quarterly reimbursements, and to facilitate a thorough financial and/or programmatic and/or legal compliance audit or examination of performance in the Program. In addition, funds must be identifiable to the program year for which they were provided. Funds that were approved as a “carryover” from a previous program year also must be maintained and reported separately. Upon request, grantees must make these records available to CalOSBA.

- A spreadsheet that reconciles the financial invoices and the disbursement journals at the Host organization and subrecipient organizations (i.e. subcontracted Service Center(s))
- Support for all charges to the Grant Agreement, but not limited to the disbursement ledger, vendor invoices, canceled checks, and journal entries
- The expense reimbursement invoices submitted from the subcontracted Service Centers and any relating supporting documentation (i.e. disbursement ledgers, comparison of actual to budget expenditures)
- Salary and wage records for employees charged to the Grant Agreement (Both Recipients and subrecipients must maintain the appropriate standard to document for full-time and part-time personnel allocated to the Program. This may include, but is not limited to, time and effort certification, appointment letters or contracts, performance reviews, payroll journals and/or activity reports
- Backup timesheet with time and attendance of employees or consultant who are charged to this Program, with sufficient detail to substantiate the claimed work hours performed in support of the Program
- Copies of receipts, invoices, contracts and other supporting documentation for all expenses paid with Program funds
- Client or database records to substantiate metrics submitted in a Performance Report
- Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements of this Program and the requirements established by your federal funding partner.

Program Monitoring and Reviews

CalOSBA will monitor grantees performance. This monitoring will include regular review of Performance and Financial Report Data. CalOSBA may also make inquiries and conduct program reviews to verify performance, including but not limited to a review of client files, client fees, training, marketing and administration invoices, cost share requirements and overall operations. Program reviews may be conducted remotely or onsite. CalOSBA may also review reported business assistance by interviewing the clients assisted by a Center. Staff will inform Centers by email about their selection for a program review and email instructions no later than five business (5) days before the program review.

CalOSBA is not responsible for providing oversight of a Center's performance between program reviews. Moreover, CalOSBA does not accept liability for information not submitted in good faith by a Center for a program review.

Pre-Bid Webinar

- Wednesday July 27, 2022 from 1:00 PM to 2:00 PM
 - [Click Here](#) for the July 27, 2022 Zoom Pre-Bid Webinar Registration
- Tuesday August 2, 2022 from 1:00 PM to 2:00 PM
 - [Click Here](#) for the August 2, 2022 Zoom Pre-Bid Webinar Registration

Timeline

July 22, 2022	Program Announcement Release and RFP period begins
July 27, 2022	Pre-Bid Webinar at 1:00 PM PDT Please submit questions in advance of webinar to sbtaep@gobiz.ca.gov
August 2, 2022	Pre-Bid Webinar at 1:00 PM PDT Please submit questions in advance of webinar to sbtaep@gobiz.ca.gov
August 10, 2022	Letter of Intent to apply Please email sbtaep@gobiz.ca.gov
August 16, 2022	Grant application deadline (must submit online by 11:59:59 PM PDT)
August 16 – September 5, 2022	Proposal review
September 8, 2022	Notice of Intent to Award sent via email
September 8-9, 2022	Follow up calls to Awardees (if needed)
September 8-9, 2022	Grant Agreements sent to Awardees
October 1, 2022	Grant program begins
September 30, 2023	Grant program ends

Application Instructions and Submission

All applications, with required attachments, must be submitted electronically using the CalOSBA online application portal, which can be accessed via a link at www.grants.business.ca.gov. New users of the portal will first need to create an account. Existing users may log in with their existing account credentials. Applications submitted via email or facsimile will not be reviewed or scored.

All applications must be submitted by the deadline and the online application portal will automatically close once the application deadline has passed, August 16, 2022 by 11:59:59 PM PDT. There are no exceptions or extensions of this deadline. Any technology

*challenges or inability of an applicant to submit an application by the deadline for any reason shall not be grounds for an extension of the deadline. Applicants are encouraged to submit their application two days before the deadline in the event technical assistance is required. For help applying, please send an email to sbtaep@gobiz.ca.gov and copy Jean Coleman, Program Manager, at jean.coleman@gobiz.ca.gov with the subject line: **Technical Assistance Grant Online Help.***

CalOSBA's determination as to eligibility for grant funding or the amount of grant funding awarded is final and not subject to appeal or protest. The determination of rejection for grant funding is final and not subject to appeal or protest.

CalOSBA reserves the ability to modify applicant budgets if included costs are deemed ineligible. A Center and its fiscal host will be required to be in compliance with the Drug-Free Workplace Certification and Nondiscrimination Compliance Statement as required by state law.

- A. Centers that operate individually may apply individually or submit a group application under a single designated Authorized Representative.
- B. Network-based programs will apply as a network (SBDCs with Lead Center structure).
- C. Group-based programs will apply as a group (i.e., a group of centers who voluntarily organize as a group, for example, a group of Women's Business Centers). The group's Authorized Representative will submit a single consolidated application to CalOSBA that contains all the applications from the individual Centers in their group. Each center proposal narrative and metrics must reflect a unique scope of work. Applicants with the same Authorized Representative without unique scopes of work will be considered duplicative and CalOSBA reserves the right to disqualify one of the duplicate applications.

Required/Supporting Documents

All applicants must upload the following documents to their application:

- Federal or Private Award specifically for direct technical assistance to small businesses (Fully Executed award with scope of work or Letter of Intent with scope of work)
- Proposal Narrative. 1.5 spaced and in 12-point font. Narratives may not exceed 18 pages for individual applicants and 25 pages for Network applicants. Narratives that exceed the page allotment will not be reviewed beyond the page allotment. It is not required that applicants utilize the total page allotment. – [download this form here](#)
- Proposed Centers, Services, and Language Access – [download this form here](#)
- Budget Justification Spreadsheet – [download this form here](#)
- Organizational Chart
- Local Cash Match Form – [download this form here](#)
- STD.204 Payee Data Record Form – download this form at <https://cdn.calosba.ca.gov/wp-content/uploads/std204-sbtaep.pdf>
- STD.21 Drug-Free Workplace Certification – download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

The following documents are optional:

- Resumes of key personnel, submitted as one combined PDF saved as Resumes_Center Name_Date
- For new applicants only: Letters of Support (3-5 per Center, for work related to small business technical assistance within the last 5 years. Please use template and submit letters as one combined PDF saved as Letters of Support Center Name_DATE.) – [download template here](#)

Application Review

CalOSBA will utilize the following application review process:

1. Technical Review – Application will be verified for eligibility and completeness, including any required documents uploaded to the application
2. Disqualifications – CalOSBA may disqualify applications or deny applications for the following reasons:
 - a. Incomplete applications
 - b. Ineligible applicant
 - c. Ineligible services
 - d. Contains false or misleading statements or references which do not support an attribute or conditions contended by the applicant; and if, in the opinion of CalOSBA or GO-Biz, such information was intended to mislead the Review Committee in its evaluation of the proposal
 - e. Plagiarism, including but not limited to failure to cite one’s own work or third-party work, duplicate applications, etc.
 - f. Failure to comply with guidance as set forth in this Announcement, including failure to use required attachment templates
 - g. Late application
3. Application evaluation and scoring by GO-Biz and CalOSBA based on regional expertise, Scoring Criteria (see below), and statutory criteria.
4. Final award amounts will be determined based on Scoring Criteria (see below), statutory criteria, funding availability, and CalOSBA determinations.

CalOSBA reserves the right to request additional information and request a revised scope of work and metrics. The determination of rejection for grant funding is not subject to appeal.

Debriefings

Written debriefings of the evaluation results will not be provided to unsuccessful proposals. Oral debriefings may be provided at CalOSBA’s discretion.

Scoring Criteria

This section provides the application questions and scoring point scale.

Application Section	Points Possible
Proposed Metrics & Scope of Work	55
Center Strategies & Organizational Capacity	10
Diversity Equity and Inclusion Action Plan	20
Financial Management Capability	25
Center Performance*	5
Bonus Points	5

Total Points Available: 120 points

*Up to 10 points may be deducted for poor past performance on a previous TAP grant. Poor performance includes such things as inability to spend previously awarded funding, return of previously awarded funding, underperformance against multiple “total” metric categories, noncompliance with grant agreement terms, extensive communication issues, late reporting submissions, inadequate reports with significant revision delays.

Service Areas (Not Scored)

Upload into application portal

1. Geographic Area of Service (counties)
2. Assembly District(s)
3. Senate District(s)

Proposed Centers, Services, and Language Access

1. List each center in your proposal including any sub-center or satellite locations, and list language services. Use [template](#).

Proposed Metrics

Must be uploaded into the application portal

1. Number of Training Events
2. Number of Unique Clients Trained
3. Number of New Clients Trained
4. Number of Unique Clients Counseled*
5. Number of New Clients Counseled*
6. Number of New Businesses Started*
7. Number of Businesses Closed*
8. Number of Jobs Created (full and part-time)*
9. Number of Jobs Retained (full and part-time)*
10. Dollar Amount of Increase in Sales*
11. Number of Contracts*
12. Dollar Amount of Contracts*
13. Number of Loans*
14. Dollar Amount of Loans (SBA loans and non-SBA loans)*
15. Dollar Amount of Equity Capital (to include private investment)*
16. Additional Funds Raised (non-dilutive funding, grants, etc.)*

*Metric requires a goal for each of the following underserved business groups:

- Number of Women-Owned Businesses Served
- Number of Minority-Owned Businesses Served
- Number of Veteran-Owned Businesses Served
- Number of Businesses Served in Rural Communities
- Number of Businesses in Low-Wealth Communities
- Number of Businesses Served in Disaster-Impacted Communities

Narrative Proposal Questions

Narrative proposals must be 1.5 spaced and in 12-point font. Narratives may not exceed 18 pages for individual applicants and 25 pages for Network applicants. Narratives will not be reviewed beyond the final page allotted. Use Proposal Narrative template.

Proposed Scope of Work – 55 points

1. Past performance: Describe how your center has previously supported small businesses with technical assistance and the impact of your previous or ongoing technical assistance programs. 5 points.
2. Scope of Work: Describe what your center will use TAP funding for and how your proposed Scope of Work will fill gaps and deliver high quality small business technical assistance offerings to small businesses in California, including underserved small businesses. Please be specific in both your vision and the action plan you will use to achieve it. 35 points.
 - a. Clearly explain your overall vision and scope including key milestones.
 - b. Include specific strategies, goals, and metrics to achieve your proposed scope of work.
 - c. Describe how your key programs will support underserved businesses in California including how your outreach strategy will support reach to underserved businesses in California.
 - d. Describe how this proposed Scope of Work will build on the base programming supported by your match agreement.
3. Detail the feasibility of your proposal and specific strategies your center will employ to achieve your proposed goals. Detail the strong likelihood of achieving proposed outcomes. Note any strategies for mitigating past performance issues, if applicable. For network and group-based submissions proposing a multi-center proposal, describe in detail how the network of Centers will leverage each other to implement the Program. 10 points.
4. Provide a plan of action indicating how you will draw down all the federal or private funds available during the grant period using local cash match, if applicable. In addition, if your federal or private award term period is set to expire prior to the end of the TAP2022 Program year (September 30, 2023), please indicate when you expect to have proof of continuing award. As a reminder, all TAP participating organizations must have an active federal or private award. 5 points.

Center Strategies and Organizational Capacity – 10 points

5. Describe the Center's in-take methods including details of any strategies to ensure small businesses are appropriately onboarded. 5 points.
6. Describe the Center's management strategy for service delivery and how the work will be coordinated and monitored. Ensure you are detailing how management ensures service for underserved businesses, including any shifts you will implement as part of TAP funding. Include organizational chart. 5 points.

Diversity, Equity, and Inclusion Action Plan – 20 points

7. Describe the Center's Diversity, Equity, and Inclusion Action Plan including actionable strategy and specific steps to diversify the client pool, provide culturally competent outreach, intake, and technical assistance and include unserved, underserved, disinvested, and disadvantaged business groups. Include target populations and geographies, in-language services, disparities addressed and associated data points. 10 points.
8. Detail partnerships with community-based organizations to expand capacity/territories served and the nature of the relationship(s). Detail satellite centers, profile add-on services, resources or locations, in-language capabilities, subcontracts and professional service agreements applicable to the plan, etc. Describe how all these partnerships are differentiated from your existing partnerships in order to better reach, serve and achieve stronger outcomes for diverse and underserved business groups. Describe counselors, facilitators, etc. that represent those being served. 10 points.

Financial Management – 25 points

9. Include detailed budget breakdown. All costs must be justified and allowable – see excel template. 15 points.
10. Provide budget detail on funds dedicated to Diversity, Equity, and Inclusion Action Plan, if applicable. Funds may only be allocated to subcontracts or satellite centers and travel to support collaborations with subcontracts or satellite centers. Note: A DEI budget is required for any proposal over \$400,000 and optional for proposals under \$400,000. Maximum allowance is up to 15% of the total grant request with a maximum of \$250,000.00 for this plan.
11. Justify the grant funding amount you are applying for. Discuss how you will leverage funds for maximum impact. Note that the TAP program is competitive and there is great need across the state. Please be specific about why your center requires the funding requested. 5 points.
12. Describe how your Center will track allowable activities and expenditures. 5 points.

Center Performance – 5 points

13. Existing Centers Only: Has your Center received special recognitions from underserved business groups or for your work serving underserved business group for past performance (e.g., awards, letters of recognition, etc.)? Only include awards received in the past 5 years. If yes, explain the work performed to achieve the special recognition and who it was given by (i.e. Assembly Member, federal partner, city, county, etc.) 5 points.

Bonus Points

14. For TAP Awarded Centers: Are you currently, at least, 35% Year to Date (YTD) as of FY2021-22 Q2 on spenddown? (Yes/No) 5 points.

OR

For New Applicants (not a current TAP awardee): Provide a minimum of 3 but no more than 5 letters of support demonstrating your past performance and ability to spend down previously awarded technical assistance funding within the last 5 years. Refer to section 'Required/Supporting Documents' for required letter template. (Yes/No) 5 Points.

*Network applications receive additional character allotments in light of the size and scope of network applications.

California Public Records Act

By submitting an application, the applicant acknowledges that GO-Biz is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). Consequently, materials submitted by an Applicant to GO-Biz may be subject to a PRA request. In such an event, GO-Biz will notify the Applicant, as soon as practicable, that a PRA request for the Applicant's information has been received, but not less than five (5) business days prior to the release of the requested information to allow the Applicant to seek an injunction. GO-Biz will work in good faith with the Applicant to protect the information to the extent an exemption is provided by law, including but not limited to notes, drafts, proprietary information, financial information and trade secret information. GO-Biz will also apply the "balancing test" as provided for under Government Code section 6255 to the extent applicable.

END EXHIBIT D

Exhibit E – Change Order Request Form

Overview

The Small Business Technical Assistance Program (SB TAP) provides annual grant funding for one-year grant periods. Centers are expected to spend their annual award in full during the one-year grant period. On a case-by-case basis, upon written approval from CalOSBA, grantees may submit a change order request (COR) to ensure full spenddown of the annual award.

Process for Requesting a Change Order

The grantee will provide a brief explanation for the change order request, including why funds are being redirected, proposed new use, and steps being taken to ensure region affected maintains service levels. A COR must be submitted for the following situations but not limited to:

- SBDC Regional Networks requesting redirection of funds between subcenters within the network that result in no-net change to overall budget
- In limited and well-justified cases, centers in a group agreement may request redirection of funds between centers within the group that result in no-net change in the group's overall budget and as long as the change does not exceed the centers match. Approval will be contingent on positive past performance of the center receiving additional funds. Authorized representative will be required to include verification that the match agreement for each center has not been exceeded with the change order.
- Categorical redirection of funds greater than 20% of the total award amount in the case of Fringe, Personnel, and Contractual.
- Any redirection of funds for increased travel, research, or marketing funds from approved budget, Exhibit C
- Performance metric reduction
- Others as directed by GO-Biz and CalOSBA

COR approval is required in advance before any funds may be redirected by the grantee. A request must be submitted via email to sbtaep@gobiz.ca.gov and copy Program Manager, Jean Coleman at Jean.Coleman@gobiz.ca.gov, with the subject line, "Grant Agreement #_COR_date."

[Click here to download Change Order Request Form](#) – Form must be submitted in excel format

Process for Approval

CalOSBA will review, and if approved the COR will be e-signed by the current Program Manager and Director and returned to the grantee via email as an approved COR.pdf.

END EXHIBIT E

Exhibit F – TAP NO-COST TERM EXTENSION REQUEST INSTRUCTIONS

Overview

The Small Business Technical Assistance Program (SB TAP) provides grant funding on an annual basis. Centers are expected to spend their annual award in full during the one-year grant period. On a case-by-case basis upon written approval from CalOSBA, grantees may receive up to a three-quarter extension to spend down 2022/23 grant awards.

Process for Requesting an Extension

The grantee will provide a brief justification narrative and a thorough plan of action to meet milestones. Extension requests will not otherwise be reviewed. At minimum the plan of action must include:

- Schedule of activities and spenddown (e.g., Gantt chart, project timeline, etc.)
- Organizational capability to provide services to small businesses
- Management strategy that will be utilized to achieve the proposed milestones
- A request must be submitted via email to sbtaep@gobiz.ca.gov and copy Program Manager, Jean Coleman at Jean.Coleman@gobiz.ca.gov, with the subject line, “Grant Agreement #_No-Cost Term Extension Request” no later than November 15, 2023. Request submitted after November 15, 2023 will not be reviewed and the grantee will forfeit the remaining awarded funds.

Process for Evaluating Extension Requests

Upon receiving the above request for an extension, staff will evaluate if the following conditions apply:

1. The grantee must have experienced an unpredictable event during the course of the grant year that impaired their ability to fully spend down their award. Examples of justifications for an extension include, but are not limited to the following:
 - Delays in the operational ramp-up of a new center or pilot project
 - Delays in fiscal host approvals and/or execution of sub-agreements with centers
 - Grantee center relocations, resulting in a temporary hiatus in operations
 - Staff/consultant turnover and/or difficulties in hiring staff or consultants to carry out services
 - Challenges in generating sufficient client demand to conduct the level of consulting and training originally planned in the agreement
2. The grantee has otherwise demonstrated good faith in their performance of the Agreement during the Agreement’s Term of Performance.
3. The grantee is in full compliance with grant program requirements, including eligibility, reporting and invoicing, and any audits by CalOSBA.
4. The grantee’s director and CalOSBA agree that no other options exist for the grantee to fully spend down the award in the Agreement.

If these conditions are met, staff will work with the grantee to identify an extended end date for the Agreement's Term of Performance. The extended end date must be the **earliest** date when the grantee will be able to fully spend down their award and achieve the performance metric goals in the Agreement. The grantee is encouraged, but not required, to align with prescribed quarters. Once an extended end date is identified, the grantee will be required to submit the final invoice and report within 45 days of the extended date. If an extension is granted, the grantee is required to spend down the total award prior to the extension deadline. Staff will email the grantee to confirm the extension. A template for approval is on the next page and is to be executed by CalOSBA Staff:



CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE
TECHNICAL ASSISTANCE PROGRAM
NO-COST TERM EXTENSION AGREEMENT

The purpose of this email is to confirm that the California Office of the Small Business Advocate (CalOSBA) authorizes [NAME OF AGREEMENT RECIPIENT] ("RECIPIENT") to extend the Term of Performance in Agreement Number [AGREEMENT NUMBER] ("AGREEMENT") from the original end date of [MONTH, DATE, YEAR] to [MONTH, DATE, YEAR] ("EXTENDED END DATE").

The purpose of this extension is to facilitate a full spenddown of the RECIPIENT's award and achievement of performance metrics identified in the AGREEMENT.

The justification and plan of action for this extension request is attached. [ATTACH JUSTIFICATION AND PLAN OF ACTION].

If the EXTENDED END DATE overlaps with a subsequent CalOSBA grant award's Term of Performance, the RECIPIENT must spend down the remaining award under this AGREEMENT before charging expenses to a subsequent CalOSBA grant.

It is agreed that all other provisions of the AGREEMENT and any subsequent amendments shall remain in full force and effect.

The grantee must submit the final invoice and report within 45 days of the extended date.

Failure to meet the terms of the extension may affect your ability to receive future funding from the same organization.

Name
Title
Organization identified in agreement

Tara Lynn Gray
Director
Office of the Small Business Advocate

END EXHIBIT F

Exhibit G – Third-Party Contractual Request Instructions

Overview

The Small Business Technical Assistance Program (SB TAP) provides grant funding on an annual basis. In the case of an emergency, a grantee may request approval for additional third-party contracts to already TAP funded technical assistance providers.

Process for Requesting Approval

The grantee will provide a brief justification narrative and revised budget for the third-party contractor(s):

- Narrative must include what the emergency is, how the contractor will assist the grantee in meeting program goals, and procedures to ensure no duplication of efforts or reporting.
- Revised budget must reflect third-party contractor name and total amount, and in addition, a brief description of what the funds will be used for (i.e. direct consulting, training, research, and/or marketing).
- A request must be submitted via email to sbtaep@gobiz.ca.gov and copy Program Manager, Jean Coleman at Jean.Coleman@gobiz.ca.gov, with the subject line, "Grant Agreement #_Third-Party Contractor Request."
- The Third-Party Contractor **may not** begin services until approved by CalOSBA.

Process for Evaluating Requests

Upon receiving the above request, staff will evaluate if the following conditions apply:

1. The grantee must have experienced an unpredictable event during the course of the grant year that impaired their ability to perform against their executed grant agreement. Examples of justifications for an emergency include, but are not limited to the following:
 - Sudden decrease in capacity
 - Sudden increase in service demand
 - State and/or Presidential declared disaster in the AR's servicing region
2. The grantee has otherwise demonstrated good faith in their performance of the Agreement during the Agreement's Term of Performance.
3. The grantee is in full compliance with grant program requirements, including eligibility, reporting and invoicing, and any audits by CalOSBA.
4. The grantee and CalOSBA agree that all third-party contractors are to abide by the grant agreement terms.

If these conditions are met, staff will work with the AR to ensure proper reporting and invoicing for newly approved third-party contractors that are already funded by TAP. A template for approval is on the next page and is to be executed by CalOSBA Staff:



CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE
TECHNICAL ASSISTANCE PROGRAM
THIRD-PARTY CONTRACTOR APPROVAL

The purpose of this email is to confirm that the California Office of the Small Business Advocate (CalOSBA) authorizes [NAME OF AGREEMENT RECIPIENT] ("RECIPIENT") to sub-contract with [TAP FUNDED TA PROVIDER] in the amount of [APPROVED SUB-CONTRACT AMOUNT].

The purpose of this third-party contract is to facilitate a full spenddown of the RECIPIENT's award and achievement of performance metrics identified in the AGREEMENT.

The justification and revised budget are attached. [ATTACH].

It is agreed that the RECIPIENT will oversee the third-party contractor and ensure compliance with California Technical Assistance Expansion Program.

It is agreed that all other provisions of the AGREEMENT and any subsequent amendments shall remain in full force and effect.

Failure to meet the terms of the approval may affect your ability to receive future funding from the same organization.

Name
Title
Organization identified in agreement

Tara Lynn Gray
Director
Office of the Small Business Advocate

END EXHIBIT G

S-7967-CROED
Exhibit D

TAEP Annual Report

A. Performance Narrative:

Please provide a summary about the center's proposed goals and scope of work for the year (i.e. policy priorities, targeted groups, etc.).

Summary should also detail your network's services/programs/initiatives rolled out as part of your expansion grant, as well as methodologies and implementation strategies, challenges and successes achieved including performance metrics and impact data. Please include any TAEP policy priorities around capital, markets (procurement and international trade/e-commerce) and resilience. Describe any staffing decisions, partnerships or other strategies implemented to meet goals and expand services to underserved small business owners, including women, people of color and veteran-owned businesses and business in low-wealth, rural and disaster impacted communities included in a state or federal emergency declaration or proclamation. Further, if any economic or small business trends impacted your programs, please describe how you integrated marketplace changes into the programs.

In response to COVID-19, explain how the Center adapted in order to continue services to small businesses and entrepreneurs and successes in scaling up and shifting operations to accommodate state guidelines and increased demand.

B. Network and Collaboration:

This section should:

- 1) Detail the ecosystem building achieved through any cross-cutting regional strategies, partnerships, and other collaborations utilized to achieve goals.
- 2) Describe efforts to build new partnerships or collaborations and/or share best practices, especially into underserved areas to ensure a standard level of small business service offerings across demographics.
- 3) Share metrics on partnerships established as a result of expansion, especially with organizations that support underserved populations. (Please note that subcontractor (i.e. external organization subcontracts) metrics must be reported in the "Roll-Up Report" tab, column B, of the invoice workbook.)

A strong narrative in this section will detail how, if at all, these partnerships and collaborations yielded stronger outcomes for small businesses, especially for program priorities and services to underserved communities.

It should also detail any research or mapping of the continuum of services and any identified gaps that existed and addressed as a result of partnerships and collaborations - especially for

underserved populations (i.e. work product such as research studies, strategic regional plans, or databases, diagrams, technology tools, etc.)

C. Expansion of Services:

Describe how you were able to effectively expand and reach the target underserved small businesses, especially compared to prior years. Please include any new partnerships or existing partnerships that were leveraged this year, specialized program development, satellite offices, etc. Include how the expansion is unique compared to existing programs (i.e. federal scope of work) and/or how you further expanded or strengthened if the program was established in a previous TAEP grant year.

Describe regional and economic shifts (i.e. regional strategies or priorities informing focus, natural disasters, emerging industries, etc.).

D. Underperformance Narrative:

The underperformance statement must provide a high level of detail of why the Center was not able to meet the performance goals, or, why there was underspent grant funds. An underperformance narrative must be made for each of the Centers in the region that underperformed against their specific goals.

SUBCONTRACT NO. S-7967-CROED

THIS SUBCONTRACT NO. S-7967-CROED (hereinafter referred to as the "Subcontract") is entered into by and between **the COUNTY OF RIVERSIDE**, a political subdivision of the State of California, by and through its Office of Economic Development (hereinafter "Subcontractor"), host administrative agent for the Coachella Valley Small Business Development Center, located in Indio, California and **CSU FULLERTON AUXILIARY SERVICES CORPORATION** (hereinafter, "ASC") a California non-profit corporation which is a recognized auxiliary and fiscal agent of 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. Subcontractor and ASC are individually referred to herein as a "Party" and collectively as the "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 California Governor's Office of Business and Economic Development GO-Biz (hereinafter "Prime Sponsor") under Agreement Number TAEP2022-C11 (hereinafter referred to as the "Agreement"), incorporated herein with this reference and attached as **Exhibit C** (Prime Award);
- B. **WHEREAS**, ASC desires to retain Subcontractor to perform services as specified in **Exhibit A** (Scope of Work) attached hereto and incorporated herein with this reference and intends to compensate Subcontractor for such services, as described in **Exhibit B** (Budget) attached hereto and incorporated herein with this reference;
- 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, and the Exhibits; and,
- D. **WHEREAS**, Subcontractor and any additional subcontractors retained by Subcontractor agree to abide by all of the terms and conditions of this Subcontract and the Prime Award as set forth therein.

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

Michael Daniel

Regional Director

California State University, Fullerton

800 N. State College Blvd., SGMH-4157B

Fullerton, CA 92831

Administrative

Sydney Dawes

Director, Office of Sponsored Programs

CSU Fullerton Auxiliary Service Corp.

1121 N. State College Blvd.

Fullerton, CA 92831-3014

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Court, Stop 1010
Post Office Box 1147, Riverside, CA 92502-1147

Thank you.

11-2-24

Telephone: (657) 278-5168
Email: midaniel@fullerton.edu

Telephone: (657) 278-4103
Email: sdawes@fullerton.edu

For Subcontractor:

Technical/Programmatic/Administrative

Robert Moran

Deputy Director, County of Riverside Office of Economic Development

3403 10th Street, 4th Floor

Riverside, CA 92501

Telephone: (951) 955-6673

Email: rmoran@rivco.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, County of Riverside Office of Economic Development, or their respective designees, for the respective Party.

2. **Scope of Work.** Subcontractor shall complete Leading Indicator Metrics of 150 clients assisted and 900 consulting hours provided and assist Lead Center to achieve the Lagging Indicators described in the Scope of Work which is attached and incorporated as **Exhibit A**.
3. **Term of Contract.** The period of performance of this Subcontract shall be from October 1, 2022 through September 30, 2023, subject to extension by the Prime Sponsor and mutual agreement of both Parties.
4. **Compensation.** Reimbursement of funds under this Subcontract is limited to **One Hundred Thirty Thousand Dollars (\$130,000.00)**, as shown in **Exhibit B**.
5. **Delivery.** All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before September 30, 2023.
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) calendar days advance written notice to the other Party. Upon termination of this Subcontract, ASC agrees to compensate Subcontractor for all unavoidable expenses reasonably incurred by Subcontractor in the performance of its work under this Subcontract by the date of termination, and 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. **Reporting Requirements.** Both financial and performance reporting are due at the end of each quarter of the contract period. In the event that there was no activity in the quarter, a financial and performance report are still due and would state that there was no activity or spenddown during the quarter. Subcontractor must submit an electronic version of the quarterly performance report in Microsoft Word to the Lead Center within twenty (20) calendar days after the completion of a calendar quarter. Reports must be submitted utilizing the GO-Biz template in Excel and PDF format. Each quarterly report must include the following items: (a) one (1) unique success each quarter, (b) PDF of GO-Biz template which must be signed by the Director, (c) general ledger for each invoice is to match the GO-Biz template, (d) host institution invoice required and must match general ledger and GO-Biz template, (e) Neoserra activity report for consulting and training by consultant: (i) the Go-Biz template must be accompanied by an activity report for consulting and training activities that matches the GO-Biz template stated hours for consulting and training per consulting, and (ii) funding sources must properly align in Neoserra with what is being reporting and invoiced, (f) underperformance report required if metrics or invoicing milestones are not met as indicated as follows: (i) Q1 spenddown or metrics achieved are not at 15%, (ii) Q2 spenddown or metrics achieved are not at 40%, (iii) Q3 spenddown or metrics achieved are not at 75%, (iv) Q4 spenddown or metrics achieved are not at 100%. The Lead Center reserves the right to reduce funding during the program year, if the center is unable to meet its quarterly spenddown.

The annual report is due within twenty (20) calendar days upon close of the grant period. Subcontractor must submit required reports utilizing GO-Biz template provided in **Exhibit D** (Reporting Template) **attached hereto and incorporated herein with this reference.**

Failure to submit required reports as identified in **Exhibit A** will result in the voiding of invoice payments for the period unless prior approval to submit late reports has been granted by the Lead Center Director, or designee.

The Lead Center reserves the right modify or request additional reporting information from the Subcontractor as requested by the Prime Sponsor.

12. **Invoicing and Payment.** Subcontractor shall invoice ASC for actual expenses incurred during the term of the Subcontract and in accordance with the budget in **Exhibit B**. Invoices shall be mailed to

the address listed below and emailed to both kmpayne@fullerton.edu, jessjuarez@fullerton.edu and [cc: oriveron@fullerton.edu](mailto:oriveron@fullerton.edu):

OCIE SBDC
Ms. Katrina Smith, Associate Regional Director
800 N. State College Blvd.
SGMH-4157
Fullerton, CA 92831

Subcontractor shall invoice the Lead Center for actual expenses incurred during the term of the Subcontract in accordance with the budget in Exhibit B, and shall deliver such invoices to the Lead Center within twenty (20) calendar days of the close of each quarter. Subcontractor will submit itemized invoices to the Lead Center quarterly. Each invoice shall include an itemized expenditure report, accompanied by general ledger with a detailed transaction report, supporting documentation and any necessary chart of accounts. The Lead Center agrees to pay *approved* invoices within forty-five (45) calendar days upon receipt of an acceptable and accurate invoice. In no event shall the Subcontractor request reimbursement from the Lead Center for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Subcontract.

The invoice containing final costs to be paid by the Lead Center shall be identified as the "Final Invoice". Final Invoice expenditures shall reflect costs incurred but not previously submitted for the period ending September 30, 2023. The Final Invoice shall be paid upon satisfactory completion of Subcontract work and submittal of all the reports required in this Subcontract.

"Satisfactory completion" as used in this Subcontract means that the Subcontractor has complied with all the terms, conditions, and performance requirements of this Subcontract. All award and matching funds shall be used solely for the purpose of performing the work as set forth in their Subcontract and **Exhibit A**.

"Approved invoice" means a complete and accurate invoice and performance package.

14. Content and Order of Precedence

Included in this Subcontract are the following exhibits and all exhibits are hereby incorporated by reference into this Subcontract

- a. Exhibit A Scope of Work
- b. Exhibit B Budget
- c. Exhibit C Prime Award
- d. Exhibit D Reporting Templates

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

- 15. Indemnification.** All Parties to this Subcontract agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, students, 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, students, or volunteers. The provisions of this Paragraph do not apply to any damage or losses caused solely by the gross negligence or intentional acts of the non-indemnifying Party or any of its agents or employees. The indemnity set forth in this Paragraph 15 shall survive for a period of one (1) year after the expiration or earlier termination of this Subcontract.
- 16. 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.
- 17. Notice of Force Majeure.** Subcontractor agrees to give ASC written notice of an event of force majeure under this Paragraph 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.
- 18. Public Records.** Subcontractor acknowledges that ASC is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). This Subcontract and materials submitted by Subcontractor to ASC may be subject to a PRA request, except in the event that such documents submitted to ASC are considered confidential information and exempt under the PRA. In the event records of the Subcontractor are requested through a PRA, ASC will notify the Subcontractor, as soon as practicable that a PRA request for the Subcontractor's information has been received, but not less than five (5) business days prior to the release of the requested information to all the Subcontractor to seek an injunction. ASC will work in good faith with the Subcontractor to protect the information to the extent an exemption is provided by law.
- 19. 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.
- 20. Retention of Records.** Subcontractor agrees to maintain and preserve all records relative to this Subcontract for three (3) years after termination. 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."

21. **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 Prime Sponsor and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Subcontractor.
22. **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.
23. **Applicable Law.** This Subcontract and any disputes concerning it shall be interpreted under the laws of the State of California. Any legal action related to the performance or interpretation of this Subcontract shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.
24. **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.
25. **Days.** Any reference to days in this Subcontract, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.
26. **Entire Subcontract.** This Subcontract, including any referenced exhibits, attachments, appendices and references, constitutes the entire Subcontract and supersedes any other written or oral representations, statements negotiations, or agreements.

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(Signatures on following page)

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

For:
COUNTY OF RIVERSIDE, a
political subdivision of the State of
California, by and through its Office
Of Economic Development

For:
CSU Fullerton Auxiliary Services Corporation



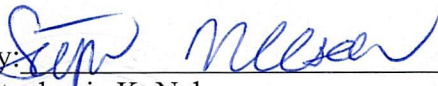
KEVIN JEFFRIES
Board of Supervisors


Charles D. Kissel
Executive Director

Dated: 2/28/23

Dated: 06 APR 23

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Stephanie K. Nelson
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk
By: 
DEPUTY

Center Name: **Coachella Valley SBDC**

Go-Biz TAEP (FY 22-23)	\$50,000
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Scope of Work:

Each service center is expected to at minimum, complete their leading indicator metrics. Leading Indicator metrics are derived from the following calculations: Number of consulting hours was derived from 100% of the total GO-Biz TAEP contributed budgets. Number of clients was calculated by dividing the number of consulting hours by five.

Leading Indicators:

Each center will be expected to reach at minimum, the leading indicators as detailed below.

Number of Clients	150
Number of Consulting Hours	900

Lagging Indicators (Network Goals):

Each center will be tasked with assisting the network with reaching and exceeding all of the below lagging goals. While centers will not be given separate lagging indicator metrics, future year funding will be based on the level of performance from the previous year.

Number of Clients Counseled	2,500
Number of Training Events	300
Number of New Business Starts	250
Number of Jobs Created/Retained	6,000
Dollar Amount of Increase in Sales	\$15,000,000
Number of Loans	100
Dollar Amount of Capital Infusion	\$19,000,000

**BUDGET JUSTIFICATION - YEAR 2022/23
(ESTIMATED COSTS)**

Name of Center: Coachella Valley SBDC
Name of Host Institution (if different): County of Riverside

Expenditure Type	Description	Funds Requested
A. PERSONNEL		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Personnel		\$ -
B. FRINGE BENEFITS		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Fringe Benefits		\$ -
C. TRAVEL		\$ -
Total Travel		\$ -
D. EQUIPMENT & SUPPLIES		\$ -
		\$ -
Total Equipment and Supplies		\$ -
E. CONTRACTUAL	SBDC Consultants	\$ 130,000.00
Total Contractual		\$ 130,000.00
F. RESEARCH & MARKETING (personnel and non-labor)		\$ -
		\$ -
		\$ -
Total Research & Marketing		\$ -
Total Budget		\$ 130,000.00
		R&M does not exceed 20%

**Grant Agreement # TAP2022-C11**

1. This Agreement is entered into between the State Agency and the Grant Recipient named below:

STATE UNIT/AGENCY NAME

CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND
ECONOMIC DEVELOPMENT

GRANT RECIPIENT NAME

CSU FULLERTON AUXILIARY SERVICES CORPORATION

2. The term of this Agreement is:


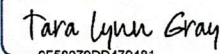
October 1, 2022 through September 30, 2023

3. The maximum amount of this Agreement is:

\$2,950,000.00 (two million nine hundred fifty thousand dollars and no cents)

4. The parties agree to comply with the terms and conditions of the following Agreement including exhibits which are by this reference made a part of this Agreement.

IN WITNESS THEREOF, the parties have executed this AGREEMENT hereto.

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME CSU FULLERTON AUXILIARY SERVICES CORPORATION	
BY (Authorized Signature) X.  DocuSigned by: 9B55D2A8042A4A1...	DATE SIGNED October 17, 2022 10:56 PDT
PRINTED NAME AND TITLE OF PERSON SIGNING Charles D. Kissel	
ADDRESS 1121 N. State College Blvd. Fullerton, CA 92831	
STATE OF CALIFORNIA	
STATE UNIT/AGENCY NAME CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature) X.  DocuSigned by: 9F58079DD479481...	DATE SIGNED October 17, 2022 13:30 PDT
PRINTED NAME AND TITLE OF PERSON SIGNING Tara Lynn Gray, Director, California Office of the Small Business Advocate	
ADDRESS 1325 J STREET, SUITE 1800, SACRAMENTO, CA 95814	

CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE
SMALL BUSINESS TECHNICAL ASSISTANCE PROGRAM GRANT AGREEMENT

This Small Business Technical Assistance Program 2022/23 Grant Agreement (hereinafter referred to as the "AGREEMENT") dated October 1, 2022 is entered into by and between CSU FULLERTON AUXILIARY SERVICES CORPORATION (hereinafter "RECIPIENT"), and the Office of the Small Business Advocate within the Governor's Office of Business and Economic Development (hereinafter, "CalOSBA"), hereafter jointly referred to as the "parties" or individually as the "party."

- A. **WHEREAS**, CalOSBA is the sponsor and the manager of this award issued to the RECIPIENT under Agreement Number TAP2022-C11 ("Award");
- B. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as described in the 2022/23 Program Announcement to support direct small business technical assistance services to underserved small business owners, including women, people of color, and veteran-owned businesses as businesses in low-wealth, rural, and disaster-impacted communities included in a state or federal emergency declaration.
- C. **WHEREAS**, RECIPIENT is a Small Business Technical Assistance Center ("Centers"), defined as a federal small business technical assistance center or any established nonprofit community-based organization, exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, the mission of which includes economic empowerment of underserved microbusinesses or small businesses and entrepreneurs and that operates entrepreneurial or small business development programs which provide free or low-cost services to California's underserved businesses and entrepreneurs to enable their launch and sustained growth;
- D. **WHEREAS**, RECIPIENT is in compliance with all eligibility requirements including possession of an active grant or contract with a federal or private funding partner to administer a small business technical assistance program in California, ability to receive State funds, and possession of a plan of action and commitment to fully draw down any federal or private funds in their private agreement.
- E. **WHEREAS**, Federal funding partners means the federal Small Business Administration, federal Department of Commerce, federal Department of Defense, or any other federal agency with the authority to administer a small business technical assistance program in this state;
- F. **WHEREAS**, Private funding source means any entity that makes grants, and includes corporate or private philanthropy or similarly established nongovernmental entities;

G. **WHEREAS**, all parties acknowledge that this AGREEMENT and the Award are only available to Centers eligible for the California Small Business Technical Assistance Program (TAP); as described in Exhibit D, TAP 2022/23 Program Announcement (“Program Announcement”);

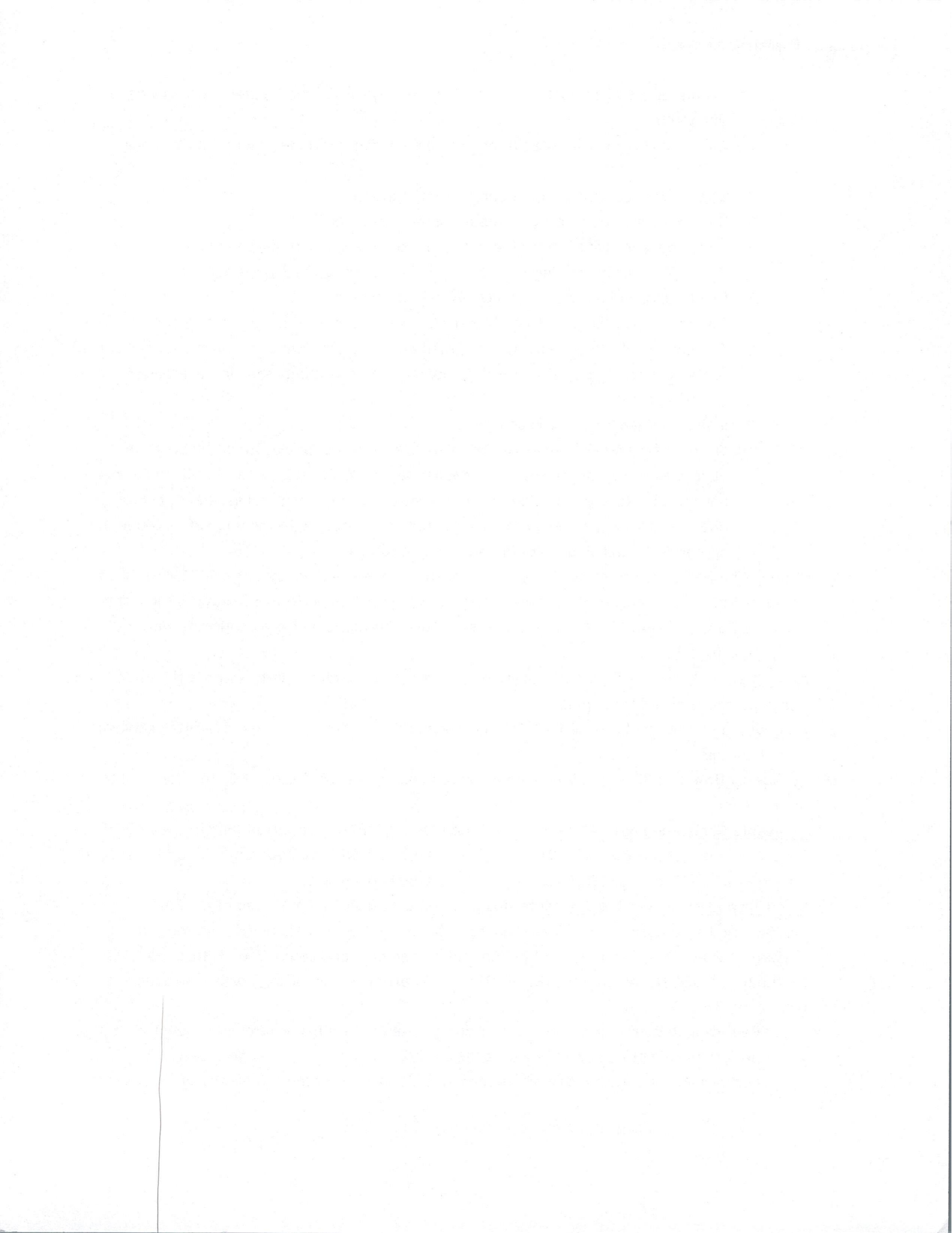
H. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as specified in Exhibit B (“Scope of Work and Performance Metrics”) and intends to compensate RECIPIENT for such services, as described in Exhibit C (“Budget Detail”);

NOW, THEREFORE, in consideration of the mutual and reciprocal promises and subject to the terms and conditions set forth herein, the parties agree as follows:

1. **Performance Metrics.** RECIPIENT shall be responsible for the results and progress described in the Scope of Work and Performance Metrics, which is attached and incorporated as Exhibit B.
2. **Term of Agreement.** The period of performance of this AGREEMENT shall be from October 1, 2022 – September 30, 2023, unless otherwise approved by CalOSBA in writing. On a case-by-case basis, Centers may receive up to a three-quarter extension to spend down 2022/23 Awards. Centers should ensure that grant funding requests and proposed scopes of work align with the 2022/23 grant period timeline. Centers are required to submit a formal request, Exhibit F, to CalOSBA via email at sbtaep@gobiz.ca.gov and copy the CalOSBA Program Manager, Jean Coleman at Jean.Coleman@gobiz.ca.gov.
3. **Delivery.** All materials, services, and/or deliverables required under this AGREEMENT must be completed and delivered to CalOSBA on or before September 30, 2023 unless otherwise approved in writing from CalOSBA.
4. **Termination of Agreement.** Either party may terminate this AGREEMENT upon ninety (90) calendar days advance written notice to the other party. Upon termination of this AGREEMENT, CalOSBA agrees to compensate RECIPIENT for all allowable, unavoidable, expenses reasonably incurred by RECIPIENT in the performance of its work under this AGREEMENT prior to the date of termination. RECIPIENT agrees to complete services and/or provide required deliverables through the date of termination. In the event of termination, the state is obligated to compensate the recipient only for all allowable and unavoidable expenses reasonably incurred by the recipient in the performance of its work under the agreement as of the effective date of the terminating event or otherwise agreed period to allow project closeout activities, as determined appropriate by CalOSBA. In addition, if a recipient has received notification from its federal or private funding partner that its cooperative agreement is scheduled for termination or that its operations are placed under a probationary status, the recipient must notify the Office of Small Business Advocate via email at SBTAEP@gobiz.ca.gov within 48 hours. Failure to notify the Office of Small Business Advocate may impact future eligibility.
5. **Material Breach** CalOSBA will assess each center based on achievements against Program goals and each center’s respective scope of work. CalOSBA reserves the right to terminate the agreement in

the case of a material breach. A material breach for the purposes of the Program may include, but shall not be limited to:

1. Failure to comply with established Program deadlines including failure to file timely reports.
 2. Noncompliance with metric reporting requirements.
 3. Noncompliance with narrative reporting requirements.
 4. Noncompliance with financial reporting or record-keeping requirements.
 5. Noncompliance in carrying out the scope of work established in the agreement.
 6. Failure to communicate with CalOSBA in a timely manner.
 7. Failure to spend funds in a timely manner, in accordance with the grant agreement.
 8. Termination of the Center's match agreement or determination of noncompliance of the center's match agreement with eligibility requirements established in the Program Announcement
 9. Inability to generate Local Cash Match funds.
 10. Closure of the small business technical assistance center or closure of the program utilized as match for the Program. Inability to receive Federal or Private Match Funds for any reason. Closure or termination of the small business technical assistance center operations for any reason including, but not limited to, the termination of its cooperative agreement with a Federal or Private Funding source.
6. **Waiver**. The waiver by one party of any breach of any term or condition of this AGREEMENT shall not be construed as a waiver of any other obligation by a party to perform pursuant to the terms and conditions of this AGREEMENT. Nor shall said waiver be construed as a continuing waiver of the original breach.
7. **Assignment**. No part of this AGREEMENT may be assigned by either party without the prior written consent of the other party.
8. **Amendments**. No part of this AGREEMENT shall be modified without the express written consent of both parties.
9. **Compensation**. The RECIPIENT is entitled to the compensation as set forth in Exhibit C for the Term of Agreement.
10. **Allowable Costs and Fees**. Allowable costs and fees eligible for reimbursement to the RECIPIENT for performance of this AGREEMENT must be in accordance with the Program Announcement and budget outlined in the AGREEMENT, including the attached exhibits.
11. **Invoicing and Reporting Requirements**. RECIPIENT must provide the required reports to CalOSBA by the established deadlines. Failure to file timely reports will be tracked for grant performance and may result in withholding reimbursements and could affect future requests for funding. CalOSBA will provide RECIPIENT with reporting and invoicing portal instructions by January 31, 2023.
- a. **Reporting Requirements**. The Authorized Representative must electronically submit performance reports quarterly during the 2022/23 Period of Performance. Quarterly performance reports are due within forty-five (45) days after the completion of the quarter



and within sixty (60) days of the last quarter. Performance reports must address the Center's progress towards meeting the major activities, objectives, and performance goals from the approved proposal in a brief narrative. These Reports must be a summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis. Furthermore, these Reports must justify the invoiced expenditures. Data reporting performance goals/measurements are collected through the CalOSBA Grantee Portal. Data integrity and the verification and validation of performance results are a CalOSBA priority, and also provide the validation of the quality and impact of the program. Centers are obligated to meet, at minimum, once a quarter with CalOSBA staff to share performance progress, and discuss any barriers or opportunities including shared best practices. Any invoice including costs towards travel as mileage reimbursement must be accompanied by backup documentation including, but not limited to: Google Map directions to and from the destination and a description of the intent of the travel in narrative format, including a description of the rural characteristics of the area.

- b. Invoicing Requirements.** The Authorized Representative must electronically submit a quarterly invoice to CalOSBA within forty-five (45) days after the completion of the first three quarters and within sixty (60) days of the completion of the fourth and final quarter of the 2022/23 program period. With the exception of the final invoice, any invoice submitted for less than \$1000 will be held for payment with the following quarter's invoice. CalOSBA will not process any payment request submitted more than ninety (90) calendar days after the end of the specified quarter.

- 12. Payment.** CalOSBA agrees to pay approved invoices within forty-five (45) calendar days upon receipt. In no event shall the RECIPIENT request reimbursement from CalOSBA for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this AGREEMENT. Invoices shall be paid upon satisfactory completion of AGREEMENT work and submittal of all reports required in this AGREEMENT as described in the AGREEMENT and the Exhibits. "Satisfactory completion" as used in this AGREEMENT means that the RECIPIENT has complied with all terms, conditions, and performance requirements of this AGREEMENT. All Award Funds shall be used solely for the purpose of performing the work as set forth in this AGREEMENT.
- 13. Third-party contracts.** RECIPIENT acknowledges that additional third-party contracts related to the performance and duties of this Agreement, in which RECIPIENT seeks to enter, beyond the scope of the original approved budget, must be approved by CalOSBA prior to execution.
- 14. Publicity and Acknowledgement.** The RECIPIENT is required to include the following logo (Exhibit A) and disclosure on all materials produced in whole or in part with Project Funds:

1. "Funded in part through a Grant with the California Office of the Small Business Advocate."

Materials that include editorial content must include the following alternate acknowledgement:

2. "Funded in part through a Grant with the California Office of the Small Business Advocate. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the California Office of the Small Business Advocate."

The CalOSBA logo may be placed in close proximity to the Recipient's logo or placed in a prominent location elsewhere on the material. The CalOSBA logo may not be placed in close proximity to any third party logo or used in such a way as to imply that a relationship exists between CalOSBA and any third party. Any use of the CalOSBA logo must be accompanied by one of the above disclosure statements within reasonable proximity to the logo.

Neither the CalOSBA logo nor the acknowledgement statement may be used in connection with activities outside the scope of work. Similarly, the CalOSBA logo and acknowledgement statement may not be used on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. The CalOSBA logo and acknowledgement statement may not be used on social media sites without CalOSBA's prior written approval.

Failure to comply with the publicity and acknowledgement constitutes poor performance and may affect future funding opportunities from CalOSBA.

15. **Indemnification/Warranty Disclaimer/Limitation of Liability.** RECIPIENT shall defend, indemnify and hold CalOSBA, and the State of California, its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from RECIPIENT'S or its agents' or assigns' willful misconduct or gross negligence in connection with this AGREEMENT; provided that, RECIPIENT shall not be liable for any direct, indirect, incidental, special or consequential damages that arise from a breach of this AGREEMENT. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, CALOSBA, ITS AGENTS OR EMPLOYEES, OR ANYONE ELSE INVOLVED IN THIS AGREEMENT BE LIABLE TO RECIPIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT, UNLESS CALOSBA ENGAGES IN WILLFUL MISCONDUCT OR IS GROSSLY NEGLIGENT IN CONNECTION WITH THIS AGREEMENT.
16. **Force Majeure.** If by reason of force majeure the RECIPIENT's performance hereunder is delayed, hampered or prevented, then the performance by the RECIPIENT 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 RECIPIENT's control which would excuse the RECIPIENT's performance as a matter of law.
17. **Notice of Force Majeure.** RECIPIENT agrees to give CalOSBA at GO-Biz written notice of an event of force majeure under this Paragraph 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 RECIPIENT from reasonably giving notice within this period. RECIPIENT will give such notice at the earliest possible time following the Force Majeure.

- 18. Public Records.** RECIPIENT acknowledges that CalOSBA are subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). This AGREEMENT and materials submitted by RECIPIENT to CalOSBA may be subject to a PRA request, except in the event that such documents submitted to CalOSBA are considered confidential information and exempt under the PRA. In the event records of the RECIPIENT are requested through a PRA, CalOSBA will notify the RECIPIENT, as soon as practicable that a PRA request for the RECIPIENT's information has been received, but not less than five (5) business days prior to the release of the requested information to allow the RECIPIENT to seek an injunction. CalOSBA will work in good faith with the RECIPIENT to protect the information to the extent an exemption is provided by law.
- 19. Nondiscrimination.** RECIPIENT 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, religion/creed, sex/gender (including pregnancy, childbirth, breastfeeding or related medical condition), sexual orientation or gender identity/expression, ancestry/national origin, age (40 or older) , marital status disability (mental and physical), medical condition, genetic information, military or veteran status.
- 20. Retention of Records.** RECIPIENT agrees to maintain and preserve all records relative to this AGREEMENT for three (3) years after termination.
- 21. Audit.** The books and accounts, files, and other records of the RECIPIENT, which are applicable to this AGREEMENT, shall be available for inspection, review, and audit during normal business hours by CalOSBA and its representatives to verify performance metrics and determine the proper application and use of all funds paid to or for the account or benefit of the RECIPIENT. RECIPIENT agrees that CalOSBA may request that the applicant provide details relating to the source and amount of nonstate local match funds. The center, not GO-Biz or CalOSBA, will retain possession and control of any and all reporting materials and backup documentation and will make them available to CalOSBA for inspection and audit upon request so that CalOSBA can verify that both the center and any subrecipients have complied with the grant program's terms and conditions, and have executed the contracts and effectuated the program consistent with the statutory goals of the program.
- 22. Severability.** Should any part, term, or provision of this AGREEMENT 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 AGREEMENT. Any and all other terms of this AGREEMENT shall remain in full force and effect.
- 23. Applicable Law and Consent to Jurisdiction.** This AGREEMENT will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any

state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

- 24. Attorneys' Fees.** In the event of any litigation between the parties concerning the terms and provisions of this AGREEMENT, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.
- 25. Interpretation.** Each party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each party and its counsel, if appropriate, have participated fully in the review and revision of this AGREEMENT. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this AGREEMENT. The language in this AGREEMENT shall be interpreted as to its fair meaning and not strictly for or against any party.
- 26. Days.** Any reference to days in this AGREEMENT, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.
- 27. Notices.** Any notices required or permitted to be given under this AGREEMENT shall be given in writing and shall be delivered (a) in person, (b) by certified mail, (c) by facsimile with confirmed receipt required, electronic communication with confirmed receipt required, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as set forth below, or as the applicable party shall specify to the other party in writing.
- 28. Representation on Authority of Parties/Signatories.** Each person signing this AGREEMENT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this AGREEMENT. Each party represents and warrants to the other that the execution and delivery of the AGREEMENT and the performance of such party's obligations hereunder have been duly authorized and that the AGREEMENT is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 29. Entire Agreement.** This AGREEMENT, including any referenced attachments, exhibits, appendices and references, constitutes the entire AGREEMENT and supersedes any other written or oral representations, statements negotiations, or agreements with respect to the Award described herein.
- 30. Contents and Order of Precedence.** Included in this AGREEMENT are the following exhibits and all exhibits are hereby incorporated by reference into this AGREEMENT
- a. Exhibit A – California Office of the Small Business Advocate's Logo
 - b. Exhibit B – Scope of Work and Performance Metrics
 - c. Exhibit C – Budget Detail
 - d. Exhibit D – Program Announcement
 - e. Exhibit E – Change Order Request Form
 - f. Exhibit F – No Cost Term Extension Request Instructions
 - g. Exhibit G – Third-Party Contractual Request Form

Exhibit A – California Office of the Small Business Advocate Logo



Click here to download CalOSBA GO-Biz Logos: [CalOSBA GO-Biz Toolkit](#)

END EXHIBIT A

Exhibit B – Scope of Work and Performance Metrics

This establishes the annual Small Business Technical Assistance Program scope of work and metrics for the RECIPIENT during the 2022/23 California Small Business Technical Assistance Program.



Technical Assistance Program FY 2022-2023

Application Full Report

2022-23 Application Period

Program Performance Period: October 1, 2022 – September 30, 2023

General Info	
Application ID:	273
Application Type:	Technical Assistance Program
Status:	Awarded
Lead Organization Type:	OC IE SBDC
Other Lead Organization Type (if applicable):	
Is this a network wide proposal?	Yes
Address Line 1:	800 N. State College Blvd.
Address Line 2:	SGMH-4157
City:	Fullerton
State:	California
Zip Code:	92831

Authorized Representative	
Last Name, First Name:	Kissel, Charles D.
Email:	ckissel@fullerton.edu
Organization:	CSU Fullerton Auxiliary Services Corporation
Title:	Executive Director
Phone Number:	(657) 278-4100

Fiscal Authority	
Legal Host Name:	CSU Fullerton Auxiliary Services Corporation
Address Line 1:	1121 N. State College Blvd.
Address Line 2:	
City:	Fullerton
State:	California
Zip Code:	92831



Technical Assistance Program FY 2022-2023 Application Full Report

2022-23 Application Period

Program Performance Period: October 1, 2022 – September 30, 2023

Non-State Funding Source			
Funding Source:		SBDC	
If Other, Provide Name of Funding Source:			
Award Type:		Cooperative Agreement	
Award Cycle:		Annual Competition	
Award Begin Date:	01/01/2022	Award End Date:	12/31/2023
At the time of the application, does your Center have an active award from the federal or private funding partner?			Yes
If no, at the time of application, does your Center have a verified letter of intent from the federal funding partners that the Center will be awarded with a performance start date on or before October 1, 2021?			N/A

Proposal

Center Name: Orange County Inland Empire Small Business Development Center

Center Director: Mike Daniel

Center Email: midaniel@fullerton.edu

Center Email: (657) 278-5168

Center Location: 800 N. State College Blvd. SGMH-4157, Fullerton, CA 92831

Geographic Area of Service: Orange, Riverside, San Bernardino

Assembly District(s): 40, 42, 47, 52, 55, 56, 60, 61, 65, 67, 68, 69, 72, 73, 74

Senate District(s): 20, 23, 28, 29, 31, 34, 36, 37

Number of Training Events: 350

Number of Unique Clients Trained: 3,000

Number of New Clients Trained: 1,500

Number of Unique Clients Consulted (Total): 4,000

Number of Unique Clients Consulted (Women): 1,400

Number of Unique Clients Consulted (Black/African American): 200

Number of Unique Clients Consulted (Asian): 600

Number of Unique Clients Consulted (Native American or Alaska Native): 20

Number of Unique Clients Consulted (Native Hawaiian or Pacific Islander): 20

Number of Unique Clients Consulted (Latino/Hispanic): 1,200

Number of Unique Clients Consulted (Veterans): 120

Number of Unique Clients Consulted (Low-Wealth): 200

Number of Unique Clients Consulted (Rural): 80

Number of Unique Clients Consulted (Disaster-Impacted): 0

Number of New Clients Consulted (Total): 1,650

Number of New Clients Consulted (Women): 660

Number of New Clients Consulted (Black/African American): 50

Number of New Clients Consulted (Asian): 248

Number of New Clients Consulted (Native American or Alaska Native): 5

Number of New Clients Consulted (Native Hawaiian or Pacific Islander): 5

Number of New Clients Consulted (Latino/Hispanic): 578

Number of New Clients Consulted (Veterans): 50

Number of New Clients Consulted (Low-Wealth): 83

Number of New Clients Consulted (Rural): 33

Number of New Clients Consulted (Disaster-Impacted): 0

Number of New Businesses Started (Total): 300

Number of New Businesses Started (Women): 75

Number of New Businesses Started (Black/African American): 10

Number of New Businesses Started (Asian): 30
Number of New Businesses Started (Native American or Alaska Native): 2
Number of New Businesses Started (Native Hawaiian or Pacific Islander): 1
Number of New Businesses Started (Latino/Hispanic): 50
Number of New Businesses Started (Veterans): 5
Number of New Businesses Started (Low-Wealth): 10
Number of New Businesses Started (Rural): 3
Number of New Businesses Started (Disaster-Impacted): 0

Number of Jobs Created (full and part-time) (Total): 1,500
Number of Jobs Created (full and part-time) (Women): 600
Number of Jobs Created (full and part-time) (Black/African American): 75
Number of Jobs Created (full and part-time) (Asian): 225
Number of Jobs Created (full and part-time) (Native American or Alaska Native): 5
Number of Jobs Created (full and part-time) (Native Hawaiian or Pacific Islander): 5
Number of Jobs Created (full and part-time) (Latino/Hispanic): 525
Number of Jobs Created (full and part-time) (Veterans): 45
Number of Jobs Created (full and part-time) (Low-Wealth): 75
Number of Jobs Created (full and part-time) (Rural): 30
Number of Jobs Created (full and part-time) (Disaster-Impacted): 0

Number of Jobs Retained (full and part-time) (Total): 10,000
Number of Jobs Retained (full and part-time) (Women): 4,000
Number of Jobs Retained (full and part-time) (Black/African American): 500
Number of Jobs Retained (full and part-time) (Asian): 1,500
Number of Jobs Retained (full and part-time) (Native American or Alaska Native): 10
Number of Jobs Retained (full and part-time) (Native Hawaiian or Pacific Islander): 10
Number of Jobs Retained (full and part-time) (Latino/Hispanic): 3,500
Number of Jobs Retained (full and part-time) (Veterans): 300
Number of Jobs Retained (full and part-time) (Low-Wealth): 500
Number of Jobs Retained (full and part-time) (Rural): 200
Number of Jobs Retained (full and part-time) (Disaster-Impacted): 0

Dollar Amount of Increase in Sales (Total): \$50,000,000
Dollar Amount of Increase in Sales (Women): \$5,000,000
Dollar Amount of Increase in Sales (Black/African American): \$2,500,000
Dollar Amount of Increase in Sales (Asian): \$5,000,000
Dollar Amount of Increase in Sales (Native American or Alaska Native): \$0
Dollar Amount of Increase in Sales (Native Hawaiian or Pacific Islander): \$0
Dollar Amount of Increase in Sales (Latino/Hispanic): \$5,000,000
Dollar Amount of Increase in Sales (Veterans): \$1,500,000
Dollar Amount of Increase in Sales (Low-Wealth): \$1,500,000
Dollar Amount of Increase in Sales (Rural): \$500,000
Dollar Amount of Increase in Sales (Disaster-Impacted): \$0

Number of Contracts (Total): 10
Number of Contracts (Women): 0
Number of Contracts (Black/African American): 0
Number of Contracts (Asian): 0
Number of Contracts (Native American or Alaska Native): 0
Number of Contracts (Native Hawaiian or Pacific Islander): 0
Number of Contracts (Latino/Hispanic): 0
Number of Contracts (Veterans): 0
Number of Contracts (Low-Wealth): 0
Number of Contracts (Rural): 0
Number of Contracts (Disaster-Impacted): 0

Dollar Amount of Contracts (Total): \$1,000,000
Dollar Amount of Contracts (Women): \$0
Dollar Amount of Contracts (Black/African American): \$0
Dollar Amount of Contracts (Asian): \$0
Dollar Amount of Contracts (Native American or Alaska Native): \$0
Dollar Amount of Contracts (Native Hawaiian or Pacific Islander): \$0
Dollar Amount of Contracts (Latino/Hispanic): \$0
Dollar Amount of Contracts (Veterans): \$0
Dollar Amount of Contracts (Low-Wealth): \$0
Dollar Amount of Contracts (Rural): \$0
Dollar Amount of Contracts (Disaster-Impacted): \$0

Number of Loans (Total): 75
Number of Loans (Women): 30
Number of Loans (Black/African American): 3
Number of Loans (Asian): 11
Number of Loans (Native American or Alaska Native): 0
Number of Loans (Native Hawaiian or Pacific Islander): 0
Number of Loans (Latino/Hispanic): 26
Number of Loans (Veterans): 2
Number of Loans (Low-Wealth): 3
Number of Loans (Rural): 2
Number of Loans (Disaster-Impacted): 0

Dollar Amount of Loans (SBA loans and non-SBA loans) (Total): \$12,500,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Women): \$2,500,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Black/African American): \$625,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Asian): \$1,500,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Native American or Alaska Native): \$0
Dollar Amount of Loans (SBA loans and non-SBA loans) (Native Hawaiian or Pacific Islander): \$0
Dollar Amount of Loans (SBA loans and non-SBA loans) (Latino/Hispanic): \$3,500,000

Dollar Amount of Loans (SBA loans and non-SBA loans) (Veterans): \$375,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Low-Wealth): \$625,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Rural): \$250,000
Dollar Amount of Loans (SBA loans and non-SBA loans) (Disaster-Impacted): \$0

Dollar Amount of Equity Capital (to include private investment) (Total): \$35,000,000
Dollar Amount of Equity Capital (to include private investment) (Women): \$10,000,000
Dollar Amount of Equity Capital (to include private investment) (Black/African American): \$1,750,000
Dollar Amount of Equity Capital (to include private investment) (Asian): \$5,250,000
Dollar Amount of Equity Capital (to include private investment) (Native American or Alaska Native): \$0
Dollar Amount of Equity Capital (to include private investment) (Native Hawaiian or Pacific Islander): \$0
Dollar Amount of Equity Capital (to include private investment) (Latino/Hispanic): \$2,500,000
Dollar Amount of Equity Capital (to include private investment) (Veterans): \$1,000,000
Dollar Amount of Equity Capital (to include private investment) (Low-Wealth): \$1,000,000
Dollar Amount of Equity Capital (to include private investment) (Rural): \$250,000
Dollar Amount of Equity Capital (to include private investment) (Disaster-Impacted): \$0

Additional Funds Raised (non-dilutive funding, grants, etc.) (Total): \$2,000,000
Additional Funds Raised (non-dilutive funding, grants, etc.) (Women): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Black/African American): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Asian): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Native American or Alaska Native): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Native Hawaiian or Pacific Islander): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Latino/Hispanic): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Veterans): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Low-Wealth): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Rural): \$0
Additional Funds Raised (non-dilutive funding, grants, etc.) (Disaster-Impacted): \$0

Total Budget Request: \$2,950,000

Total Budget Request (all centers): \$2,950,000

The total budget request must not exceed federal or private award share.

Orange County Inland Empire SBDC Network
Technical Assistance Program (TAP)
FY 2022-2023 Grant Proposal

Geographic Area of Service:

Orange, Riverside, San Bernardino

Assembly Districts: 40, 42, 47, 52, 55, 56, 60, 61, 65, 67, 68, 69, 72, 73, 74

Senate Districts: 20, 23, 28, 29, 31, 34, 36, 37

SECTION IV: Proposal Narrative

Proposed Scope of Work – 55 points

- 1. Past performance: Describe how your center has previously supported small businesses with technical assistance and the impact of your previous or ongoing technical assistance programs. 5 points.**

The Orange County Inland Empire Small Business Development Center Network (SBDC) provides consulting, training and resources to help small businesses grow and succeed. California's premier provider of small business technical assistance; the OCIE SBDC Network has more ten SBDC service centers spread throughout the three county region of Orange, San Bernardino and Riverside counties. Since 2003, the OCIE SBDC program has been a leading voice in small business development and has built the largest business development program in the region to foster spirit, support and success of hundreds of thousands of entrepreneurs. The OCIE SBDC Network is funded in part by the U.S. Small Business Administration (SBA), the Governor's Office of Business and Economic Development (GO-Biz) and other public and private partners. Each year the OCIE SBDC Network Lead Center administers up to \$3.5M in federal funding through the SBDC program, \$3M in state funding through , and an additional \$2M in other grant funding such as agreements with cities, counties, lenders, and private organizations. The network has built capacity and expertise to oversee business development and technical assistance programs that provide opportunity and expertise to the business community of the region and throughout the state of California.

The OCIE SBDC Network has been hosted by California State University, Fullerton since 2003. Based out of the College of Business and Economics at California State University Fullerton, one of the largest accredited business schools in the United States, the SBDC is focused upon improving, supporting and growing the small business sector. The Orange County Inland Empire SBDC network includes ten service centers spread throughout the region that include California State University, Fullerton, Rancho Santiago Community College District, OCTANe accelerator, University of California, Irvine, California State University, San Bernardino, University of California, Riverside, County of Riverside and the Orange County Hispanic Chamber of Commerce. The service area for the network includes Orange, Riverside and San Bernardino counties – a geographic area of more than 28,000 square miles, all of which are paramount to the success of trade in Southern California. The Network is continually being called upon by the Small Business Administration, Governor’s Office of Business and Economic Development and other SBDC networks for the innovate programs, outreach, resources and service techniques being offered to small businesses.

****OCIE SBDC Network Metrics from 2018-2022***

Metric	Results
Clients Consulted	24,678
Total Counseling Hours	171,630
Business Starts	1,484
Capital Infusion - Debt and Equity	\$ 1,423,424,794
Jobs Supported - Created and Retained	122,533
Total Training Events	2,202
Total Training Attendees	99,604

The OCIE SBDC Network assists both start-up businesses and current small business owners with one-on-one consulting and training. The core areas of consulting at the OCIE SBDC are

business planning, funding and finance, marketing, and management for small businesses. The OCIE SBDC also offers assistance specifically for high tech, high growth scalable businesses. Over the past 5 years, the OCIE SBDC has consulted with almost 25,000 current and future small businesses in various areas of growth and start-up more than 50% of those clients were immigrants, people of color, women and veterans. Over the past twelve months, the OCIE SBDC has consulted and trained more than 60,000 small business, provided 50,000 hours of one-on-one business consulting, and helped its clients access more than \$350,000,000 in both debt and equity capital.

Over the past several years, the network has added key consultants that speak Korean, Mandarin, Arabic, Spanish, Farsi, French and Vietnamese and have specific areas of expertise in restaurant,

retail, hospitality, manufacturing and e-commerce. These target demographics have allowed the network to build partnerships with ethnic and immigrant chambers of commerce, the counties of Orange, Riverside and San Bernardino, cities such as Barstow and Coachella. The SBDC network will continue to build specialized programming and consulting targeted at assisting underserved communities with creating new pathways to financial freedom and give them the ability to build generational wealth.

In addition, the OCIE SBDC Network has worked with more than 20+ cities and counties to build specific grant programs for small businesses over the past five years and more specifically during the COVID-19 pandemic. These funds are either CDBG, CARES Act or general fund dollars and are targeted at small businesses within these communities. Cities the SBDC has worked with include Huntington Beach, Fountain Valley, Fullerton, La Palma, Newport Beach, Costa Mesa, Buena Park, Anaheim, Westminster, Seal Beach, Los Alamitos, Tustin and more. The SBDC created the guidelines, built the application, received the documents and assisted the clients with anything they needed to complete the application process and receive their funding. The OCIE SBDC partnered with multiple cities, Westminster, Garden Grove, Yucaipa and Fountain Valley on creating loan programs for small businesses, using city general fund dollars. In total, these grant and loan programs helped more than 5,000 small businesses receive disaster funding assistance of more than \$40,000,000 that were all administered through the OCIE SBDC.

2. Scope of Work: Describe what your center will use TAP funding for and how your proposed Scope of Work will fill gaps and deliver high quality small business technical assistance offerings to small businesses in California, including underserved small businesses. Please be specific in both your vision and the action plan you will use to achieve it. 35 points.

- a. Clearly explain your overall vision and scope including key milestones.
- b. Include specific strategies, goals, and metrics to achieve your proposed scope of work.
- c. Describe how your key programs will support underserved businesses in California including how your outreach strategy will support reach to underserved businesses in California.

d. Describe how this proposed Scope of Work will build on the base programming supported by your match agreement.

The OCIE SBDC Network through one-on-one consulting and training, serviced more than 15,000 minority small business owners during the past 12 months. More than half of the clients that engage with the SBDC are Hispanic, Black, Asian American, female or of veteran status. SBDC service centers have increasingly become active in minority communities and have built programming that reflects the needs of each distinct community. Additional consultants have been hired that speak multiple languages and when possible, also own and operate small businesses in the community they are serving. SBDC service centers or satellite offices are being opened in underserved communities that have a large population of minority small businesses. The CA SBDC Network has worked on creating more services and expertise that can address the major industries of struggling minority small businesses. The SBDC has added consultants that are experts in restaurant, retail and hospitality businesses and operations. Programming over the past several years was developed to assist small businesses that had the greatest potential of failing, without support. The Orange County Inland Empire SBDC network will continue to build training and consulting programs that focus on underserved and underrepresented areas. Over the past year, the network has added key consultants that speak Korean, Mandarin, Arabic, Spanish, Farsi, French and Vietnamese and have specific areas of expertise in restaurant, retail, hospitality, manufacturing and e-commerce.

The OCIE SBDC has created Californiashopsmall.com, a new private label e-commerce site that will be funded and managed by the network, to support online growth of small business. California Shop Small will have the ability to have up to five hundred small business owners and entrepreneurs on a special site, where customers can purchase products and services, all at no cost to the business owner. The intent of the program is to teach small business owners, specifically minority and underserved, how to sell online. Once they have become successful, they can move their online platform to Shopify or Amazon, to increase their sales. The California Shop Small e-commerce site will allow for cities, counties and the state to create a Shop Local program, all aimed at assisting businesses with generating sales. This new platform focuses on educating both new and existing businesses and giving them a platform to generate online sales, all while learning how to utilize different online platforms to generate sales.

Start-Up Programming:

For any client within the OCIE SBDC region that is interested in starting a business, they will all follow the SBDC Start four-step process. The OCIE SBDC Network will grow and expand its industry specific programming, in an effort to better service start-up businesses and reduce hours spent on clients in one-on-one consulting. Programs are taught in a cohort style, where 25-30 clients receive scholarships to attend the programs. Clients receive customized one-on-one consulting from the Network during and after the program to assist in the start and growth of each business. These programs are specifically designed for clients in disadvantaged areas (e.g., areas facing high unemployment and poverty, rural areas, and/or lack of capital access) and underserved groups (e.g., veterans, minority and women business owners and entrepreneurs, ex-offenders, the long-term unemployed and similar groups) throughout the region. The switch to this type of programming for pre-venture clients has led to a much bigger impact with assisting OCIE SBDC clients with starting their business. The goal over the next year is to help 500 entrepreneurs within the region to make their first sale and officially start their business. The program will focus on participants that are starting restaurant, retail, hospitality and personal service businesses and will be taught in the languages of highest usage in the region (English, Spanish, Vietnamese, Korean and Chinese). The target audience will be immigrants and people of color of any age that have already started or are interested in starting a business. For many, starting a new business will be their way to build generational wealth that is otherwise not available to them.

Entrepreneurial training development and implementation

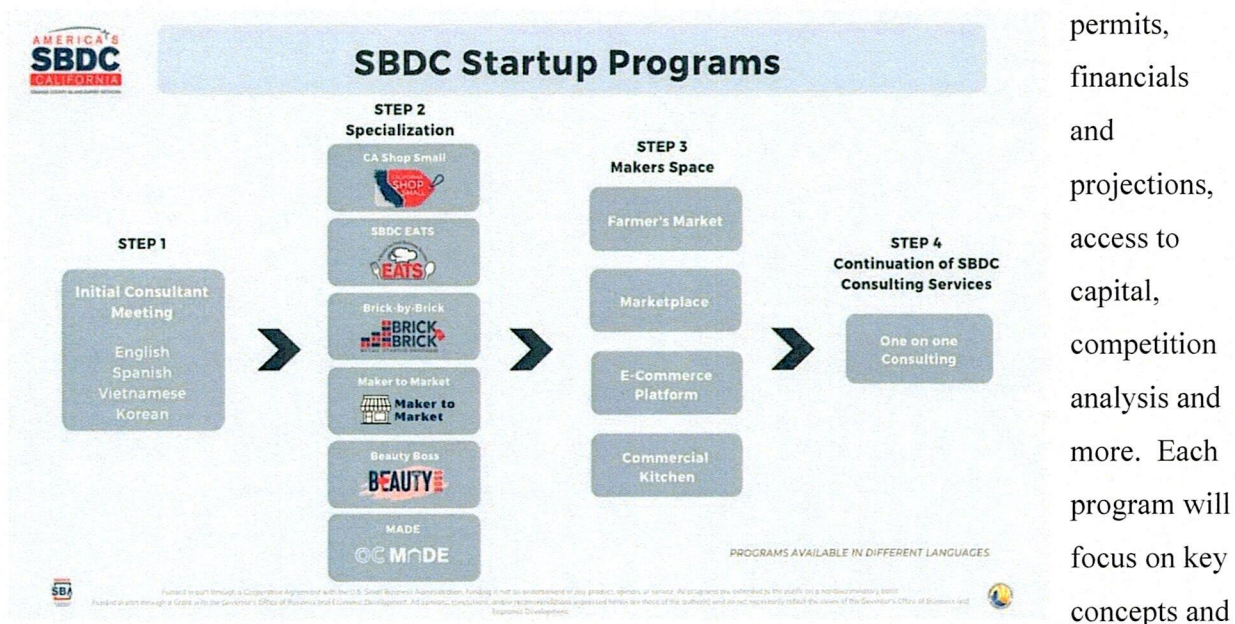
The OCIE SBDC Network Lead Center has created a four-step process that will both educate participants who are starting their business and also lead them directly into a sale. This process will take a participant from learning the basics to a specialized training program, based in their business industry and then into a selling channel. The OCIE SBDC Network has used this model for the past several years and it has led to many more successful start-up businesses moving them from idea stage to creating their first sale. As participants complete the different steps in the SBDC Start program, they will be tracked within the OCIE SBDC Network CRM system. Programming is created on a quarterly basis and is conducted by all centers within the network. Please see chart below for a full visual of the SBDC Start Program educational program.

Step 1: Initial Consultation

All participants will begin with a one-on-one consultation from one of the 150+ business consultants throughout the OCIE SBDC. Consultants will access each client and figure out the right path/program for each entrepreneur to pursue. Once the entrepreneur and the consultant find the appropriate training path, the client will be registered and will attend the training program. Participants will meet with their SBDC business consultant in the language they prefer as the SBDC has a team of consultants that collectively speak more than 20+ languages.

Step 2: Training

Each participant will be placed in an appropriate training program that will accelerate their idea and prepare them to launch their business. All programs will cover the basics of business ownership including business planning, marketing including social and digital, licenses and



permits, financials and projections, access to capital, competition analysis and more. Each program will focus on key concepts and

specialties based on the need of that specific industry. All programs will last between eight and twelve sessions, depending on the type of programming and needs from the industry to get started. Each session will meet either in-person or via zoom and will last between one and half and two hours, for a total of twelve to twenty-four hours of training curriculum. Each program will be offered at least once per quarter and all participants that attend every session of their specific training course will be eligible to complete a California Dream Fund Application. OCIE SBDC Specialized Training Programs include:

- **California Shop Small** – Starting an E-Commerce business on Californiashopsmall.com.

- **SBDC EATS** – A food incubator program that prepares entrepreneurs to start
- **Brick-by-Brick** – A startup program that assists aspiring retailers from concept to new store
- **SBDC Tech** – A start-up program for tech entrepreneurs
- **Beauty Boss** – A beauty industry start-up program
- **MADE** – A program assisting startup businesses with entering a marketplace or swap meet
- **SBDC Start** – A general start-up program that covers the basics

Step 3: Proof of Concept

All participants, regardless of whether they receive grant funds, will move to step three, where the participant will be given the chance to make a sale. For those participants that are looking to sell online, they will be given a free e-commerce virtual shop that they can put their products/services on. For participants that are selling food products, they will either receive a free booth at a Farmer's Market/Swap meet or be able to use a commercial kitchen (at no cost) and sell their products online or in the commercial kitchen market. Participants that are looking to start a brick-and-mortar business, they will be given a small space (no cost) at an e-bay store or can receive a free space at a Marketplace in Orange County or Inland Empire. Participants creating a product in a Maker's Space will be able to sell their products online or at a Marketplace. The Proof of Concept phase of the Right Start Program allows a participant to begin to make sales and better understand their customers and how to run their business. There is nothing more valuable than pushing a participant into a sales channel and allowing them to understand their potential market.

Step 4: Continuation of customized technical assistance

After each participant completes their Proof of Concept and begins selling they will be assigned a SBDC consultant that will continue to provide technical assistance for the life of their business. Now that each participant has had a chance to sell their products or services, the SBDC consulting teams will work on refining their sales, understanding new channels, creating financials and more. For existing businesses that need are looking to qualify for the SBDC Start Program opportunity, each participant will meet with a SBDC consultant for an initial session. At that time, the participant will either go to step one or if they are more advanced, they will move to the specialization education training.

Existing Business:

California SBDC's offer free, individualized and confidential one-on-one advising for existing businesses and start-ups with the potential for job creation, revenue and profit growth, and new business development ideas which stimulate economic development throughout the state of California and beyond. SBDC consultants have been trained to work one-on-one with small business owners to understand gaps in their business and build opportunities to help them grow. The goal of the SBDC is to make our clients better business owners. OCIE SBDC consultants collectively speak more than 20+ languages including: English, Spanish, Chinese (Mandarin), Vietnamese, French, Arabic, Turkish, Korean, Tagalog and more. One of the unique qualities of SBDC consultants are that they are all part-time employees within the network and they all own their own business or are business experts in the communities that they serve at the SBDC.

For existing businesses, the OCIE SBDC has a proven consulting model for success. All clients begin with an initial appointment where the Lead Consultant does an assessment of the client's business. The assessment contains four components to the OCIE SBDC process which are planning, cash, customer and people. The assessment phase of the SBDC engagement with the client will break down the financials, the client's customers and marketing strategy, the client's current workforce and the management strategy for the business. The outcome of this process is growth plan scope of work that includes bench-marking financial data to the industry, a set of Key Performance Indicators to analyze growth and a plan of action. From this point, the consultant will enter into an agreement with the client on how to move forward and expected timeframes and expected outcomes from the engagement. The Lead Consultant's plan will include how they will work with a client and how they will utilize other specialty programs and centers at various times throughout the engagement. Once the scope of work is completed, the client will go through another assessment and a new scope of work will be created.

Wrap Around Services:

The OCIE SBDC has been adding additional services and centers to the network, as the need for generating new sales channels and attracting new customers to small businesses has increased. These services are open to all network centers and their clients and all consultants within the OCIE SBDC have been trained to understand when a client is ready for some of these add on services. The network has added two new specialty programs that have been designed to find additional sales in new ways for businesses. The SBDC Contracting Center launched in 2022 to

focus on minority and underserved businesses and assisting them with finding procurement opportunities at the state, local and corporate levels. The Procurement Center currently has four consultants and assists with certifications, sourcing and writing contracts and access to capital and bonding. The International Trade Center will launch in the fall of 2022 and has a team of five consultants who have just been hired and are all experts in different facets of trade. The center will focus on local California manufacturers and assist them with either finding their first overseas buyer or finding additional countries and buyers. The core competencies of the International Trade Center are focused on building a trade plan, regulations, market research and access to capital. During the COVID-19 pandemic, the OCIE SBDC turned one of its older struggling centers into a network Digital Media Lab or DML for short. The DML is a network marketing agency that assists clients with building digital and social marketing for their business to drive new customers to their business. The SBDC Digital Media Lab focuses on a client audit of their current marketing and does an assessment against their competition and prepares a scope of work on a tactical digital or social platform. The DML's role within the network is to find ways for businesses to increase their sales and attract new customers utilizing new or enhanced marketing techniques and channels. The TAP grant has allowed the OCIE SBDC to continue to build new centers and programs that are specific and tactical to the needs of small businesses today. As business changes, the OCIE SBDC will continue to change and iterate to make sure that it remains current and relative to the needs of small businesses in our community.

Technology:

The OCIE SBDC has three unique tech centers within the network. UC Riverside houses a tech center that focuses on early-stage deep tech clients that are located in the Inland Empire. UC Riverside assist tech clients with building their technology, preparing for their pitch, creating their team and finding the client's capital. The UC Riverside SBDC also assists clients with SBIR preparation and hosts a network-wide SBIR conference every October. The UC Irvine SBDC focuses on clients within the county of Orange and prepares clients for Angel investment. The center works with clients that are at a minimally viable product (MVP) stage and assist with building the client's financials, putting the team together, completing the pitch and introducing the client to Angel groups. The Launchpad SBDC assists clients within Orange County with accessing venture capital with an emphasis on Series A funding. Launchpad SBDC works with

medical device and technology companies that are either already commercialized or getting ready to commercialize. The center works with clients in pitch prep and introductions to capital. The three tech centers combined, work across the entire ecosystem of the/scalable business ventures and can assist from idea-stage through commercialization and exit.

Finance:

The OCIE SBDC has created The SBDC Finance Center that employs finance consultants that assist clients through the loan packaging process and then does matchmaking with an appropriate lender for SBDC clients. The consultants in the SBDC Finance Center are all current or former underwriters in lending institutions. The process starts with the loan consultant working with a client to assemble a bank worthy loan package. Once a loan package has been created the loan specialist's job is to reach out to the several banks, CDFI's and non-profits that might be interested in a client's loan package. The business consultant actively shops the loan for the client with a core group of collaborating financial institutions that actively engage with the SBDC Finance Center. We have grown partnerships with these funding sources and rather than partnering with banks at a branch level, we work with the decision makers and loan underwriters to receive quick decisions as to whether the loan is bankable – saving our clients' time and energy. The SBDC Finance Centers have built several key relationships over the past three years of its operation. The role of the SBDC Finance Center is to understand all lending resources in the region and understand what their credit box is and what type of clients they are looking to fund. The Finance Center works with more than 100+ lenders and understands who will fund start-ups versus existing business and who does micro loans versus commercial property loans.

3. Detail the feasibility of your proposal and specific strategies your center will employ to achieve your proposed goals. Detail the strong likelihood of achieving proposed outcomes. Note any strategies for mitigating past performance issues, if applicable. For network and group-based submissions proposing a multi-center proposal, describe in detail how the network of Centers will leverage each other to implement the Program.

The OCIE SBDC network consists of ten service centers, four traditional SBDC centers, three tech centers, a finance center, a procurement center, an international trade center and a digital marketing lab. The network has made several changes to its service delivery over the past

several years to reflect the needs of the small business community and to expand its reach. Rather than having siloed centers that work independently of each other, the network uses each of the centers cohesively, so there is a higher level of expertise and focus within each center. Clients, through their consultants can access all of the network resources, rather than being limited to a single center's expertise. This has allowed the network to grow its portfolio, have better success and to be a better partner to other SBDC's and outside partners. As the OCIE SBDC's network has become more specialized, the Network has surpassed all of its Federal and State goals that have been allocated. With additional funding from both SBA and GO-Biz, the goal is to place training and consulting programs in additional areas throughout the region, with a special emphasis on underserved and underprivileged areas.

The Network has been able to take advantage of the partnerships that exist within each service center host and extrapolate that to the whole Network. Many of the programs that are created within the Network are rolled out throughout the region, so that it has the ability to reach more small business owners. The MADE program was originally created in Orange County and serviced only a portion of the Network. The Network utilized partners within the community and was able to bring the same program to Coachella Valley, San Bernardino and Riverside. The success of the program was due to the ability of the Network to work within each center and to use relationships that already existed with the center Directors or their hosts. Another example, equity investment in Orange County is strong but is lacking in the Inland Empire. Bringing the three tech centers in the Network together has allowed the UCR Center to benefit from the relationships that the UCI and Launchpad SBDC's have. The Network hosts virtual demo days, where SBDC clients looking for equity investment pitch to funders. Funders that would typically never be introduced to clients that are in the Inland Empire now are part of the virtual demo days and several IE clients have received investments in their companies.

With additional funds through the TAP grant, the OCIE SBDC network will be able to hire additional consultants and offer increased training and consulting throughout the region. Additional funds will allow the network to expand its hours of operation to include evening nights and services on Saturdays and possibly even Sundays. Funding will provide the assistance needed to develop new curriculum, marketing and programming that can be repeatable throughout the network. Specialized consultants and trainers who are hired at the network level

will have the ability to offer services throughout each of the nine service centers within the region. This will create a stronger brand across the region and allow for a higher level of service to the client base within the network. As evidenced above, the unique programming and partnership development that has been developed, has allowed the network to surpass all of its federal and state goals over the past several years.

The OCIE SBDC has found success in utilizing technology to reach a broader and more diverse audience. Older models of SBDC's required a client to drive to a center to receive services and to attend trainings. The Network has incorporated Zoom technology over the past two years to reduce the barrier of clients having to drive to the center. This technology allows the Network to assist clients from anywhere in the region and gives the ability to bring in specialized consulting to any client that may need it. Rather than using funding to create more centers, the Network can instead hire additional consultants and push services out into the community and keep the same high level of brand consistency. The Network will continue to find ways to reduce barriers to entry and find ways to assist small businesses in all points of the region.

Two areas that the network will develop its team and build best practices throughout the region include disaster preparedness and disaster assistance and Cybersecurity. SBDC's will serve as a small business information hub around state and federal disaster preparedness resources. In times of disaster, the OCIE SBDC Network will deploy a Disaster Assistance Team into communities with the greatest need for affected businesses to receive on site assistance resulting from any disaster. 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. Each OCIE SBDC center 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.

- 4. Provide a plan of action indicating how you will draw down all the federal or private funds available during the grant period using local cash match, if applicable. In addition, if your federal or private award term period is set to expire prior to the end of the TAP2022 Program year (September 30, 2023), please indicate when you expect to**

have proof of continuing award. As a reminder, all TAP participating organizations must have an active federal or private award. 5 points.

The OCIE SBDC network routinely draws down all its federal allocation each year. Over the past five years, the network has been able to fully draw down all of its federal funding. CSUF received the OCIE SBDC network grant from the SBA in 2003 and has never had to return federal funding. In fact, over the past several years, the network has received supplemental funding from the SBA. Supplemental funding comes from networks that cannot spend down all of their federal funds and is allocated to those networks that meet the metrics and have the ability to match additional SBA funds.

The Lead Center raises a substantial amount of local cash match to position itself to draw down all available federal funds. The Regional Director of the OCIE SBDC is in charge of fundraising for the network program. The network receives significant support each year from its host institutions, such as, California State University Fullerton, who contributes the entire salary and benefits of the Regional Director and additional funds to support the network. The network receives several grants from foundations such as CIT Bank, Union Bank, Wells Fargo, Citi Bank, LISC and others. The network also has a substantial cash reserve that would be able to cover any potential gaps in cash match. The OCIE SBDC network is also in the process of rebidding all of its SBDC centers, over the next three years. Part of the requirement for hosts to either keep their SBDC center or for new hosts is that they contribute at least \$.50 for every federal dollar allocated to their center. This will allow the OCIE SBDC to increase its footprint by at least 20%, with this new injection of funding from the center hosts. **The OCIE SBDC has a current NOA for the 2022 calendar year and should have its proof of continuing award for CY 2023 by the end of November 2022.**

Center Strategies and Organizational Capacity – 10 points

5. Describe the Center's in-take methods including details of any strategies to ensure small businesses are appropriately onboarded. 5 points.

To meet the growing needs of the small business community during the COVID-19 Pandemic, the OCIE SBDC's intake process switched from an online intake form to a new centralized intake process that we refer to as the OCIE SBDC Network Call Center. The purpose of the call center was to create a team of intake specialists that could be the front end of assisting a client with understanding their needs, explaining the SBDC process and getting them to the right

consultant as quickly as possible. The network wanted to create a “live” interaction with each client so that their needs could be heard and a solution could be found. Prior to the Call Center, the online intake form that we shared in our website generated a lot of traffic, but not many signups. With that in mind, our goal was to simplify the process and interact with the client from the moment that they showed interest. It is the mission of the SBDC Call Center to provide clients a simplified onboarding experience so that they can get connected and begin utilizing all the resources available that will help make their business a success.

The OCIE SBDC Call Center team consists of six team members that have all been trained on SBDC programs and services and can find the best possible solution for what a client is looking for. The Call center team can speak a myriad of languages including, English, Spanish, Korean, Vietnamese, Chinese and more. When a client caller needs a language not spoken by the call center team, they will reach out to a network consultant that speaks one of the twenty-four languages spoken within the SBDC network. Whatever a client’s goals are: starting a business, increasing their online presence, obtaining funding, or general information requests, the SBDC Call Center has the team members with the expertise to professionally service those needs. To speak to a Call Center team member, clients can call the OCIE SBDC Line: 800-616-7232 during our normal service hours, Monday – Friday from 8:00AM – 5:00PM, or they can sign up through our website for a scheduled call. When a client gets in contact with a call center team member, they will be asked a set of questions to learn more about the business and the needs of that business.

When a call center team member is learning about the client’s business and their needs, they are utilizing a specialized Tableau system that has been created to understand the perfect consultant within the network that can assist that client. All OCIE SBDC consultants are in the Tableau system by language, expertise, location, languages spoken, etc. Once the perfect consultant has been identified, the Call Center team member will schedule an appointment with the client and consultant through our Calendly system. This system allows for a client to be quickly scheduled at the next convenient time for both the client and the consultant. This entire process takes about 15 minutes and has proven to be a successful model for both the client and the SBDC network. The customer service side of this process has greatly improved the knowledge of the

client, prior to their first consultation and no-shows within the organization have dropped more than 75%.

Initial Consulting Session

During the initial consulting session, the consultant gains an in-depth understanding about the client, their background, what they are trying to achieve and their expectations of what they want to receive from the SBDC. The consultant educates the client about the SBDC program, how it is funded, the need to report outcomes and participate in surveys, and that consulting services are at no cost. At the end of the first session, the consultant creates a scope of work on how the SBDC and the client will work together. The scope of work outlines how the SBDC will work with the client, expectations from both parties and potential outcomes that will derive from the services. The SBDC consultant will bring in additional assistance from other consultants throughout the network, based on the needs of the client and the competencies needed to help the client reach their goals. For example, a client that comes in to build a revenue strategy that also needs capital to grow their business will work with multiple consultants during their scope of work. From this point, the client will continue to work with the Lead SBDC consultant and utilize any of the network's programs, centers or resources as their business continues to grow.

6. Describe the Center's management strategy for service delivery and how the work will be coordinated and monitored. Ensure you are detailing how management ensures service for underserved businesses, including any shifts you will implement as part of TAP funding. Include organizational chart. 5 points.

To maximize the ability for the OCIE SBDC network to reach every area within the region, the network has nine service centers and three specialty areas. Of the ten SBDC centers within the network, two are hosted by CSU's, one is hosted by a community college district, two are hosted at UC's, one is run by the County of Riverside, one is a minority chamber of commerce and the other is a non-profit incubator. The four core SBDC's service large volumes of clients and receive 70% of the total network funding. Specialty centers and technology centers are highly skilled but will service a much smaller portion of the network's clients and therefore are allocated roughly 30% of the network's budget. The mix of centers allow the network to be

flexible and at the same time service clients at all levels of sophistication. Funding is allocated to centers based on their focus and their ability to service clients and achieve results.

All centers within the network receive goals based on the funding that has been allocated to the center. The network leadership (Lead Center and Service Center Directors) meets weekly, monthly and quarterly to track and assess the progress of the network and to make changes to training, consulting and partnership development to best suit the needs of the small business community. During the network monthly meetings, the leadership team will discuss new programs, changes to existing consulting and training programs and attracting clients from underserved areas of the region. The Lead Center Director will meet quarterly with each center and its host to discuss goals, funding and the direction of the network and the fit of each center. One of the unique abilities that the network has is a database called Neoserra that allows each client to be tracked and measured through SBDC services. The system tracks every workshop they attend, every consulting session along with the notes of what happened in the meeting. Neoserra is used to track client metrics including the following: start of business, change in sales, capital infused into business including both debt and equity, jobs created and jobs retained. The network uses these metrics along with other data to create specialized needs assessments for different industries and areas within the region. Neoserra has added a new report that will allow for the network and each center to measure and analyze their ability to reach minority and underserved markets and to adjust as needed.

The OCIE SBDC has created feedback and data collection opportunities for clients and partners at various times throughout the year. Clients are surveyed after each training program, after their initial one-on-one consultation and every ten hours of consulting thereafter. Partners and stakeholders will be surveyed and also meet with the WBC Director at least once a year, if not more often to provide feedback on services and the program. All of the data collected from the surveys are aggregated in a comprehensive Tableau report and the one-on-one meetings with partners and stakeholders are documented and analyzed during the yearly strategic planning process. Feedback from these different groups are vital in continuously making improvements to the program.

Diversity, Equity, and Inclusion Action Plan – 20 points

7. Describe the Center’s Diversity, Equity, and Inclusion Action Plan including actionable strategy and specific steps to diversify the client pool, provide culturally competent outreach, intake, and technical assistance and include unserved, underserved, disinvested, and disadvantaged business groups. Include target populations and geographies, in-language services, disparities addressed and associated data points. 10 points.

No two OCIE SBDC’s are alike! OCIE SBDC centers are built around specific communities and bring in all partners so that the centers reflect the needs of each community. The OCIE regional network has ten service centers that are hosted by local colleges and Universities, minority chambers of commerce, non-profit organizations, economic development organizations and a county. SBDC’s play pivotal roles for these organizations as it has the ability to work on the ground one-on-one with the business owner and lead economic development for the respective community. Many of the target small business communities being highlighted in this grant will be accessible because of the host organizations of the OCIE SBDC’s. For example, the Orange County Hispanic Chamber of Commerce has direct reach to underserved minority businesses that need the technical assistance from the SBDC program. The Alliance SBDC in San Diego is hosted by the Asian Business Association and work in partnership with the Central San Diego Black Chamber of Commerce. The County of Riverside, through the office of economic and development runs the Coachella Valley SBDC that covers the monolingual Spanish speaking and the Native American communities throughout the Valley all the way to Blythe. The reach of the OCIE SBDC program is second to none and gives the SBDC the ability to work in minority and underserved markets and bring extensive value to the business owners and the community as a whole.

In order to reach minority and underserved businesses, the OCIE SBDC Network utilizes partners that are already part of these communities and leverages the partnerships that exist within each host organization. The OCIE SBDC utilizes its partnerships with the Federal government through the Small Business Administration (SBA), the Governor’s Office of Business and Economic Development (GO-Biz) and city and county partners to help market and promote WBC services to these communities. The OCIE SBDC also works with several of the statewide small business organizations such as Small Business Majority, California Association for Micro Enterprise Opportunity (CAMEO), Small Business California and others to get vital

information into small business owner's hands. The OCIE SBDC has built partnerships with minority chambers and organizations such as the California Hispanic Chamber of Commerce, California Black Chamber of Commerce, and the Cal Asian Chamber of Commerce. Other organizations that the OCIE SBDC will collaborate with on these technical assistance programs include California Association of Economic Developers (CALED), Department of General Services (DGS), along with local and state legislators.

The OCIE SBDC will focus on bringing all of the local (Orange, Riverside and San Bernardino) minority and ethnic chambers together and will create an advisory group of all of the CEO's of these various chambers of commerce. The groups will include the Hispanic Chamber, Filipino Chamber, Black Chamber, Vietnamese Chamber, Chinese Chamber, Korean American Chamber, Asian Business Association and several others, that can discuss key business issues and the OCIE SBDC can be "Their SBDC." Many of these chambers are one and two person operations or completely voluntary and the OCIE SBDC can provide training and consulting that can have direct impact to their membership and communities. The OCIE SBDC marketing team will create messaging and content that is in different languages and addresses specific needs of each of these target demographics. In Orange County, the SBDC hosted a Minority Business Summit in March and invited all of the region's legislators, business development organizations, cities and others that assist minority businesses in anyway. The event brought in 150 people and more importantly, it highlighted the biggest gaps that minority businesses face when it comes to access to resources, capital and consulting. The SBDC will roll out this same initiative in the other two counties during the year to begin creating some of the same synergies that were created from this event.

The OCIE SBDC Network has centralized marketing support services at the Lead Center, assembling its formerly divided outreach budgets and approaches into a collective, intentional marketing strategy. Since then, the lead center remains a hub for marketing support services for client, partner and stakeholder communications. The SBDC Lead Center team produces and delivers marketing collateral, design and development, event production, video development, print and digital advertising, social media content, podcasting, web development, limited public relations support and staff training. The marketing team also develops targeted client acquisition strategies on behalf of the network including: engaging speakers from renowned corporations

(e.g. Vend, Hubspot, Amazon, etc.) for webinar series, continuous SEO of eight websites, signature events in tandem with service centers (e.g. SBIR/STTR conference), securing regional client referral partners as well as special events such as client grand openings.

- *Traditional and Digital Marketing Materials* - The OCIE SBDC Network will develop marketing materials for the SBDC programs in the region's most common languages.
- *Website* - The OCIE SBDC will create a translatable website (ociesmallbusiness.org) that describes the SBDC and its programs and how to become a client of the network.
- *Press Release* - Press releases will be pushed out at various times throughout the year to bring attention to the SBDC and highlight community success stories.
- *Partner Kit* - OCIE SBDC Network will create a kit for partners such as chambers, cities and local business organizations to utilize for their small business community.
- *Informational Webinars* - The Network will lead a series of informational webinars in various languages to provide information on how the SBDC provide services

8. Detail partnerships with community-based organizations to expand capacity/territories served and the nature of the relationship(s). Detail satellite centers, profile add-on services, resources or locations, in-language capabilities, subcontracts and professional service agreements applicable to the plan, etc. 10 points.

The OCIE SBDC has a specific objective of increasing its technical assistance services within many of the underserved and disadvantaged communities within the region. The OCIE SBDC is looking to find ways to reach deeper into the Asian communities in Orange County, specifically within the Vietnamese and Korean communities. The Asian population in Orange County is 20% of the total population which equates to more than 600,000 residents. In San Bernardino, the OCIE SBDC would like to create a new service center and partners to cover the High Desert. Most of the High Desert is part of the state's low wealth demographic and entrepreneurship/small business ownership for many, will be the only way to create a pathway to self-sufficiency and wealth. Along those same lines, the OCIE SBDC is looking to build additional programming in Blythe and other parts of unincorporated Riverside County. The SBDC would like to build partnerships and find new ways to work with the LGBTQ community and provide service both in the Coachella Valley and throughout the network's region

With the TAP funding, the OCIE SBDC will reach out to target areas, where service is either sparse or non-existent. In Orange County, the SBDC will focus on the Vietnamese area in what is called "Little Saigon." This area, which encompasses the cities of Westminster, Garden Grove and Fountain Valley, houses more Vietnamese citizens than in any other part of the world outside of Vietnam. The SBDC will create marketing content that is culturally representative of the demographic, utilize the radio station that is specific to the region and hire consultants that are business owners and experts from Little Saigon. The SBDC will do very similar things in the North part of Orange County, which has a heavy influence of Korean and Korean – Americans. Both of these populations have large amounts of small business ownership which includes restaurant, retail, hospitality, logistics and beauty. The SBDC has specific programming for these industries and will hire consultants that both speak the language and have expertise to conduct both training and consulting. The OCIE SBDC will bring on an SBDC affiliate partner that can reach the Asian business communities with DEI funding through the TAP program

In the San Bernardino and Riverside portions of the region, the SBDC will focus services on the female Hispanic marketplace. Many of the most underserved and disadvantaged minority groups in this particular region are Spanish speaking women. The SBDC will bring in programming to assist Hispanic women in starting and growing their business. The OCIE SBDC has partnered with both counties and the National Latina Women's Business Association of Inland Empire to bring training and consulting to this specific demographic. As the opportunity grows, the OCIE SBDC will bring in additional services that include access to capital and procurement opportunities at the federal, state and local levels for these women that are growing their business. The city of San Bernardino is an underserved population and is also on the state's list of Low Wealth Areas and is an area that the SBDC will grow and enhance with additional DEI funding to support a potential new affiliate SBDC program.

The High Desert, which encompasses the cities of Adelanto, Barstow, Victorville and are also part of the state's low wealth cities is an area that the OCIE SBDC will create new partnerships and build an affiliate program to service the business community. There is an extensive amount of small business operations that need to be supported and one of the last places in the region that agriculture remains a large portion of the community. The SBDC would build a small farming program, where it can assist new farmers with starting and growing their

first business. For brick and mortar retailers and home-based businesses the SBDC would be able to assist with growth, capital and marketing. The OCIE SBDC would like to find a partner to build on the DEI initiative through the TAP program and bring on an affiliate partner. In the Coachella Valley, the OCIE SBDC would build a special satellite office that can become part of the Coachella Valley SBDC, which is run through the County of Riverside.

The OCIE SBDC would like to build and expand upon a small partnership that was formed with a LGBTQ business association during Pride month. The SBDC partnered with a LGBTQ business association to provide training and consulting on special certification opportunities for this specific demographic. The program had more than 120 participants and it highlighted the need to build additional programming and partnerships to support the LGBTQ community within the region. The OCIE SBDC would like to build an affiliate program with a designated LGBTQ Business Association that can service not just a small community but can build a program that can reach throughout the network.

Financial Management – 25 points

9. Include detailed budget breakdown. All costs must be justified and allowable – see excel template. 15 points.

OCIE SBDC TAP funds will strictly be used to support salaries and wages for direct client services in consulting and training. TAP funds support salaried and hourly consultants based on the hours they complete with one-on-one consulting and training. Additional funds will be used to support the intake team that meets with clients, as the initial intake for the entire network. Other charges are for salaries and wages of support time from the OCIE SBDC Lead Center marketing team. These expenses are for marketing development and implementation of TAP services throughout the network. There is a small amount of funding set aside to support a couple of research opportunities that align with the minority business conference that the SBDC hosts every year. During the 22/23 year, the OCIE SBDC will expand the minority business conference to encompass all three counties within the region. The OCIE SBDC Network does not allow TAP grant funding to be used for travel or supplies. This makes it very easy to make sure that all charges to the TAP grant are allowable expenses. Please see the Excel spreadsheet for a breakdown of costs for the OCIE SBDC Network

10. Provide budget detail on funds dedicated to Diversity, Equity, and Inclusion Action Plan, if applicable. Funds may only be allocated to subcontracts or satellite centers and travel to support collaborations with subcontracts or satellite centers. Note: A DEI budget is required for any proposal over \$400,000 and optional for proposals under \$400,000.

The OCIE SBDC Network will build new subcontract relationships with four new partner affiliate programs spread throughout the region. Each partner program will receive a \$50,000 contract to perform consulting or training or both to their respective members and audiences. Each of the four potential subcontracts (as mentioned in question #8) would be organizations that area already doing technical assistance work and the DEI funds would help to enhance and augment some of the costs associated with what the organization is doing. Funds will only be allowed to be used in three categories which are:

1. Direct cost for Consulting
2. Direct Cost for Training
3. Contract for events or trainings at a fixed amount (i.e. organization does an eight week training program and the cost for the program is set at \$10,000. The amount includes the curriculum, marketing, training, room and food costs, etc.)

In order for the OCIE SBDC to bring on a new potential partner, the University would require that a bidding process is developed. The OCIE SBDC Lead Center would create a RFP for specialized services built around the four areas that have been outlined in question #8. From the RFP, the OCIE SBDC would choose one bidder from each area to become an affiliate program of the SBDC. The timeframe to bring on a new affiliate program from RFP to “ready for business” would be 45-60 days.

11. Justify the grant funding amount you are applying for. Discuss how you will leverage funds for maximum impact. Note that the TAP program is competitive and there is great need across the state.

The Orange County Inland Empire SBDC Network is applying for \$2,750,000 of TAP funding. The funding from this grant will support the ten centers within the OCIE SBDC region but will also be used to bring on additional high-value technical assistance partners, so that the SBDC can reach greater portions of the region. The Orange County Inland Empire region of the state has a population of almost 8 million people and there is a tremendous amount of small business

activity that both is and needs to be supported with technical assistance. The TAP funding will allow the SBDC to grow and expand its reach both with additional centers and with additional satellite offices, consultants and a growing marketing presence.

The OCIE SBDC Network is one of the most efficient SBDC programs in the country. The network services as many clients and conducts as many consulting hours as SBDC networks that are funded at double the amount. Year after year, the OCIE SBDC network is one of the highest achieving networks in the country. The OCIE SBDC Network is always within the top 5% of the federal metrics that the SBA measures to highlight effectiveness and efficiency: business starts, capital infusion, jobs created and change in sales. While the network may have not hit all of the subcategories of some of the metric categories, it has continued to far exceed the major TAEP goals proposed by the network, each year. The network has a mix of diverse service centers and a mix of consultants that are business owners and business experts within the community. This unique make-up of how the SBDC centers are built will escalate and continue with additional funding from the TAP grant.

As mentioned earlier, the OCIE SBDC has created a suite of programs that have the ability to generate a large amount of business starts for not just the OCIE region but across the state. The OCIE SBDC has created its own e-commerce site that also has the potential to scale to all partners that are part of the TAP program and is a program that could be supported by the Governor across the state. The OCIE SBDC utilizes the funding from the TAP program to build effective training and consulting models that get clients to success. These models can also be adapted and shared to create successful practices across the state of California.

12. Describe how your Center will track allowable activities and expenditures. 5 points.

With each grant the OCIE SBDC Network Lead Center receives, it conducts a detailed training to all SBDC service centers and their fiscal hosts each year, to discuss the grant (TAEP now TAP) requirements and allowable spending categories. The OCIE SBDC Lead Center only allows its service centers to spend money within the TAP grant program on training and consulting activities. This allows for a simple process and to make sure that funds are accurately spent in the proper categories, per the TAP grant requirements.

Each of the subcontracted service centers within the OCIE SBDC Network have their own accounting systems, most SBDC hosts operate several federal and state grants and have several layers of accounting and programmatic oversight. The service centers track allowable expenditures by reviewing transactions against the program definitions of allowability. All centers track and report expenses and activities to the Lead Center on a quarterly basis, based on the grant parameters.

Once the service center submits their programmatic and financial report, it is reviewed by the Lead Center and CSU, Fullerton Sponsored Programs, who reviews the transactions for allowability, necessity, reasonableness, proper documentation, and budget. The Associate Director and the Sponsored Programs Administrator have both received training under NCURA, which is the National Council of University Research Administrators. NCURA provides education for understanding program, federal, state, University guidelines and compliance. The Lead Center audits for each center every other year. All financial reports are reviewed by the Lead Center financial team to make sure the expenses are allowable and the transactions are cross-checked within the Neoserra CRM system to make sure the expense can be tracked back to the client session or training.

CSU, Fullerton ASC is a higher education institution that follows and operates within the Federal Cost Principles as it holds over \$50M in federal, state, private, and nonprofit funding agreements and/or contracts on average every fiscal year. CSUF has held an agreement with the SBA for the Orange County Inland Empire SBDC Network program since 2003 and has regularly and continuously upheld all federal requirements both financially and programmatically with no audit findings for the last 5 years at minimum. CSUF ASC conducts a yearly A-133 audit on its operations and financial reporting and has never had any material findings from an audit. CSUF regularly subcontracts with outside organizations not only under the SBA cooperative agreement but through various other grants, agreements and contracts in the University. CSUF has a robust and strong process at the University level as well within the current SBA Cooperative Agreement for risk assessment and sub recipient monitoring both at the pre and post award levels.

Center Performance – 5 points

13. Existing Centers Only: Has your Center received special recognitions from underserved business groups or for your work serving underserved business group for past

performance (e.g., awards, letters of recognition, etc.)? Only include awards received in the past 5 years.

In 2022, The Orange County Inland Empire SBDC Network received the SBA District Director award for the COVID-19 Business Champion of the Year for the network’s support of small business during the pandemic. In 2021, the OCIE SBDC Lead Center was recognized by the Orange County Business Council for the small business grant program that the SBDC administered for the city of Huntington Beach. The SBDC was able to administer grants for small businesses within the city for more than \$4,500,000. The OCIE SBDC Lead center went through its five-year accreditation and passed with no conditions. It also received a Technology designation within the accreditation exam. The Lead Center received commendations within the accreditation including; marketing strategy, using data to drive decisions and incorporating the workforce in strategic decision-making.

The OCIE SBDC Network has had two of its start-up programs recognized as the County program of the year. The Emprendedoras program was recognized in 2018 as the SBA program of the year. The award was in recognition of the work the program had achieved in assisting first generation Hispanic business owners with starting and growing their businesses. The award was in partnership with the SBA and the Mexican Consulates of Orange County and San Bernardino. In 2019, OC MADE was highlighted as the program of the year for start-up businesses for assisting more than 75 businesses with generating their first sale. The OC MADE program was in partnership with the County of Orange and the Orange County Marketplace.

Bonus Points

14. For TAP Awarded Centers: Are you currently, at least, 35% Year to Date (YTD) as of FY2021-22 Q2 on spenddown? (Yes/No) 5 points.

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

No, the OCIE SBDC was not at 35% spenddown by the end of the 2nd quarter. The network had received large additional amounts of funding from the SBA, counties and cities within the region that it took longer to get started with spending through the Go-Biz TAEP funds for 2021-2022.

Exhibit C – Budget Detail

The spreadsheet establishes the annual Small Business Technical Assistance Program budget for the RECIPIENT during the 2022/23 California Small Business Technical Assistance Program.



Technical Assistance Program (TAP) 2022/2023 Budget Request

Fiscal Authority/Organization: CSU Fullerton Auxiliary Services Corporation

Network Name (if applicable): Orange County Inland Empire Small Business Development Center Network

Center Name	Budget Amount
Diversity Equity and Inclusion Plan	\$ -
CSUF - Lead Center, Traditional Center, Trade Center	\$ 1,680,000.00
Digital Media Lab @ RSCCD	\$ 290,000.00
Inland Empire SBDC @ CSUSB	\$ 550,000.00
The Finance Center @ OCHCC	\$ 125,000.00
Launchpad SBDC @ OCTANe	\$ 175,000.00
Coachella Valley SBDC @ CROED	\$ 130,000.00
Center Name 7	\$ -
Center Name 8	\$ -
Center Name 9	\$ -
Center Name 10	\$ -
Center Name 11	\$ -
Center Name 12	\$ -
Center Name 13	\$ -
Center Name 14	\$ -
Center Name 15	\$ -
Center Name 16	\$ -
Center Name 17	\$ -
Center Name 18	\$ -
Center Name 19	\$ -
Center Name 20	\$ -
Center Name 21	\$ -
Center Name 22	\$ -
Center Name 23	\$ -
Center Name 24	\$ -
Sum of Center Budget Request	\$ 2,950,000.00
Total Budget Request (DEI + Center Budget)	\$ 2,950,000.00

R&M does not exceed 20%

DEI Plan Cost does not exceed 15% or \$250,000



Technical Assistance Program (TAP) 2022/2023 Budget Request
 Categorical Breakdown

Center Name	Personnel	Fringe	Travel	Supplies	Contractual	Research & Marketing
1 Diversity Equity and Inclusion Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 CSUF - Lead Center, Traditional Center, Trade	\$ 1,407,905.00	\$ 239,591.71	\$ -	\$ -	\$ -	\$ 32,503.29
3 Digital Media Lab @ RSCCD	\$ 276,849.26	\$ 13,150.74	\$ -	\$ -	\$ -	\$ -
4 Inland Empire SBDC @ CSUSB	\$ 413,533.83	\$ 136,466.17	\$ -	\$ -	\$ -	\$ -
5 The Finance Center @ OCHCC	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
6 Launchpad SBDC @ OCTANe	\$ 175,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
7 Coachella Valley SBDC @ CROED	\$ 130,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
8 Center Name 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Center Name 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Center Name 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 Center Name 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Center Name 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Center Name 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14 Center Name 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15 Center Name 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16 Center Name 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17 Center Name 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18 Center Name 17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19 Center Name 18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20 Center Name 19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21 Center Name 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22 Center Name 21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23 Center Name 22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24 Center Name 23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25 Center Name 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Center Budget Per Category	\$ 2,528,288.09	\$ 389,208.62	\$ -	\$ -	\$ -	\$ 32,503.29

Exhibit D – 2022/23 Program Announcement



**California Office of the Small Business Advocate
Governor's Office of Business and Economic Development**

2022/23 Technical Assistance Program

A grant program for small businesses technical assistance programs

Program Announcement

Opportunity Number: SBTAP2022

Total Program Funding: \$23 Million

Released:

July 22, 2022

Revised: July 26, 2022

Proposals Due:

By 11:59:59 PM PST on August 16, 2022

Proposals submitted after the stipulated deadline will be rejected without being evaluated with no exceptions. Please make every effort to submit at least 48 hours in advance in case you experience technical difficulties.

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About the Program

Overview

The California Small Business Technical Assistance Program (SB TAP or Program) provides approximately \$23 million in annual grant funding to improve the state's business and technical resources and networks for entrepreneurs and micro and small business owners. Funding is provided to support consulting and training services to small businesses and prospective small businesses. The program prioritizes scopes of work intended to serve underserved businesses including women, minorities, rural and disaster-impacted small businesses across the State. This Program Announcement is to provide Centers with the application, instructions and details about the annual funding, eligibility, evaluation criteria and performance requirements. This document serves as the Program Announcement for SB TAP funding available during the 2022/23 fiscal year. The Technical Assistance Expansion Program (TAEP) was created in 2018 through Government Code Section 12100-12100.69 to expand the services of federally-awarded small business technical assistance programs in California that provide one-on-one confidential free or low-cost consulting and training to small businesses and entrepreneurs in this state. The Program was expanded to include small business technical assistance centers funded through private and philanthropic sources that meet the criteria defined in subdivision (e) and (f) of Section 12100.63. In 2022, Government Code Section 12100.60 established the California Small Business Development Technical Assistance Act of 2022, which re-named the program as the Technical Assistance Program (TAP) program and established it as a long-term program to provide technical assistance resources including training and consulting services to small businesses and entrepreneurs. The Office of the Small Business Advocate (CalOSBA) at the Governor's Office of Business and Economic Development (GO-Biz) is charged with administering and providing oversight for the Program.

Purpose

California is home to a range of small business technical assistance centers ("Centers") that provide free or low-cost one-on-one, confidential consulting and training to help small businesses and entrepreneurs start, grow and expand, and create jobs in California. These centers are funded in part by federal and private funding sources and are a crucial aspect of the support system for small business growth and entrepreneurship across the State. The SB TAP provides state grant funding to support direct services to small businesses and entrepreneurs including through expansion of services to underserved businesses and regions. The program is intended for established centers with a track record of high-quality technical assistance work. In addition, the program is intended for centers with the capacity to build on existing work, expand to serve California's underserved business groups, and ensure equitable access and opportunity for all California small businesses.

Priorities

CalOSBA will prioritize funding for applications that best meet the factors listed in Government Code Section 12100.60-12100.65 and give preference to applications that build on existing work with a strong track record of success and/or propose new or enhanced services to reach underserved

small business owners, including women, people of color and veteran-owned businesses and businesses in low-wealth, rural and disaster-impacted communities included in a state or federal emergency declaration or proclamation.

Eligible consulting and training services covered by the Program's grant funding include: business plans and strategy; capital readiness and fundraising; expansion and revenue growth strategies such as export training, government and private procurement, e-commerce marketplace development and other business development strategies; marketing; management; operations; financial management; cybersecurity; production/manufacturing assistance and increased productivity strategies; innovation and tech transfer; business resilience such as emergency preparedness, disaster economic recovery, succession planning; among other areas.

CalOSBA seeks proposals that demonstrate collaboration and best practice sharing in the community and across ecosystem partners to build a stronger network of programs, services, and activities that benefit all California small business with a preference for underserved business groups.

These may include:

- Research and marketing focused on mapping the continuum of services, identifying any gaps that exist for underserved small businesses, partnering, and ensuring effective outreach to underserved small businesses.
- Identifying and scaling best practices including cross-network and ecosystem wide best practice sharing to ensure a standard level of small business service offerings across the state, especially with underserved small businesses.
- Building new partnerships and collaborations to better support underserved small businesses with experts in this area including minority, women and veterans' business organizations, mission-based lenders serving underserved, and others that have effective outreach to underserved small businesses.

Definitions

Definitions that pertain to this Program Announcement are provided below.

- "Federal funding partners" means the federal agencies that fund small business technical assistance centers such as the U.S. Small Business Administration, U.S. Department of Commerce or U.S. Department of Defense and other federal agencies with the authority to administer small business technical assistance programs in the state of California.
- "Small business development center" means an entity or physical location, recognized by the federal Small Business Administration, from which a small business owner or an aspiring entrepreneur may receive free one-on-one consulting and low at-cost training on a variety of topics, including starting, operating, and expanding a small business.
- "Small business technical assistance center" includes a federal small business technical assistance center or any established 501c(3) nonprofit community-based organization the mission of which includes economic empowerment of underserved microbusinesses or small businesses and entrepreneurs and that operates entrepreneurial or small business development programs which provide free or low-cost services to California's underserved businesses and entrepreneurs to enable their launch and sustained growth.

- “Private funding source” means any entity that makes grants, and includes corporate or private philanthropy or similarly established nongovernmental entities.
- “Fiscal agent” means the entity with which a federal funding partner administering the specified federal small business technical assistance program for all aspects of the program requirements, which may include staffing, program, outreach and securing the required match to draw down federal funds and reporting performance outcomes to operate the program in this fiscal agent’s area of responsibility.
- “Lead Center” means a Small Business Development Center (SBDC) Lead Center.
- “Authorized Representative” means the principal contact in the proposal and grant agreement.
- “Local cash match” means nonfederal cash that is spent on eligible small business technical assistance program costs.
- “Grant Period” means October 1, 2022 through September 30, 2023
- “Small business” means a business or nonprofit with 500 employees or less for most manufacturing and mining industries and \$7.5 million or less in average annual receipts for nonmanufacturing industries, includes for profit and non-profit entities.
- “Client” means the client is the business, if it exists. In the case of a prospective business, the client is the individual (i.e., nascent entrepreneur or pre-venture) receiving SBDC services. Each client will be counted only once.
- “Unique Client Served” means the number of clients counseled and/or trained. Each client can be counted once per year as part of program reporting.
- “New Client Served” means the number of new clients counseled and/or trained that has never received services from the Center.
- “Underserved business groups” means women, minorities (people of color), veteran-owned businesses, and businesses in low wealth, rural and disaster-impacted communities included in a state or federal emergency declaration or proclamation.
- “Minority-Owned Small Business” means a small business in which the majority (at least 51%) of the company is owned and run on a daily basis by a person of color (or people of color) of the following racial or ethnic groups: African American/Black, Asian, Native American or Alaska Native, or Native Hawaiian or Pacific Islander; or, LatinX/Hispanic.
- “Low-wealth areas” means a city and/or county within California with a poverty rate of at least 150% of the California statewide poverty rate per the most recently updated data available from the U.S. Census Bureau’s American Community Survey 5-Year Estimates thirty days prior to the first day of the applicable application period.
- “Rural areas” means all territory, population, and housing units that are not defined as urban. To qualify as an urban area, the territory must encompass at least 2,000 housing units or at

least 5,000 persons. The term “rural” encompasses all population, housing, and territory not included within an urban area.

- “Disaster Impacted” means all territories included in a state or federal emergency declaration or proclamation.
- “Veteran” means the individual served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard for any length of time and didn’t receive dishonorable discharge, or served as a Reservist or member of the National Guard and were called to federal activity duty or disabled from a disease or injury that started or got worst in the line of duty or while in training status.
- “Veteran-Owned Small Business” means a small business that is 51% or more owned and controlled by an individual or individuals in one or more of the following groups: Veterans (other than dishonorably discharged); Service-Disable Veterans; Active Duty Military service member participating in the military’s Transition Assistance Program (TAP); Reservists and National Guard members; or Current spouse of any Veteran, Active Duty service member, or any Reservist or National Guard member; or widowed spouse of a service member who died while in service or of a service-connected disability
- “New Businesses Created” means substantive counseling attributed to assisting an individual(s) explore the establishment of new business, who achieved one or more of the following verified results: The client makes their initial sale while receiving assistance, the client has made a sale, but comes to the SBDC without the necessary licenses and permits and obtains them with help from the SBDC, or the client obtains funding for the business.
- “Diversity, Equity, and Inclusion Action Plan” means a distinct and actionable strategy to provide technical assistance services to underrepresented individuals and business groups.

Funding and Duration

The 2022/23 grant period will commence on October 1, 2022 and end on September 30, 2023.

A total of approximately \$23 million is available during the grant period, which will be awarded by CalOSBA using a merit-based review process. Centers are expected to spend their 2022/23 award in full during the grant period. On a case-by-case basis upon written approval from CalOSBA, Centers may receive an extension of up to three quarters to spend down 2022/23 grant awards. Centers should ensure that grant funding requests and proposed scopes of work align with the grant period timeline.

Centers must apply with a match agreement to conduct technical assistance to small businesses. The match agreement may be from a federal or private funding partner. The requested funding amount may not exceed the total federal or private award to provide technical assistance to small businesses specified in a Center’s agreement with a federal or private funding partner. The requested funding amount may not be less than twenty-five thousand dollars (\$25,000) per year. The Center’s match agreement must extend through the end of the performance period (September 30, 2023) or the center must have a clear path to renew the agreement or provide a

funding source for the same work that extends through the performance period. Centers applying as a group under an Authorized Representative may combine federal award dollar amounts. Additionally, if the group is proposing a network-wide program offering, the requested funding amount may not exceed the combined total federal or private award.

Funding Categories

Allowable activities and expenditures under the Program are listed below.

1. Employee or consultant's time and effort to conduct direct technical assistance to small businesses (one-on-one consulting with small business or startup).
2. Employee or consultant's time and effort to conduct direct technical training to small businesses include (workshops and classes for business owners or startups).
3. Supplies include products or technology to conduct direct consulting/trainings or webinars. Supplies may not be for administrative or overhead expenses.
4. Research includes employee or consultant's time and effort to assess small business service needs in a Center's geographical service area or to research and develop a pilot project or other planned service expansion. Research may not include the cost of research tools, software, or reports for the Center or for individual client consulting. We encourage the use of partnerships and existing best practices for any large research expenditures. Research expenditures must be justified in the grant application. Any additional research over \$5000 planned post or beyond the original proposal must be submitted with justification to CalOSBA for pre-approval.
5. Marketing includes employee or consultants' time and effort to conduct targeted Center marketing initiatives to underserved small businesses such as, print media (i.e., flyers, brochures, and pull-up banners), digital media (i.e., social media ads), and purchases/subscriptions to database, marketing services and other technology tools to support outreach, client development and expansion activities (i.e., MailChimp, Constant Contact, Hootsuite, etc.). We encourage the use of partnerships and research-driven approaches for any large marketing expenditures. Marketing expenditures must be justified in the grant application. Any additional marketing (non-labor marketing costs over \$5,000) planned post or beyond the original proposal must be submitted with justification to CalOSBA for pre-approval.
6. Travel expenses related to subcontractor or satellite center capacity-building and associated partnership development will be allowed as part of the center's Diversity Equity and Inclusion plan. Limited and clearly justified travel expenses related to serving clients in very rural areas may be allowed with clear justification as part of the center's general scope of work. Funds may only be used for the above allowable transportation expenses. Funds are not available for the payment of per diem, lodging, meals, or subsistence expenses.

An unlimited portion of the grant award may be used for direct business consulting and training.

Centers may spend the full award on business consulting and training. However, research and marketing are limited to a maximum of 20% of the total annual grant award. Further, any and all spending on allowed travel, research and/or marketing must be justified and approved in the grant application.

Per the statute, State funds provided pursuant to the **Program shall not supplant local cash match dollars** included in a federal small business technical assistance center's plan described in

subparagraph (A) of paragraph (2) of subdivision (f) or in any nonfederal small business technical assistance center's plan.

Unallowable activities and expenditures under the Program include, but are not limited to:

- Salary or contract bonuses
- Travel expenses for per diem, lodging, meals or subsistence expenses
- Travel expenses for transportation (i.e., mileage, car rental, rail or air) unless noted above for geographic expansion
- Food and beverage
- Supplies not related to consulting, training, allowable research, or allowable marketing
- Indirect or overhead costs (The grant agreements in this Program are not subject to the model agreement provisions developed pursuant to Chapter 14.27 (commencing with Section 67325) of Part 40 of Division 5 of Title 3 of the Education Code)
- Other items that are banned by the State of California, or CalOSBA deems inappropriate or inconsistent with statutory or programmatic requirements of TAP

All costs incurred under the Program must meet the tests of reasonableness, allowability and allocability in accordance with the Program's allowable costs and grant agreement terms. All costs charged under the Program are subject to audit. Recipients are responsible for ensuring proper management and financial accountability of state funds to preclude future cost disallowances.

Funding Method

CalOSBA will process grant payments quarterly on a cost-reimbursement basis. CalOSBA will issue payments within forty-five (45) calendar days of receiving a complete, valid and undisputed invoice with all required documentation and reporting requirements.

CalOSBA will determine final funding amounts based on evaluation of scores and budget reasonableness as defined in Funding Categories.

Eligibility

At the time of applying for funds, Centers must meet the requirements below.

1. Be designated federal small business technical assistance center or a registered 501(c)(3) or 501(c)(6) with a mission to promote the economic empowerment of underserved microbusinesses, small businesses, entrepreneurs, and small nonprofits.
2. Have an established entrepreneurial or small business development technical assistance program that provides free or low-cost services to California's underserved businesses and entrepreneurs to enable their launch and sustained growth.
3. Applicants must submit an active grant or contract with a funding partner to administer a small business technical assistance program in California OR a Letter of Intent/Announcement from a funding partner stating the Applicant will administer a small business technical assistance program in California. The agreement should extend through the end of the performance period, or the applicant should have a clear plan to spend all funds by the end of their active grant. Extensions or renewals of active grants may be included in the plan to fully exhaust funds.

4. Applicants must have a fiscal agent that is able to receive nonfederal funds and be a federally funded small business development center or a registered 501(c)(3) or 501(c)(6) with a TAP program-aligned mission.
5. SB TAP funds shall not supplant a Center's local cash match. However, funding from other state programs may be used as local cash match.
6. Applicants must have a plan of action and commitment to fully draw down all the federal or private funds in their primary agreement with a federal or private funding partner during the grant period using local cash match.
7. Applicants must generate and provide documentation of the local cash match required by the funding partner. Alternatively, if the applicant is not a federally contracted small business technical assistance center, the applicant must provide a plan of action for drawing down any match required by those private funding sources using local cash match outside of state funds not described in Section 12100.63 during the award period.

Applicants may only combine funding from multiple awards if the awards are of the same type (federal awards OR private awards), and if the awards are for the same eligible program (i.e., two federal awards for the same Women's Business Center, or two private awards explicitly for the same small business technical assistance program). Federal and private awards **may not** be combined. Centers may not combine more than two funding sources.

Authorized Representatives

Applicants may include Centers that operate as a group (e.g., regional or statewide networks) or individually. Group-Based Programs and Individual Centers must designate an Authorized Representative. Authorized Representatives will carry out a variety of responsibilities during the application process and grant period.

Network-Based Programs

Network-based programs consist of programs operated by the five Small Business Development Center Networks. The Authorized Representative will be the coordinating administrative entity defined by the Small Business Administration (SBA).

Group-Based Programs

Group-based programs consist of Centers organized under a coordinating administrative or fiscal entity, such as a SBDC Lead Center or a voluntary grouping of individual Centers operating unique programs. Centers within group agreements must each implement unique programs that are distinct from other centers within the group. Applications that are identical, highly similar to each other or plagiarized will not be accepted.

For Centers that operate as a group, the Authorized Representative will be the coordinating administrative entity defined by their federal program or the fiscal agent selected by the group. Authorized Representatives that act only as a Fiscal Agent will not be responsible for designating final funding award amounts per Center.

Individual Centers

For Centers that operate individually, the Authorized Representative will be the Center itself or a designated entity that will represent a group of individual Centers to carry out Program responsibilities on their behalf. Centers that operate individually will have their final funding award amounts determined by CalOSBA upon final review.

Applicant and Agreement Responsibilities

The Authorized Representative will submit the Program application to CalOSBA, receive the Notice of Award and enter into the 2022/23 agreement with CalOSBA. For group-based applications and agreements, the Authorized Representative will enter into separate sub-agreements with the Centers in their group agreement.

Grant Period Responsibilities

During the grant period, the Authorized Representative will submit performance and financial reports to CalOSBA after reviewing each Center for accuracy and completeness. The Authorized Representative will also receive and distribute CalOSBA's quarterly reimbursements to Centers in group agreements.

In addition, the Authorized Representative will serve as the principal contact for CalOSBA and the Centers in a group agreement. Any programmatic or agreement-related issues will flow through the Authorized Representative to the Centers in their agreement. When programmatic issues and questions arise, Centers are expected to contact their Authorized Representative, who will engage CalOSBA if necessary. Likewise, CalOSBA will communicate to Authorized Representatives on program-related information. If an Authorized Representative designates staff for a portion of these responsibilities, they must provide CalOSBA with a written statement confirming they are acting on behalf of the Authorized Representative.

Notice of Intent to Award

Final award amounts for all grantees will be determined by the competitive score received.

Once scores for all recipients have been determined, CalOSBA will email the Authorized Representative a Notice of Intent to Award ("Notice"). The Notice will acknowledge the Center or Network, along with instructions about next steps. CalOSBA may conduct follow up calls, if deemed necessary, to discuss the proposal and requested amounts. If a Center's award amount is different than the amount requested, the Center will be required to revise its scope of work and proposed milestones based on the final award amount. Centers must submit the requested information within five business days of receiving the Notice. For Group-Based Programs, the Authorized Representative will be provided with guidance from CalOSBA to determine final award amounts for subgrantees.

Agreement

Once milestones are finalized, the Program's funding will be awarded in an agreement between CalOSBA and the Authorized Representative. The agreement will contain standard terms and conditions and specify the award amount, the reporting and invoicing requirements, scope of work and milestones that will be used to evaluate recipient progress during the year of the agreement.

In the case of group submissions, the Authorized Representative will enter into separate sub-agreements with each of the Centers in their group.

Termination

CalOSBA will assess each center based on achievements against Program goals and each center's respective scope of work. CalOSBA reserves the right to terminate the agreement in the case of a material breach. A material breach for the purposes of the Program may include, but shall not be limited to:

- Failure to comply with established Program deadlines including failure to file timely reports.
- Noncompliance with metric reporting requirements.
- Noncompliance with narrative reporting requirements.
- Noncompliance financial reporting or record-keeping requirements.
- Noncompliance in carrying out the scope of work established in the agreement.
- Failure to communicate with CalOSBA in a timely manner.
- Failure to spend funds in a timely manner, in accordance with the grant agreement.
- Termination of the Center's match agreement or other factors that lead to an inability to receive Federal or Private funds.
- Closure of the small business technical assistance center or closure of the program utilized as match for the Program. Inability to receive Federal or Private Match Funds for any reason. Closure or cease of operations the small business technical assistance center for any reason including, but not limited to the termination of its cooperative agreement with a Federal or Private Funding.

In the event of termination, the state is obligated to compensate the recipient only for all allowable and unavoidable expenses reasonably incurred by the recipient in the performance of its work under the agreement as of the effective date of the terminating event or otherwise agreed period to allow project closeout activities, as determined appropriate by CalOSBA. In addition, if a recipient has received notification from its federal or private funding partner that its cooperative agreement is scheduled for termination or that its operations are placed under a probationary status, the recipient must notify the Office of Small Business Advocate via email at SBTAEP@gobiz.ca.gov within 48 hours. Failure to notify the Office of Small Business Advocate may impact future eligibility.

Reporting

Authorized Representatives are responsible for collecting accurate and complete performance reports and financial reports from sub-recipients. The Authorized Representative is responsible for submitting all final reports in the online portal to CalOSBA once reviewed and approved. Reports will be submitted electronically through the Small Business Grantee Portal to CalOSBA grant administrators.

Authorized Representatives will receive separate email instructions for the Grantee Portal, including log-in/password information. A mandatory webinar training will be held no later than January 20, 2023.

The reports or portions thereof provided by grantees may be made public.

Recipients will be required to submit quarterly performance and financial reports to the CalOSBA Grantee Portal within forty-five (45) calendar days of the completion of each quarter of the grant period.

CalOSBA may withhold payment if reports are not received or are deemed incomplete or inadequate.

Failure to report in a timely manner may impact future eligibility for grant funding from CalOSBA.

CalOSBA reserves the right to audit information submitted in a performance report by requesting additional documentation, performing on-site visits, contacting clients served, or verifying other information as necessary to verify the information contained in the performance report.

The center, not GO-Biz or CalOSBA, will retain possession and control of any and all reporting materials and backup documentation and will make them available to CalOSBA for inspection and audit upon request so that CalOSBA can verify that both the center and any subrecipients have complied with the grant program's terms and conditions, and have executed the contracts and effectuated the program consistent with the statutory goals of the program.

Performance Reports

Grantees will submit performance reports quarterly during the performance period.

The performance reports will include but not be limited to the following information:

- Quarterly outcomes from the assistance provided including:
 - Number of Training Events
 - Number of Unique Clients Trained
 - Number of New Clients Trained
 - Number of Unique Clients Counseled*
 - Number of New Clients Counseled*
 - Number of New Businesses Started*
 - Number of Jobs Created (full and part-time)*
 - Number of Jobs Retained (full and part-time)*
 - Dollar Amount of Increase in Sales*
 - Number of Contracts*
 - Dollar Amount of Contracts*
 - Number of Loans*
 - Dollar Amount of Loans (SBA loans and non-SBA loans)*
 - Dollar Amount of Equity Capital (to include private investment)*
 - Additional Funds Raised (non-dilutive funding, grants, etc.)*

*Metric reported based on voluntarily provided data from small businesses:

- Women-Owned Businesses
- Minority-Owned Businesses including:
 - Black/African-American
 - Asian
 - Native American or Alaska Native
 - Native Hawaiian or Pacific Islander
 - Hispanic/LatinX
- Veteran-Owned Businesses

- Businesses in Rural Communities
- Businesses in Low-Wealth Communities
- Businesses in Disaster-Impacted Communities

- Actual funding expended
- Number of partnerships / collaborations

Financial Report

Financial Report documentation should reflect expenditures from the invoice and include the following information, as appropriate:

- General ledger and payroll records (required)
- Business consultant names (including affiliated organizations if it's a partnership with another local technical assistance provider, chamber, accelerator, incubator, institution, government entity, etc.)
- Description of non-labor expenditures
- Cost for client consulting, including hourly rates, benefit rates and number of hours worked
- Costs for client trainings
- Cost for travel
- Cost for research
- Cost for marketing

Upon submission of the invoice in the online portal, Authorized Representative will provide a digital certification affirming that the information is accurate.

Performance and/or Underperformance Reporting

Underperformance statements will be required based on the thresholds below:

- Q1 (Oct-Dec): Year-to-date (YTD) results less than 10% of the annual award or goals
- Q2 (Jan-Mar): YTD results less than 35% of the annual award or goals
- Q3 (Apr-Jun): YTD results less than 60% of the annual award or goals
- Q4 (Jul-Sept): YTD results less than 100% of the annual award or goals

The performance narrative must describe the work performed, outcomes achieved, progress made against full grant proposal plan, and justify the cost categories invoiced. For instance, if 200 hours were charged to training, we would expect the work associated with those costs to be broadly described (e.g., did staff develop curriculum, plan and host training events for underserved businesses, deliver consulting services, acquire supplies or webinar subscriptions?). If travel costs were expensed, please describe how the travel was critical to the Center's proposed geographic expansion for startups. If research costs were expensed, please indicate the type of research conducted. In addition, please describe how the Center was able to target outreach and marketing to underserved businesses to meet metric goals.

The underperformance narrative must include challenges and an action plan for improvement. We are looking for the Center to briefly describe the work plan to spend the funds and meet goals (e.g.,

Center's marketing efforts will generate new client consultations, X number of trainings will be conducted in Q2, etc.) Also critical is a confirmation that the Center is still on track to meet annual goals and spend the funds by the end of the performance period.

Statements deemed inadequate result in an incomplete report.

Final Year-End Report

The final year-end report will be a detailed narrative description of how the funds awarded were used to expand services to underserved businesses, including women, people of color and veteran-owned businesses, and to help businesses and entrepreneurs to start, expand, raise funds, and create jobs in all areas of California, including low-wealth, rural and disaster-impacted communities included in a state or federal emergency declaration or proclamation.

Grantees should address the following:

- Actual metric outcomes compared to proposed
- Client demographics:
 - The number of businesses assisted that were pre-launch, part-time only, and/or operating full-time
 - The employee size of businesses assisted; based on the number at the time assisted, as reported by the assisted business
 - The revenue size of businesses assisted; based on the amount at the time assisted, as reported by the assisted business. Reporting shall be in categories of business size, as determined by CalOSBA
 - The city and county in which the businesses assisted were located.
 - Industry sectors of the businesses assisted, as reported by the assisted businesses.
 - The number of business owners assisted based on gender
 - The number of business owners assisted based on race
 - The number of business owners assisted that are Veteran/Non-Veteran
 - The number of business owners assisted in low-wealth areas
 - The number of businesses/owners assisted in rural areas
 - The number of businesses assisted in disaster areas (state or federally declared disasters)
- Collaboration and best practice sharing to build a seamless network of programs, services and activities that benefit small business and especially underserved business groups
 - Describe or share any mapping of the continuum of services and any gaps that exist for small businesses (i.e. work product such as research studies, strategic regional plans, or databases, diagrams, technology tools, etc.).
 - Describe efforts to develop best-practices to fill identified capital, revenue or opportunity gaps.
 - Describe efforts to build or strengthen partnerships, collaborations and/or share best practices, especially to underserved business groups.
 - Share metrics on partnerships established as a result of expansion, especially with organizations with strong memberships bases across underserved business groups.
- Regional and economic shifts (i.e. regional strategies or priorities informing focus, natural disasters, emerging industries, etc.)

- A minimum of five success stories - with no less than one per program created or expanded, or new region entered

Documentation and Record Keeping

Grantees must maintain complete and accurate records and supporting documentation of sufficient detail, for up to five fiscal years, to receive quarterly reimbursements, and to facilitate a thorough financial and/or programmatic and/or legal compliance audit or examination of performance in the Program. In addition, funds must be identifiable to the program year for which they were provided. Funds that were approved as a “carryover” from a previous program year also must be maintained and reported separately. Upon request, grantees must make these records available to CalOSBA.

- A spreadsheet that reconciles the financial invoices and the disbursement journals at the Host organization and subrecipient organizations (i.e. subcontracted Service Center(s))
- Support for all charges to the Grant Agreement, but not limited to the disbursement ledger, vendor invoices, canceled checks, and journal entries
- The expense reimbursement invoices submitted from the subcontracted Service Centers and any relating supporting documentation (i.e. disbursement ledgers, comparison of actual to budget expenditures)
- Salary and wage records for employees charged to the Grant Agreement (Both Recipients and subrecipients must maintain the appropriate standard to document for full-time and part-time personnel allocated to the Program. This may include, but is not limited to, time and effort certification, appointment letters or contracts, performance reviews, payroll journals and/or activity reports
- Backup timesheet with time and attendance of employees or consultant who are charged to this Program, with sufficient detail to substantiate the claimed work hours performed in support of the Program
- Copies of receipts, invoices, contracts and other supporting documentation for all expenses paid with Program funds
- Client or database records to substantiate metrics submitted in a Performance Report
- Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements of this Program and the requirements established by your federal funding partner.

Program Monitoring and Reviews

CalOSBA will monitor grantees performance. This monitoring will include regular review of Performance and Financial Report Data. CalOSBA may also make inquiries and conduct program reviews to verify performance, including but not limited to a review of client files, client fees, training, marketing and administration invoices, cost share requirements and overall operations. Program reviews may be conducted remotely or onsite. CalOSBA may also review reported business assistance by interviewing the clients assisted by a Center. Staff will inform Centers by email about their selection for a program review and email instructions no later than five business (5) days before the program review.

CalOSBA is not responsible for providing oversight of a Center's performance between program reviews. Moreover, CalOSBA does not accept liability for information not submitted in good faith by a Center for a program review.

Pre-Bid Webinar

- Wednesday July 27, 2022 from 1:00 PM to 2:00 PM
 - [Click Here](#) for the July 27, 2022 Zoom Pre-Bid Webinar Registration
- Tuesday August 2, 2022 from 1:00 PM to 2:00 PM
 - [Click Here](#) for the August 2, 2022 Zoom Pre-Bid Webinar Registration

Timeline

July 22, 2022	Program Announcement Release and RFP period begins
July 27, 2022	Pre-Bid Webinar at 1:00 PM PDT Please submit questions in advance of webinar to sbtaep@gobiz.ca.gov
August 2, 2022	Pre-Bid Webinar at 1:00 PM PDT Please submit questions in advance of webinar to sbtaep@gobiz.ca.gov
August 10, 2022	Letter of Intent to apply Please email sbtaep@gobiz.ca.gov
August 16, 2022	Grant application deadline (must submit online by 11:59:59 PM PDT)
August 16 – September 5, 2022	Proposal review
September 8, 2022	Notice of Intent to Award sent via email
September 8-9, 2022	Follow up calls to Awardees (if needed)
September 8-9, 2022	Grant Agreements sent to Awardees
October 1, 2022	Grant program begins
September 30, 2023	Grant program ends

Application Instructions and Submission

All applications, with required attachments, must be submitted electronically using the CalOSBA online application portal, which can be accessed via a link at www.grants.business.ca.gov. New users of the portal will first need to create an account. Existing users may log in with their existing account credentials. Applications submitted via email or facsimile will not be reviewed or scored.

All applications must be submitted by the deadline and the online application portal will automatically close once the application deadline has passed, August 16, 2022 by 11:59:59 PM PDT. There are no exceptions or extensions of this deadline. Any technology

*challenges or inability of an applicant to submit an application by the deadline for any reason shall not be grounds for an extension of the deadline. Applicants are encouraged to submit their application two days before the deadline in the event technical assistance is required. For help applying, please send an email to sbtaep@gobiz.ca.gov and copy Jean Coleman, Program Manager, at jean.coleman@gobiz.ca.gov with the subject line: **Technical Assistance Grant Online Help.***

CalOSBA's determination as to eligibility for grant funding or the amount of grant funding awarded is final and not subject to appeal or protest. The determination of rejection for grant funding is final and not subject to appeal or protest.

CalOSBA reserves the ability to modify applicant budgets if included costs are deemed ineligible. A Center and its fiscal host will be required to be in compliance with the Drug-Free Workplace Certification and Nondiscrimination Compliance Statement as required by state law.

- A. Centers that operate individually may apply individually or submit a group application under a single designated Authorized Representative.
- B. Network-based programs will apply as a network (SBDCs with Lead Center structure).
- C. Group-based programs will apply as a group (i.e., a group of centers who voluntarily organize as a group, for example, a group of Women's Business Centers). The group's Authorized Representative will submit a single consolidated application to CalOSBA that contains all the applications from the individual Centers in their group. Each center proposal narrative and metrics must reflect a unique scope of work. Applicants with the same Authorized Representative without unique scopes of work will be considered duplicative and CalOSBA reserves the right to disqualify one of the duplicate applications.

Required/Supporting Documents

All applicants must upload the following documents to their application:

- Federal or Private Award specifically for direct technical assistance to small businesses (Fully Executed award with scope of work or Letter of Intent with scope of work)
- Proposal Narrative. 1.5 spaced and in 12-point font. Narratives may not exceed 18 pages for individual applicants and 25 pages for Network applicants. Narratives that exceed the page allotment will not be reviewed beyond the page allotment. It is not required that applicants utilize the total page allotment. – [download this form here](#)
- Proposed Centers, Services, and Language Access – [download this form here](#)
- Budget Justification Spreadsheet – [download this form here](#)
- Organizational Chart
- Local Cash Match Form – [download this form here](#)
- STD.204 Payee Data Record Form – download this form at <https://cdn.calosba.ca.gov/wp-content/uploads/std204-sbtaep.pdf>
- STD.21 Drug-Free Workplace Certification – download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

The following documents are optional:

- Resumes of key personnel, submitted as one combined PDF saved as Resumes_Center Name_Date
- For new applicants only: Letters of Support (3-5 per Center, for work related to small business technical assistance within the last 5 years. Please use template and submit letters as one combined PDF saved as Letters of Support Center Name_DATE.) – [download template here](#)

Application Review

CalOSBA will utilize the following application review process:

1. Technical Review – Application will be verified for eligibility and completeness, including any required documents uploaded to the application
2. Disqualifications – CalOSBA may disqualify applications or deny applications for the following reasons:
 - a. Incomplete applications
 - b. Ineligible applicant
 - c. Ineligible services
 - d. Contains false or misleading statements or references which do not support an attribute or conditions contended by the applicant; and if, in the opinion of CalOSBA or GO-Biz, such information was intended to mislead the Review Committee in its evaluation of the proposal
 - e. Plagiarism, including but not limited to failure to cite one's own work or third-party work, duplicate applications, etc.
 - f. Failure to comply with guidance as set forth in this Announcement, including failure to use required attachment templates
 - g. Late application
3. Application evaluation and scoring by GO-Biz and CalOSBA based on regional expertise, Scoring Criteria (see below), and statutory criteria.
4. Final award amounts will be determined based on Scoring Criteria (see below), statutory criteria, funding availability, and CalOSBA determinations.

CalOSBA reserves the right to request additional information and request a revised scope of work and metrics. The determination of rejection for grant funding is not subject to appeal.

Debriefings

Written debriefings of the evaluation results will not be provided to unsuccessful proposals. Oral debriefings may be provided at CalOSBA's discretion.

Scoring Criteria

This section provides the application questions and scoring point scale.

Application Section	Points Possible
Proposed Metrics & Scope of Work	55
Center Strategies & Organizational Capacity	10
Diversity Equity and Inclusion Action Plan	20
Financial Management Capability	25
Center Performance*	5
Bonus Points	5

Total Points Available: 120 points

*Up to 10 points may be deducted for poor past performance on a previous TAP grant. Poor performance includes such things as inability to spend previously awarded funding, return of previously awarded funding, underperformance against multiple “total” metric categories, noncompliance with grant agreement terms, extensive communication issues, late reporting submissions, inadequate reports with significant revision delays.

Service Areas (Not Scored)

Upload into application portal

1. Geographic Area of Service (counties)
2. Assembly District(s)
3. Senate District(s)

Proposed Centers, Services, and Language Access

1. List each center in your proposal including any sub-center or satellite locations, and list language services. Use [template](#).

Proposed Metrics

Must be uploaded into the application portal

1. Number of Training Events
2. Number of Unique Clients Trained
3. Number of New Clients Trained
4. Number of Unique Clients Counseled*
5. Number of New Clients Counseled*
6. Number of New Businesses Started*
7. Number of Businesses Closed*
8. Number of Jobs Created (full and part-time)*
9. Number of Jobs Retained (full and part-time)*
10. Dollar Amount of Increase in Sales*
11. Number of Contracts*
12. Dollar Amount of Contracts*
13. Number of Loans*
14. Dollar Amount of Loans (SBA loans and non-SBA loans)*
15. Dollar Amount of Equity Capital (to include private investment)*
16. Additional Funds Raised (non-dilutive funding, grants, etc.)*

*Metric requires a goal for each of the following underserved business groups:

- Number of Women-Owned Businesses Served
- Number of Minority-Owned Businesses Served
- Number of Veteran-Owned Businesses Served
- Number of Businesses Served in Rural Communities
- Number of Businesses in Low-Wealth Communities
- Number of Businesses Served in Disaster-Impacted Communities

Narrative Proposal Questions

Narrative proposals must be 1.5 spaced and in 12-point font. Narratives may not exceed 18 pages for individual applicants and 25 pages for Network applicants. Narratives will not be reviewed beyond the final page allotted. [Use Proposal Narrative template.](#)

Proposed Scope of Work – 55 points

1. Past performance: Describe how your center has previously supported small businesses with technical assistance and the impact of your previous or ongoing technical assistance programs. 5 points.
2. Scope of Work: Describe what your center will use TAP funding for and how your proposed Scope of Work will fill gaps and deliver high quality small business technical assistance offerings to small businesses in California, including underserved small businesses. Please be specific in both your vision and the action plan you will use to achieve it. 35 points.
 - a. Clearly explain your overall vision and scope including key milestones.
 - b. Include specific strategies, goals, and metrics to achieve your proposed scope of work.
 - c. Describe how your key programs will support underserved businesses in California including how your outreach strategy will support reach to underserved businesses in California.
 - d. Describe how this proposed Scope of Work will build on the base programming supported by your match agreement.
3. Detail the feasibility of your proposal and specific strategies your center will employ to achieve your proposed goals. Detail the strong likelihood of achieving proposed outcomes. Note any strategies for mitigating past performance issues, if applicable. For network and group-based submissions proposing a multi-center proposal, describe in detail how the network of Centers will leverage each other to implement the Program. 10 points.
4. Provide a plan of action indicating how you will draw down all the federal or private funds available during the grant period using local cash match, if applicable. In addition, if your federal or private award term period is set to expire prior to the end of the TAP2022 Program year (September 30, 2023), please indicate when you expect to have proof of continuing award. As a reminder, all TAP participating organizations must have an active federal or private award. 5 points.

Center Strategies and Organizational Capacity – 10 points

5. Describe the Center's in-take methods including details of any strategies to ensure small businesses are appropriately onboarded. 5 points.
6. Describe the Center's management strategy for service delivery and how the work will be coordinated and monitored. Ensure you are detailing how management ensures service for underserved businesses, including any shifts you will implement as part of TAP funding. Include organizational chart. 5 points.

Diversity, Equity, and Inclusion Action Plan – 20 points

7. Describe the Center's Diversity, Equity, and Inclusion Action Plan including actionable strategy and specific steps to diversify the client pool, provide culturally competent outreach, intake, and technical assistance and include unserved, underserved, disinvested, and disadvantaged business groups. Include target populations and geographies, in-language services, disparities addressed and associated data points. 10 points.
8. Detail partnerships with community-based organizations to expand capacity/territories served and the nature of the relationship(s). Detail satellite centers, profile add-on services, resources or locations, in-language capabilities, subcontracts and professional service agreements applicable to the plan, etc. Describe how all these partnerships are differentiated from your existing partnerships in order to better reach, serve and achieve stronger outcomes for diverse and underserved business groups. Describe counselors, facilitators, etc. that represent those being served. 10 points.

Financial Management – 25 points

9. Include detailed budget breakdown. All costs must be justified and allowable – see excel template. 15 points.
10. Provide budget detail on funds dedicated to Diversity, Equity, and Inclusion Action Plan, if applicable. Funds may only be allocated to subcontracts or satellite centers and travel to support collaborations with subcontracts or satellite centers. Note: A DEI budget is required for any proposal over \$400,000 and optional for proposals under \$400,000. Maximum allowance is up to 15% of the total grant request with a maximum of \$250,000.00 for this plan.
11. Justify the grant funding amount you are applying for. Discuss how you will leverage funds for maximum impact. Note that the TAP program is competitive and there is great need across the state. Please be specific about why your center requires the funding requested. 5 points.
12. Describe how your Center will track allowable activities and expenditures. 5 points.

Center Performance – 5 points

13. Existing Centers Only: Has your Center received special recognitions from underserved business groups or for your work serving underserved business group for past performance (e.g., awards, letters of recognition, etc.)? Only include awards received in the past 5 years. If yes, explain the work performed to achieve the special recognition and who it was given by (i.e. Assembly Member, federal partner, city, county, etc.) 5 points.

Bonus Points

14. For TAP Awarded Centers: Are you currently, at least, 35% Year to Date (YTD) as of FY2021-22 Q2 on spenddown? (Yes/No) 5 points.

OR

For New Applicants (not a current TAP awardee): Provide a minimum of 3 but no more than 5 letters of support demonstrating your past performance and ability to spend down previously awarded technical assistance funding within the last 5 years. Refer to section [‘Required/Supporting Documents’](#) for required letter template. (Yes/No) 5 Points.

*Network applications receive additional character allotments in light of the size and scope of network applications.

California Public Records Act

By submitting an application, the applicant acknowledges that GO-Biz is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). Consequently, materials submitted by an Applicant to GO-Biz may be subject to a PRA request. In such an event, GO-Biz will notify the Applicant, as soon as practicable, that a PRA request for the Applicant’s information has been received, but not less than five (5) business days prior to the release of the requested information to allow the Applicant to seek an injunction. GO-Biz will work in good faith with the Applicant to protect the information to the extent an exemption is provided by law, including but not limited to notes, drafts, proprietary information, financial information and trade secret information. GO-Biz will also apply the “balancing test” as provided for under Government Code section 6255 to the extent applicable.

END EXHIBIT D

Exhibit E – Change Order Request Form

Overview

The Small Business Technical Assistance Program (SB TAP) provides annual grant funding for one-year grant periods. Centers are expected to spend their annual award in full during the one-year grant period. On a case-by-case basis, upon written approval from CalOSBA, grantees may submit a change order request (COR) to ensure full spenddown of the annual award.

Process for Requesting a Change Order

The grantee will provide a brief explanation for the change order request, including why funds are being redirected, proposed new use, and steps being taken to ensure region affected maintains service levels. A COR must be submitted for the following situations but not limited to:

- SBDC Regional Networks requesting redirection of funds between subcenters within the network that result in no-net change to overall budget
- In limited and well-justified cases, centers in a group agreement may request redirection of funds between centers within the group that result in no-net change in the group's overall budget and as long as the change does not exceed the centers match. Approval will be contingent on positive past performance of the center receiving additional funds. Authorized representative will be required to include verification that the match agreement for each center has not been exceeded with the change order.
- Categorical redirection of funds greater than 20% of the total award amount in the case of Fringe, Personnel, and Contractual.
- Any redirection of funds for increased travel, research, or marketing funds from approved budget, Exhibit C
- Performance metric reduction
- Others as directed by GO-Biz and CalOSBA

COR approval is required in advance before any funds may be redirected by the grantee. A request must be submitted via email to sbtaep@gobiz.ca.gov and copy Program Manager, Jean Coleman at Jean.Coleman@gobiz.ca.gov, with the subject line, "Grant Agreement #_COR_date."

[Click here to download Change Order Request Form](#) – Form must be submitted in excel format

Process for Approval

CalOSBA will review, and if approved the COR will be e-signed by the current Program Manager and Director and returned to the grantee via email as an approved COR.pdf.

END EXHIBIT E

Exhibit F – TAP NO-COST TERM EXTENSION REQUEST INSTRUCTIONS

Overview

The Small Business Technical Assistance Program (SB TAP) provides grant funding on an annual basis. Centers are expected to spend their annual award in full during the one-year grant period. On a case-by-case basis upon written approval from CalOSBA, grantees may receive up to a three-quarter extension to spend down 2022/23 grant awards.

Process for Requesting an Extension

The grantee will provide a brief justification narrative and a thorough plan of action to meet milestones. Extension requests will not otherwise be reviewed. At minimum the plan of action must include:

- Schedule of activities and spenddown (e.g., Gantt chart, project timeline, etc.)
- Organizational capability to provide services to small businesses
- Management strategy that will be utilized to achieve the proposed milestones
- A request must be submitted via email to sbtaep@gobiz.ca.gov and copy Program Manager, Jean Coleman at Jean.Coleman@gobiz.ca.gov, with the subject line, “Grant Agreement #_No-Cost Term Extension Request” no later than November 15, 2023. Request submitted after November 15, 2023 will not be reviewed and the grantee will forfeit the remaining awarded funds.

Process for Evaluating Extension Requests

Upon receiving the above request for an extension, staff will evaluate if the following conditions apply:

1. The grantee must have experienced an unpredictable event during the course of the grant year that impaired their ability to fully spend down their award. Examples of justifications for an extension include, but are not limited to the following:
 - Delays in the operational ramp-up of a new center or pilot project
 - Delays in fiscal host approvals and/or execution of sub-agreements with centers
 - Grantee center relocations, resulting in a temporary hiatus in operations
 - Staff/consultant turnover and/or difficulties in hiring staff or consultants to carry out services
 - Challenges in generating sufficient client demand to conduct the level of consulting and training originally planned in the agreement
2. The grantee has otherwise demonstrated good faith in their performance of the Agreement during the Agreement’s Term of Performance.
3. The grantee is in full compliance with grant program requirements, including eligibility, reporting and invoicing, and any audits by CalOSBA.
4. The grantee’s director and CalOSBA agree that no other options exist for the grantee to fully spend down the award in the Agreement.

If these conditions are met, staff will work with the grantee to identify an extended end date for the Agreement's Term of Performance. The extended end date must be the **earliest** date when the grantee will be able to fully spend down their award and achieve the performance metric goals in the Agreement. The grantee is encouraged, but not required, to align with prescribed quarters. Once an extended end date is identified, the grantee will be required to submit the final invoice and report within 45 days of the extended date. If an extension is granted, the grantee is required to spend down the total award prior to the extension deadline. Staff will email the grantee to confirm the extension. A template for approval is on the next page and is to be executed by CalOSBA Staff:



CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE
TECHNICAL ASSISTANCE PROGRAM
NO-COST TERM EXTENSION AGREEMENT

The purpose of this email is to confirm that the California Office of the Small Business Advocate (CalOSBA) authorizes [NAME OF AGREEMENT RECIPIENT] ("RECIPIENT") to extend the Term of Performance in Agreement Number [AGREEMENT NUMBER] ("AGREEMENT") from the original end date of [MONTH, DATE, YEAR] to [MONTH, DATE, YEAR] ("EXTENDED END DATE").

The purpose of this extension is to facilitate a full spenddown of the RECIPIENT's award and achievement of performance metrics identified in the AGREEMENT.

The justification and plan of action for this extension request is attached. [ATTACH JUSTIFICATION AND PLAN OF ACTION].

If the EXTENDED END DATE overlaps with a subsequent CalOSBA grant award's Term of Performance, the RECIPIENT must spend down the remaining award under this AGREEMENT before charging expenses to a subsequent CalOSBA grant.

It is agreed that all other provisions of the AGREEMENT and any subsequent amendments shall remain in full force and effect.

The grantee must submit the final invoice and report within 45 days of the extended date.

Failure to meet the terms of the extension may affect your ability to receive future funding from the same organization.

Name
Title
Organization identified in agreement

Tara Lynn Gray
Director
Office of the Small Business Advocate

END EXHIBIT F

Exhibit G – Third-Party Contractual Request Instructions

Overview

The Small Business Technical Assistance Program (SB TAP) provides grant funding on an annual basis. In the case of an emergency, a grantee may request approval for additional third-party contracts to already TAP funded technical assistance providers.

Process for Requesting Approval

The grantee will provide a brief justification narrative and revised budget for the third-party contractor(s):

- Narrative must include what the emergency is, how the contractor will assist the grantee in meeting program goals, and procedures to ensure no duplication of efforts or reporting.
- Revised budget must reflect third-party contractor name and total amount, and in addition, a brief description of what the funds will be used for (i.e. direct consulting, training, research, and/or marketing).
- A request must be submitted via email to sbtaep@gobiz.ca.gov and copy Program Manager, Jean Coleman at Jean.Coleman@gobiz.ca.gov, with the subject line, "Grant Agreement #_Third-Party Contractor Request."
- The Third-Party Contractor **may not** begin services until approved by CalOSBA.

Process for Evaluating Requests

Upon receiving the above request, staff will evaluate if the following conditions apply:

1. The grantee must have experienced an unpredictable event during the course of the grant year that impaired their ability to perform against their executed grant agreement. Examples of justifications for an emergency include, but are not limited to the following:
 - Sudden decrease in capacity
 - Sudden increase in service demand
 - State and/or Presidential declared disaster in the AR's servicing region
2. The grantee has otherwise demonstrated good faith in their performance of the Agreement during the Agreement's Term of Performance.
3. The grantee is in full compliance with grant program requirements, including eligibility, reporting and invoicing, and any audits by CalOSBA.
4. The grantee and CalOSBA agree that all third-party contractors are to abide by the grant agreement terms.

If these conditions are met, staff will work with the AR to ensure proper reporting and invoicing for newly approved third-party contractors that are already funded by TAP. A template for approval is on the next page and is to be executed by CalOSBA Staff:



CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE
TECHNICAL ASSISTANCE PROGRAM
THIRD-PARTY CONTRACTOR APPROVAL

The purpose of this email is to confirm that the California Office of the Small Business Advocate (CalOSBA) authorizes [NAME OF AGREEMENT RECIPIENT] ("RECIPIENT") to sub-contract with [TAP FUNDED TA PROVIDER] in the amount of [APPROVED SUB-CONTRACT AMOUNT].

The purpose of this third-party contract is to facilitate a full spenddown of the RECIPIENT's award and achievement of performance metrics identified in the AGREEMENT.

The justification and revised budget are attached. [ATTACH].

It is agreed that the RECIPIENT will oversee the third-party contractor and ensure compliance with California Technical Assistance Expansion Program.

It is agreed that all other provisions of the AGREEMENT and any subsequent amendments shall remain in full force and effect.

Failure to meet the terms of the approval may affect your ability to receive future funding from the same organization.

Name
Title
Organization identified in agreement

Tara Lynn Gray
Director
Office of the Small Business Advocate

END EXHIBIT G

S-7967-CROED
Exhibit D

TAEP Annual Report

A. Performance Narrative:

Please provide a summary about the center's proposed goals and scope of work for the year (i.e. policy priorities, targeted groups, etc.).

Summary should also detail your network's services/programs/initiatives rolled out as part of your expansion grant, as well as methodologies and implementation strategies, challenges and successes achieved including performance metrics and impact data. Please include any TAEP policy priorities around capital, markets (procurement and international trade/e-commerce) and resilience. Describe any staffing decisions, partnerships or other strategies implemented to meet goals and expand services to underserved small business owners, including women, people of color and veteran-owned businesses and business in low-wealth, rural and disaster impacted communities included in a state or federal emergency declaration or proclamation. Further, if any economic or small business trends impacted your programs, please describe how you integrated marketplace changes into the programs.

In response to COVID-19, explain how the Center adapted in order to continue services to small businesses and entrepreneurs and successes in scaling up and shifting operations to accommodate state guidelines and increased demand.

B. Network and Collaboration:

This section should:

- 1) Detail the ecosystem building achieved through any cross-cutting regional strategies, partnerships, and other collaborations utilized to achieve goals.
- 2) Describe efforts to build new partnerships or collaborations and/or share best practices, especially into underserved areas to ensure a standard level of small business service offerings across demographics.
- 3) Share metrics on partnerships established as a result of expansion, especially with organizations that support underserved populations. (Please note that subcontractor (i.e. external organization subcontracts) metrics must be reported in the "Roll-Up Report" tab, column B, of the invoice workbook.)

A strong narrative in this section will detail how, if at all, these partnerships and collaborations yielded stronger outcomes for small businesses, especially for program priorities and services to underserved communities.

It should also detail any research or mapping of the continuum of services and any identified gaps that existed and addressed as a result of partnerships and collaborations - especially for

underserved populations (i.e. work product such as research studies, strategic regional plans, or databases, diagrams, technology tools, etc.)

C. Expansion of Services:

Describe how you were able to effectively expand and reach the target underserved small businesses, especially compared to prior years. Please include any new partnerships or existing partnerships that were leveraged this year, specialized program development, satellite offices, etc. Include how the expansion is unique compared to existing programs (i.e. federal scope of work) and/or how you further expanded or strengthened if the program was established in a previous TAEP grant year.

Describe regional and economic shifts (i.e. regional strategies or priorities informing focus, natural disasters, emerging industries, etc.).

D. Underperformance Narrative:

The underperformance statement must provide a high level of detail of why the Center was not able to meet the performance goals, or, why there was underspent grant funds. An underperformance narrative must be made for each of the Centers in the region that underperformed against their specific goals.

SUBCONTRACT NO. S-7966-CROED

THIS SUBCONTRACT NO. S-7966-CROED (hereinafter referred to as the "Subcontract") is entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, by and through its Office of Economic Development (hereinafter "Subcontractor"), host administrative agent for the Coachella Valley Small Business Development Center, located in Indio, California and **CSU FULLERTON AUXILIARY SERVICES CORPORATION** (hereinafter, "ASC") a California non-profit corporation which is a recognized auxiliary and fiscal agent of 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. Subcontractor and ASC are individually referred to herein as a "Party" and collectively as the "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 California Governor's Office of Business and Economic Development GO-Biz (hereinafter "Prime Sponsor") under Agreement Number CIP2022-L04 (hereinafter referred to as the "Agreement"), incorporated herein with this reference and attached as **Exhibit C** (Prime Award);
- B. **WHEREAS**, ASC desires to retain Subcontractor to perform services as specified in **Exhibit A** (Scope of Work) attached hereto and incorporated herein with this reference and intends to compensate Subcontractor for such services, as described in **Exhibit B** (Budget) attached hereto and incorporated herein with this reference;
- 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, and the Exhibits; and,
- D. **WHEREAS**, Subcontractor and any additional subcontractors retained by Subcontractor agree to abide by all of the terms and conditions of this Subcontract and the Prime Award as set forth therein.

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

Michael Daniel

Regional Director

California State University, Fullerton

800 N. State College Blvd., SGMH-4157B

Fullerton, CA 92831

Administrative

Sydney Dawes

Director, Office of Sponsored Programs

CSU Fullerton Auxiliary Service Corp.

1121 N. State College Blvd.

Fullerton, CA 92831-3014

Telephone: (657) 278-5168
Email: midaniel@fullerton.edu

Telephone: (657) 278-4103
Email: sdawes@fullerton.edu

For Subcontractor:

Technical/Programmatic/Administrative

Robert Moran

Deputy Director, County of Riverside Office of Economic Development

3403 10th Street, 4th Floor

Riverside, CA 92501

Telephone: (951) 955-6673

Email: rmoran@rivco.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, County of Riverside Office of Economic Development, or their respective designees, for the respective Party.

2. **Scope of Work.** Subcontractor shall complete Leading Indicator Metrics of 180 clients assisted and 910 consulting hours provided and assist Lead Center to achieve the Lagging Indicators described in the Scope of Work which is attached and incorporated as **Exhibit A**.
3. **Term of Contract.** The period of performance of this Subcontract shall be from October 1, 2022 through September 30, 2023, subject to extension by the Prime Sponsor and mutual agreement of both Parties.
4. **Compensation.** Reimbursement of funds under this Subcontract is limited to **Fifty Thousand Dollars (\$50,000.00)**, as shown in **Exhibit B**.
5. **Matching Funds Requirement.** Subcontractor shall provide total Matching Funds of **Fifty Thousand Dollars (\$50,000.00)**, as shown in **Exhibit B**.

Note: The matching funds requirement is being met through the core SBDC grant from SBA OSBDC, under SBA Cooperative Agreement number SBAHQ22B0082. Thereafter, the matching funds shall be met through the core SBDC grant from SBA for 2023 funding.

6. **Delivery.** All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before September 30, 2023.
7. **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.
8. **Termination of Subcontract.** Either Party may terminate this Subcontract upon thirty (30) calendar days advance written notice to the other Party. Upon termination of this Subcontract, ASC agrees to compensate Subcontractor for all unavoidable expenses reasonably incurred by Subcontractor in the

performance of its work under this Subcontract by the date of termination, and Subcontractor agrees to complete services and/or provide required deliverables through the date of termination.

9. **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.
10. **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.
11. **Assignment.** No part of this Subcontract may be assigned by either Party without the prior written consent of both Parties.
12. **Reporting Requirements.** Both financial and performance reporting are due at the end of each quarter of the contract period. In the event that there was no activity in the quarter, a financial and performance report are still due and would state that there was no activity or spenddown during the quarter. Subcontractor must submit an electronic version of the quarterly performance report in Microsoft Word to the Lead Center within twenty (20) calendar days after the completion of a calendar quarter. Reports must be submitted utilizing the GO-Biz template in Excel and PDF format. Each quarterly report must include the following items: (a) one (1) unique success each quarter, (b) PDF of GO-Biz template which must be signed by the Director, (c) general ledger for each invoice is to match the GO-Biz template, (d) host institution invoice required and must match general ledger and GO-Biz template, (e) Neoserra activity report for consulting and training by consultant: (i) the Go-Biz template must be accompanied by an activity report for consulting and training activities that matches the GO-Biz template stated hours for consulting and training per consulting, and (ii) funding sources must properly align in Neoserra with what is being reporting and invoiced, (f) underperformance report required if metrics or invoicing milestones are not met as indicated as follows: (i) Q1 spenddown or metrics achieved are not at 15%, (ii) Q2 spenddown or metrics achieved are not at 40%, (iii) Q3 spenddown or metrics achieved are not at 75%, (iv) Q4 spenddown or metrics achieved are not at 100%. The Lead Center reserves the right to reduce funding during the program year, if the center is unable to meet its quarterly spenddown.

The annual report is due within twenty (20) calendar days upon close of the grant period. Subcontractor must submit required reports utilizing GO-Biz template provided in **Exhibit D** (Reporting Template) **attached hereto and incorporated herein with this reference.**

Failure to submit required reports as identified in **Exhibit A** will result in the voiding of invoice payments for the period unless prior approval to submit late reports has been granted by the Lead Center Director, or designee.

The Lead Center reserves the right modify or request additional reporting information from the Subcontractor as requested by the Prime Sponsor.

13. **Invoicing and Payment.** Subcontractor shall invoice ASC for actual expenses incurred during the term of the Subcontract and in accordance with the budget in **Exhibit B**. Invoices shall be mailed to the address listed below and emailed to both kmpayne@fullerton.edu, jessjuarez@fullerton.edu and [cc: oriveron@fullerton.edu](mailto:oriveron@fullerton.edu):

OCIE SBDC
Ms. Katrina Smith, Associate Regional Director
800 N. State College Blvd.
SGMH-4157
Fullerton, CA 92831

Subcontractor shall invoice the Lead Center for actual expenses incurred during the term of the Subcontract in accordance with the budget in Exhibit B, and shall deliver such invoices to the Lead Center within twenty (20) calendars days of the close of each quarter. Subcontractor will submit itemized invoices to the Lead Center quarterly. Each invoice shall include an itemized expenditure report, accompanied by general ledger with a detailed transaction report, supporting documentation and any necessary chart of accounts. The Lead Center agrees to pay *approved* invoices within forty-five (45) calendar days upon receipt of an acceptable and accurate invoice. In no event shall the Subcontractor request reimbursement from the Lead Center for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Subcontract.

The invoice containing final costs to be paid by the Lead Center shall be identified as the "Final Invoice". Final Invoice expenditures shall reflect costs incurred but not previously submitted for the period ending September 30, 2023. The Final Invoice shall be paid upon satisfactory completion of Subcontract work and submittal of all the reports required in this Subcontract.

"Satisfactory completion" as used in this Subcontract means that the Subcontractor has complied with all the terms, conditions, and performance requirements of this Subcontract. All award and matching funds shall be used solely for the purpose of performing the work as set forth in their Subcontract and **Exhibit A**.

"Approved invoice" means a complete and accurate invoice and performance package.

14. Content and Order of Precedence

Included in this Subcontract are the following exhibits and all exhibits are hereby incorporated by reference into this Subcontract

- a. Exhibit A Scope of Work

- b. Exhibit B Budget
- c. Exhibit C Prime Award
- d. Exhibit D Reporting Templates

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

- 15. Indemnification.** All Parties to this Subcontract agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, students, 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, students, or volunteers. The provisions of this Paragraph do not apply to any damage or losses caused solely by the gross negligence or intentional acts of the non-indemnifying Party or any of its agents or employees. The indemnity set forth in this Paragraph 15 shall survive for a period of one (1) year after the expiration or earlier termination of this Subcontract.
- 16. 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.
- 17. Notice of Force Majeure.** Subcontractor agrees to give ASC written notice of an event of force majeure under this Paragraph 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.
- 18. Public Records.** Subcontractor acknowledges that ASC is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). This Subcontract and materials submitted by Subcontractor to ASC may be subject to a PRA request, except in the event that such documents submitted to ASC are considered confidential information and exempt under the PRA. In the event records of the Subcontractor are requested through a PRA, ASC will notify the Subcontractor, as soon as practicable that a PRA request for the Subcontractor's information has been received, but not less than five (5) business days prior to the release of the requested information to all the Subcontractor to seek an injunction. ASC will work in good faith with the Subcontractor to protect the information to the extent an exemption is provided by law.
- 19. 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.

20. **Retention of Records.** Subcontractor agrees to maintain and preserve all records relative to this Subcontract for three (3) years after termination. 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."
21. **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 Prime Sponsor and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Subcontractor.
22. **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.
23. **Applicable Law.** This Subcontract and any disputes concerning it shall be interpreted under the laws of the State of California. Any legal action related to the performance or interpretation of this Subcontract shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.
24. **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.
25. **Days.** Any reference to days in this Subcontract, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.
26. **Entire Subcontract.** This Subcontract, including any referenced exhibits, attachments, appendices and references, constitutes the entire Subcontract and supersedes any other written or oral representations, statements negotiations, or agreements.

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

For:
COUNTY OF RIVERSIDE, a
political subdivision of the State of
California, by and through its Office
Of Economic Development



KEVIN JEFFRIES
Board of Supervisors

Dated: 2/28/23

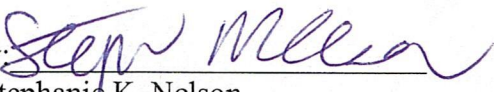
For:
CSU Fullerton Auxiliary Services Corporation




Charles D. Kissel
Executive Director

Dated: 06 APR 23

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Stephanie K. Nelson
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

FEB 28 2023 3.27

Center Name: CV SBDC

Go-Biz CIP (FY 22-23)	\$50,000
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Scope of Work:

Each service center is expected to at minimum, complete their leading indicator metrics. Leading Indicator metrics are derived from the following calculations: Number of consulting hours was derived from 100% of the total GO-Biz CIP contributed budgets. Number of clients was calculated by dividing the number of consulting hours by five.

Leading Indicators:

Each center will be expected to reach at minimum, the leading indicators as detailed below.

Number of Clients	180
Number of Consulting Hours	910

Lagging Indicators (Network Goals):

Each center will be tasked with assisting the network with reaching and exceeding all of the below lagging goals. While centers will not be given separate lagging indicator metrics, future year funding will be based on the level of performance from the previous year.

Total Clients Counseled	1,000
Capital Infusion – Debt Funding	\$10,000,000
Capital Infusion – Equity Capital	\$30,000,000
Capital Infusion – Non-Dilutive	\$1,000,000

Reporting:

Quarter	Due Date for Financial	Due Date for Performance/ Underperformance (if needed)	Due Date for Annual Report
Q1	1/20/2023	1/21/2023	N/A
Q2	4/20/2023	4/20/2023	N/A
Q3	7/20/2023	7/20/2023	N/A
Q4/FINAL	10/20/2023	10/20/2023	10/20/2023

Coachella Valley SBDC
Hosted by County of Riverside Office of Economic Development

Budget Category	GO-Biz Grant	SBA Match Funds
Business Advising/Consulting	\$ 50,000.00	\$ 50,000.00
Budget allowance to further services to disadvantaged areas and underserved groups. May include marketing, administrative and other misc. expense with the exception of indirect costs.[1]		\$ -
Program Marketing	Not allowed	\$ -
Training Costs		\$ -
Administration		
Other (please specify)		
Total	\$ 50,000.00	\$ 50,000.00

2022-2023 Proposed Metrics	
Total Capital Infusion (Loans and Non-Owner Equity)	\$ 500,000.00
Total Clients Consulted	100

Budget Justification


All monies received from GO-Biz must be spent entirely on one-on-one consulting for SBDC Clients. This money will be spent on paying consultants to do one-on-one advising for clients seeking access to capital



Grant Agreement # CIP2022-L04

1. This Agreement is entered into between the State Agency and the Grant Recipient named below:
 STATE UNIT/AGENCY NAME
 CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT
 GRANT RECIPIENT NAME
 CSU FULLERTON AUXILIARY SERVICES CORPORATION
2. The term of this Agreement is:
 October 1, 2022 through September 30, 2023
3. The maximum amount of this Agreement is:
 \$519,300.00 (Five hundred nineteen thousand three hundred dollars)
4. The parties agree to comply with the terms and conditions of the following Agreement including exhibits which are by this reference made a part of this Agreement.

IN WITNESS THEREOF, the parties have executed this AGREEMENT hereto.

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME CSU FULLERTON AUXILIARY SERVICES CORPORATION	
BY (Authorized Signature) X.  <small>DocuSigned by: BB5502A8042AAA1...</small>	DATE SIGNED October 17, 2022 10:54 PDT
NAME AND TITLE OF PERSON SIGNING Charles D Kissel	
ADDRESS 1121 N. State College Blvd. Fullerton, CA 92831	
STATE OF CALIFORNIA	
STATE UNIT/AGENCY NAME CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature) X.  <small>DocuSigned by: 0F58079DC476481...</small>	DATE SIGNED October 17, 2022 13:30 PDT
NAME AND TITLE OF PERSON SIGNING Tara Lynn Gray, Director, California Office of the Small Business Advocate	
ADDRESS 1325 J Street, Suite 1800, Sacramento, CA 95814	

**CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE
CAPITAL INFUSION PROGRAM GRANT AGREEMENT**

This Capital Infusion Program 2022/23 Grant Agreement (hereinafter referred to as the "AGREEMENT") dated October 1, 2022 is entered into by and between CSU FULLERTON AUXILIARY SERVICES CORPORATION (hereinafter "RECIPIENT"), and the Office of the Small Business Advocate within the Governor's Office of Business and Economic Development (hereinafter, "CalOSBA"), hereafter jointly referred to as the "parties" or individually as the "party."

- A. **WHEREAS**, CalOSBA is the sponsor of this award issued to the RECIPIENT under Agreement Number CIP2022-L04("Award");
- B. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as described in the 2022/23 Program Announcement to expand new or enhanced services to underserved small business owners, including women, people of color and veteran-owned businesses and businesses in low-wealth, rural and disaster-impacted communities included in a state or federal emergency declaration.
- C. **WHEREAS**, RECIPIENT is host to a small business development center ("SBDC") in California pursuant to the requirements of the U.S. Small Business Administration ("SBA");
- D. **WHEREAS**, all parties acknowledge that this AGREEMENT and the Award are only available to SBDCs in California;
- E. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as specified in Exhibit B ("Scope of Work, Performance Metrics and Budget") and intends to compensate RECIPIENT for such services, as described in Exhibit B;
- F. **WHEREAS**, RECIPIENT desires to be retained by CalOSBA to perform and/or manage such services as described in Exhibit B and to be compensated as set forth in Exhibit B;

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

1. **Performance Metrics**. RECIPIENT shall be responsible for the results and progress

described in Scope of Work and Performance Metrics and Timeline, which is attached and incorporated as Exhibit B.

2. **Term of Agreement.** The period of performance of this AGREEMENT shall be from October 1, 2022 – September 30, 2023.
3. **Delivery.** All materials, services and/or deliverables required under this AGREEMENT must be completed and delivered to CalOSBA on or before September 30, 2023.
4. **Termination of Agreement.** Either party may terminate this AGREEMENT upon ninety (90) calendar days advance written notice to the other party. Upon termination of this AGREEMENT, CalOSBA agrees to compensate RECIPIENT for all allowable, unavoidable, expenses reasonably incurred by RECIPIENT in the performance of its work under this AGREEMENT prior to the date of termination. RECIPIENT agrees to complete services and/or provide required deliverables through the date of termination.
5. **Material Breach.** CalOSBA will assess each recipient based on achievements against Program goals and each recipient's respective scope of work. CalOSBA reserves the right to terminate the agreement in the case of a material breach. A material breach for the purposes of the Program may include, but shall not be limited to:
 - a. Failure to comply with established Program deadlines including failure to file timely reports.
 - b. Noncompliance with metric reporting requirements.
 - c. Noncompliance with narrative reporting requirements.
 - d. Noncompliance with financial reporting or record-keeping requirements.
 - e. Noncompliance in carrying out the scope of work established in the agreement.
 - f. Failure to communicate with CalOSBA in a timely manner.
 - g. Failure to spend funds in a timely manner, in accordance with the grant agreement.
 - h. Termination of the Recipient's agreement with the Small Business Administration

In the event of termination, the state is obligated to compensate the RECIPIENT only for all allowable and unavoidable expenses reasonably incurred by the RECIPIENT in the performance of its work under the agreement as of the effective date of the terminating event or otherwise agreed period to allow project closeout activities, as determined appropriate by CalOSBA. In addition, if a RECIPIENT has received notification from its federal or private funding partner that its cooperative agreement is scheduled for termination or that its operations are placed under a probationary status, the recipient must notify the Office of Small Business Advocate via email at SBTAEP@gobiz.ca.gov within 48 hours. Failure to notify the Office of Small Business Advocate may impact future eligibility.

6. **Waiver**. The waiver by one party of any breach of any term or condition of this AGREEMENT shall not be construed as a waiver of any other obligation by a party to perform pursuant to the terms and conditions of this AGREEMENT. Nor shall said waiver be construed as a continuing waiver of the original breach.
7. **Assignment**. No part of this AGREEMENT may be assigned by either party without the prior written consent of both parties.
8. **Amendments**. No part of this AGREEMENT shall be modified without the express written consent of both parties.
9. **Compensation**. The RECIPIENT is entitled to the compensation as set forth in Exhibit B for the Term of Agreement.
10. **Allowable Costs and Fees**. Allowable costs and fees eligible for reimbursement to the RECIPIENT for performance of this AGREEMENT must be in accordance with the 2022/23 Program Announcement and budget outlined in the AGREEMENT, including the attached exhibits.
11. **State-Matching Funds Requirement**. RECIPIENT shall provide the total SBA Matching Funds and documentation thereof, as identified in Exhibit C (Certification of SBA Cash Match). In addition, RECIPIENT shall demonstrate a cumulative 1:1 ratio with Award and SBA Matching Fund spending by the end of the second quarter.
12. **Invoicing and Reporting Requirements**. RECIPIENT must provide the required reports to CalOSBA by the established deadlines in Exhibit B. CalOSBA will provide RECIPIENT with reporting and invoicing portal instructions by January 31, 2023.
 - a. **Reporting Requirements**. RECIPIENT must electronically submit performance reports quarterly during the 2022/23 Period of Performance. Quarterly performance reports are due within forty-five (45) calendar days after the completion of the quarter and within sixty (60) calendar days of the last quarter. Performance reports must address RECIPIENT'S progress towards meeting the major activities, objectives, and performance goals from the approved proposal in a brief narrative. These Reports must be a summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis. Furthermore, these Reports must justify the invoiced expenditures.
 - b. **Invoicing Requirements**. RECIPIENT must electronically submit a quarterly invoice to CalOSBA within forty-five (45) calendar days after the completion of the first three quarters and within sixty (60) calendar days of the completion of the fourth and final quarter of the 2022/23 program period. CalOSBA will not process any payment request submitted more than ninety (90) calendar days after the end of the specified quarter.

Data reporting performance goals/measurements are collected through the CalOSBA Grantee Portal. Data integrity and the verification and validation of performance results are a CalOSBA priority, and also provide the validation of the quality and impact of the program. RECIPIENT is obligated to meet, at minimum, once a quarter with CalOSBA staff to share performance progress, and discuss any barriers or opportunities including shared best practices.

13. **Payment.** CalOSBA, on behalf of GO-Biz, agrees to pay approved invoices within forty-five (45) calendar days of receipt. In no event shall the RECIPIENT request reimbursement from GO-Biz for obligations entered into or for costs incurred prior to the commencement date or after the expiration date of this AGREEMENT. Invoices shall be paid upon satisfactory completion of AGREEMENT work and submittal of all reports required in this AGREEMENT as described in the AGREEMENT and the Exhibits. "Satisfactory completion" as used in this AGREEMENT means that the RECIPIENT has complied with all terms, conditions, and performance requirements of this AGREEMENT. All Award and SBA Matching Funds shall be used solely for the purpose of performing the work as set forth in this AGREEMENT and Exhibit B.

14. **Third-party contracts.** RECIPIENT acknowledges that additional third-party contracts related to the performance and duties of this Agreement, in which RECIPIENT seeks to enter, beyond the scope of the original approved budget, must be approved by CalOSBA prior to execution.

15. **Publicity and Acknowledgement.** The RECIPIENT is required to include the following logo (Exhibit A) and disclosure on all materials produced in whole or in part with Project Funds:

- a. "Funded in part through a Grant from the California Office of the Small Business Advocate."

Materials that include editorial content must include the following alternate acknowledgement:

- b. "Funded in part through a Grant from the California Office of the Small Business Advocate. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the Governor's Office of Business and Economic Development."

The CalOSBA logo may be placed in close proximity to the Recipient's logo or placed in a prominent location elsewhere on the material. The CalOSBA logo may not be placed in close proximity to any third party logo, or used in such a way as to imply that a relationship exists between CalOSBA and any third party. Any use of the CalOSBA logo must be accompanied by one of the above disclosure statements within reasonable proximity to the logo.

Neither the CalOSBA logo nor the acknowledgement statement may be used in connection with activities outside the scope of work. Similarly, the CalOSBA logo and acknowledgement statement

may not be used on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. The CalOSBA logo and acknowledgement statement may not be used on social media sites without CalOSBA's prior written approval.

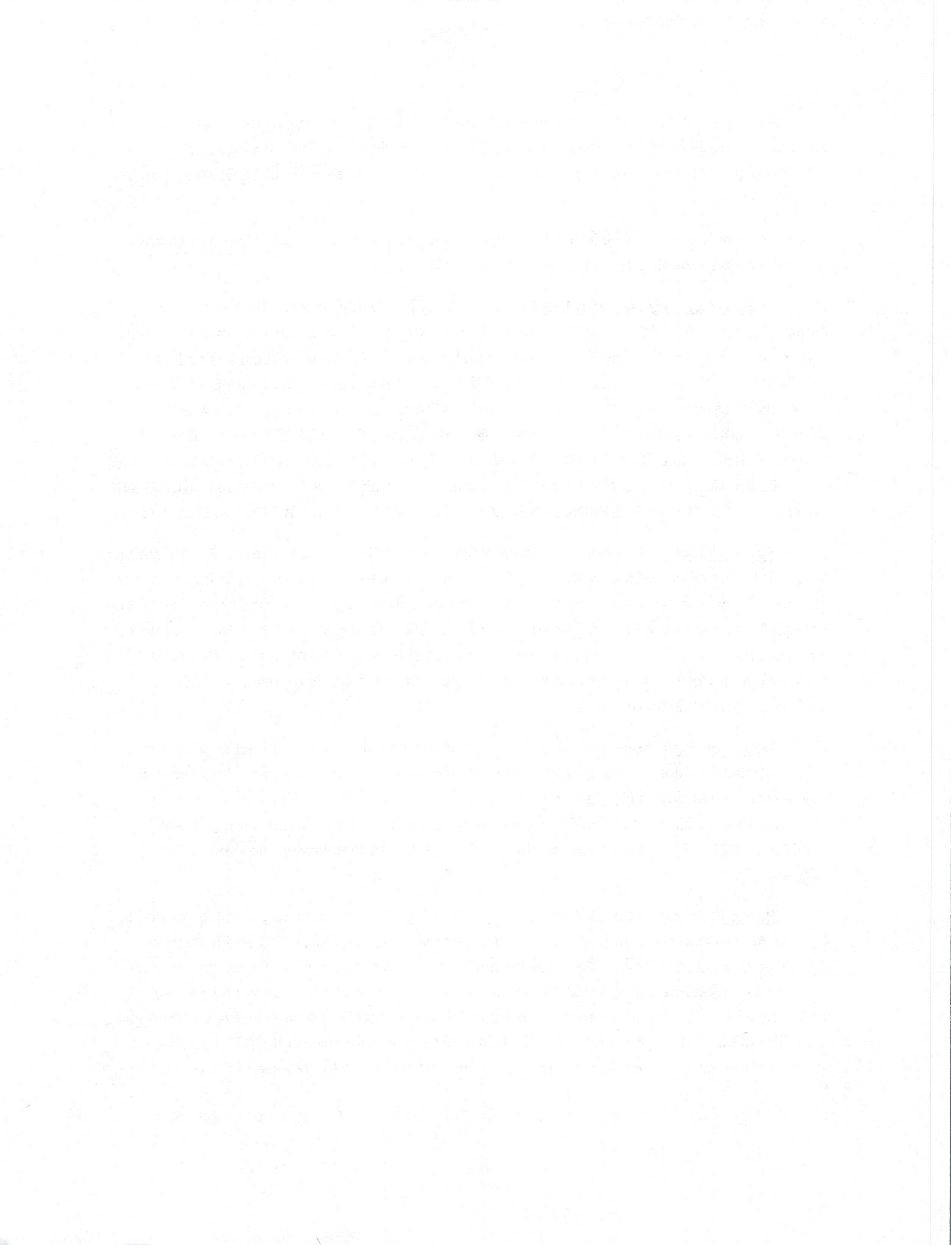
Failure to comply with the publicity and acknowledgement constitutes poor performance and may affect future funding opportunities from CalOSBA.

16. **Indemnification/Warranty Disclaimer/Limitation of Liability.** RECIPIENT shall defend, indemnify and hold CalOSBA and the State of California, its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from RECIPIENT'S or its agents' or assigns' breach of this AGREEMENT, or the result of RECIPIENT'S or its agents' or assigns' willful misconduct or gross negligence in connection with this AGREEMENT. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, CALOSBA, ITS AGENTS OR EMPLOYEES, BE LIABLE TO RECIPIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT, UNLESS CALOSBA ENGAGES IN WILLFUL MISCONDUCT OR IS GROSSLY NEGLIGENT IN CONNECTION WITH THIS AGREEMENT.

17. **Force Majeure.** If by reason of force majeure the RECIPIENT's performance of obligations pursuant to this AGREEMENT are delayed, hampered or prevented, then the performance by the RECIPIENT 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 RECIPIENT's control which would excuse the RECIPIENT's performance as a matter of law.

18. **Notice of Force Majeure.** RECIPIENT agrees to give CalOSBA written notice of an event of force majeure under this Paragraph within ten (10) calendar days of the commencement of such event and within ten (10) calendar days after the termination of such event, unless the Force Majeure prohibits RECIPIENT from reasonably giving notice within this period, in which case, RECIPIENT will give such notice at the earliest possible time following the event of Force Majeure.

19. **Public Records.** RECIPIENT acknowledges that CalOSBA is subject to the California Public Records Act (PRA) (Government Code section 6250 et seq.). This AGREEMENT and materials submitted by RECIPIENT to CalOSBA may be subject to a PRA request, except in the event that such documents submitted to CalOSBA are considered confidential information and exempt under the PRA. In the event records of the RECIPIENT are requested through a PRA, CalOSBA will notify the RECIPIENT as soon as practicable that a PRA request for the RECIPIENT's information has been received, but not less than five (5) business days prior to the release of the requested



information to allow the RECIPIENT to seek an injunction. CalOSBA will work in good faith with the RECIPIENT to protect the information to the extent an exemption is provided by law.

20. **Nondiscrimination.** RECIPIENT 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, religion/creed, sex/gender (including pregnancy, childbirth, breastfeeding or related medical condition), sexual orientation or gender identity/expression, ancestry/national origin, age (40 or older), marital status, disability (mental and physical), medical condition, genetic information, military or veteran status.

21. **Retention of Records.** RECIPIENT agrees to maintain and preserve all records related to this AGREEMENT for three (3) years after the end of the AGREEMENT or after AGREEMENT termination.

22. **Audit.** The books and accounts, files, and other records of the RECIPIENT, which are applicable to this AGREEMENT, shall be available for inspection, review, and audit during normal business hours by CalOSBA and its representatives to verify performance metrics and determine the proper application and use of all funds paid to or for the account or benefit of the RECIPIENT. RECIPIENT agrees that CalOSBA may request that the applicant provide details relating to the source and amount of nonstate local match funds. The center, not GO-Biz or CalOSBA, will retain possession and control of any and all reporting materials and backup documentation and will make them available to CalOSBA for inspection and audit upon request so that CalOSBA can verify that both the center and any subrecipients have complied with the grant program's terms and conditions, and have executed the contracts and effectuated the program consistent with the statutory goals of the program.

23. **Severability.** Should any part, term, or provision of this AGREEMENT 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 AGREEMENT. Any and all other terms of this AGREEMENT shall remain in full force and effect.

24. **Applicable Law and Consent to Jurisdiction.** This AGREEMENT will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

25. **Attorneys' Fees.** In the event of any litigation between the parties concerning the terms and provisions of this AGREEMENT, the party prevailing in such dispute shall be entitled to collect

from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

26. **Interpretation.** Each party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each party and its counsel, if appropriate, have participated fully in the review and revision of this AGREEMENT. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this AGREEMENT. The language in this AGREEMENT shall be interpreted as to its fair meaning and not strictly for or against any party.

27. **Days.** Any reference to days in this AGREEMENT, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.

28. **Notices.** Any notices required or permitted to be given under this AGREEMENT shall be given in writing and shall be delivered (a) in person, (b) by certified mail, (c) by facsimile with confirmed receipt required, (d) by electronic communication with confirmed receipt required, or (e) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as set forth below, or as the applicable party shall specify to the other party in writing.

29. **Representation on Authority of Parties/Signatories.** Each person signing this AGREEMENT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this AGREEMENT. Each Party represents and warrants to the other that the execution and delivery of the AGREEMENT and the performance of such Party's obligations hereunder have been duly authorized and that the AGREEMENT is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

30. **Entire Agreement.** This AGREEMENT, including any referenced attachments, exhibits, appendices and references, constitutes the entire AGREEMENT and supersedes any other written or oral representations, statements negotiations, or agreements with respect to the Award described herein.

31. **Contents and Order of Precedence.** Included in this AGREEMENT are the following exhibits and all exhibits are hereby incorporated by reference into this AGREEMENT:

- a. Exhibit A – California Office of the Small Business Advocate Logo
- b. Exhibit B – Scope of Work, Performance Metrics, and Budget
- c. Exhibit C – SBA Cash Match Certification
- d. Exhibit D - 2022/23 Program Announcement
- e. Exhibit E – Change Order Request Form - Instructions

Exhibit A – California Office of the Small Business Advocate Logo



Click here to download CalOSBA GO-Biz Logos: [CalOSBA GO-Biz Toolkit](#)

END EXHIBIT A

Exhibit B – Scope of Work, Performance Metrics, and Budget

This establishes the annual Capital Infusion Program scope of work and performance metrics for each grant recipient during the 2022/23 GO-Biz Capital Infusion Program.



Capital Infusion Program FY 2022-2023

Application Full Report

2022-23 Application Period

Program Performance Period: October 1, 2022 – September 30, 2023

General Info	
Application ID:	234
Application Type:	Capital Infusion Program
Status:	Awarded
Lead Organization Type:	OC IE SBDC
Is this a network wide proposal?	Yes
Address Line 1:	800 N. State College Blvd.
Address Line 2:	SGMH-4157
City:	Fullerton
State:	California
Zip Code:	92831

Authorized Representative	
Last Name, First Name:	Kissel, Charles D.
Email:	ckissel@fullerton.edu
Organization:	CSU Fullerton Auxiliary Services Corporation
Title:	Executive Director
Phone Number:	(657) 278-4100

Fiscal Authority	
Legal Host Name:	CSU Fullerton Auxiliary Services Corporation
Address Line 1:	1121 N. State College Blvd.
Address Line 2:	
City:	Fullerton
State:	California
Zip Code:	92831

Proposal

Center Name: Orange County Inland Empire Small Business Development Center

Center Director: Mike Daniel

Center Email: midaniel@fullerton.edu

Center Email: (657) 278-5168

Center Location: 800 N. State College Blvd. SGMH-4157, Fullerton, CA 92831

Geographic Area of Service: Orange, Riverside, San Bernardino

Assembly District(s): 40, 42, 47, 52, 55, 56, 60, 61, 65, 67, 68, 69, 72, 73, 74

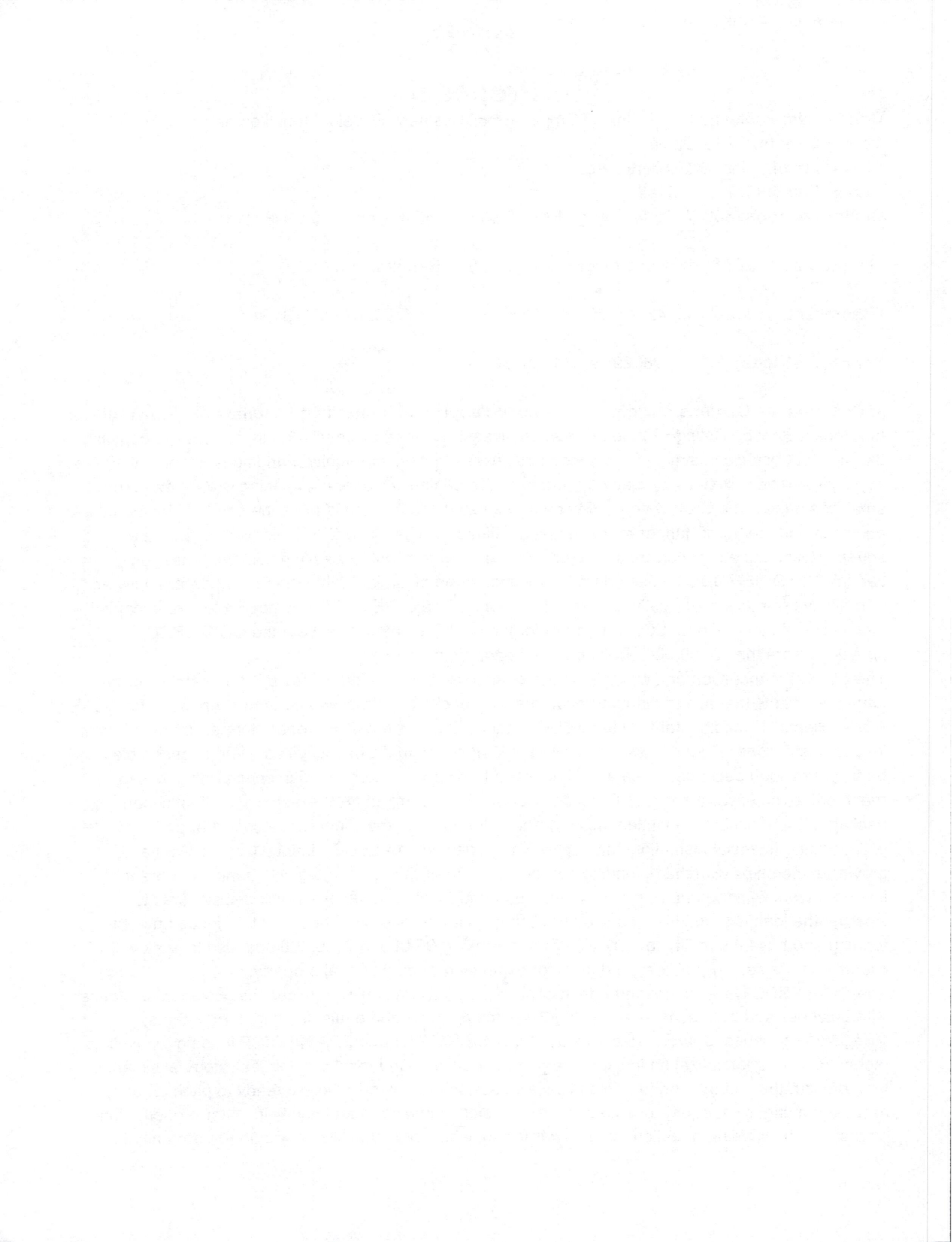
Senate District(s): 20, 23, 28, 29, 31, 34, 36, 37

1. Describe the Center's current and proposed approach to providing capital infusion services.

In a recent Babson College "State of Small Business" report, they concluded that access to capital is the biggest obstacle in starting or growing businesses in any community. Funding is either limited, expensive or non-existent for many current or future business owners. Financing is an area many small business owners know very little about, the network's mission is to be the conduit between the business and the "right" funder for each unique situation. The OCIE SBDC Network has created several options to assist current and future business owners with accessing this much-needed capital. The OCIE SBDC focuses on three distinct forms of capital within the region: debt, equity and non-dilutive or more specifically, SBIR/STTR awards. The OCIE SBDC has been a leader in capital infusion within the national SBDC program for the past five years. Last year the OCIE SBDC amassed more than \$350,000,000 in both debt and equity capital.

The SBDC Finance Centers, which are positioned in each of the four core SBDC centers, employs loan consultants that assist clients through the loan packaging process and then shop loans for OC/IE SBDC clients. The consultants in the SBDC Finance Centers are all current or former underwriters in lending institutions. The process starts with the loan consultant working with a client to assemble a bank worthy loan package. Once a loan package has been created the loan specialist's job is to reach out to the several banks, CDFI's and non-profits that might be interested in a client's loan package. The business consultant actively shops the loan for the client with a core group of collaborating financial institutions that actively engage with the SBDC Finance Center. We have grown partnerships with these funding sources and rather than partnering with banks at a branch level, we work with the decision makers and loan underwriters to receive quick decisions as to whether the loan is bankable – saving our clients' time and energy. These centers focus on debt funding and have the ability to work with clients seeking \$5,000 to \$150,000 and also to work with clients that are seeking millions of dollars for expansion or commercial property.

The OCIE SBDC Network has three tech centers that have specialty services that include assistance with business and marketing strategy, funding/pitching, debt and equity funding, term sheets, hiring/staffing issues, board of directors/advisors, SBIR/STTR and FDA/NIH/NSF funding, as well as technology commercialization including regulatory pathway and reimbursement strategy assistance. In particular, the centers conduct Pitch Review sessions for clients who are ready to pitch to, or request funding from, equity investors. These sessions simulate a real equity investor presentation environment, including question and answer forum, which provides clients with the opportunity to



practice and refine their pitch. The centers also provide training events on pitch prep, debt and equity funding, and SBIR/STTR funding.

Access to venture capital is a huge need in the OCIE SBDC region and the network utilizes its tech centers, to evaluate companies on four readiness factors (i.e., market opportunity, product viability, commercialization plans, and team capacity). Second, an 8- to 10-member panel of volunteer, industry-specific subject matter experts evaluate the company's business plan on 25 to 30 metrics that are essential for startup success. Third, companies receive dashboards evaluating their relative position against other companies (funded and unfunded) in their sector based on five metrics (i.e., market opportunity, investment opportunity, technical solution, management team, and business plan). Next, companies receive the expert consulting and support they need to address any barriers to success and to become investment-ready. Finally, the SBDC makes introductions to potential investors and sources of capital infusion that will support the company's growth and create jobs. The OCIE SBDC network partners with all three counties (Orange, Riverside and San Bernardino) and many of the cities within those counties on grant and loan funds. The network is currently assisting sixteen cities within Orange County and San Bernardino with funding that has been allocated directly to small businesses within each community. The network Lead center has taken on the administration of these programs including, creating the guidelines, formulating and accepting the application, document collection and assistance. The total amount of funding between all of the cities and the three counties equates to more than \$50,000,000. With new American Rescue Plan funding being awarded to these same cities and counties, the SBDC is being asked to create new loan and grant programs to administer and push out to the small business communities in the region.

2. 5. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.

The OCIE SBDC Network utilizes its resources to create new relationships and partnerships that bring the network clients, potential funding opportunities and new resources. For debt funding, the network has built several key relationships over the past several years of its operation. The role of the SBDC Finance Centers is to understand all lending resources in the region and understand what their credit box is and what type of clients they are looking to fund. The Finance Center works with more than 100+ lenders and understands who will fund start-ups versus existing business and who does micro loans versus commercial property loans. Some of the partners that the center works with include, CALED in their new statewide revolving loan fund. We have the first funding recipient in the program, which is a container park in Long Beach where eight food-based businesses all started. The network partners with the Jewish Free Loan Association, Opportunity Fund, Accion and other micro-loan programs in assisting our clients with sourcing small dollar loans that are for harder to fund clients. The County of Riverside partners with the network on their \$2mm EDA Revolving Loan Fund. Other lenders that the network works with include; Veteran Launch, Kiva and many others that offer competitive rates and fund businesses that would not traditionally be fundable. There are many banking and lending institutions such as Chase, Wells Fargo, Union Bank and others that send the OCIE SBDC their clients, when those larger lenders are unable to fund them directly.

Equity capital and creating partnerships and bringing investment into the region is a major platform for the OCIE SBDC network. The OCIE SBDC network has three centers that have their own venture fund (OCTANe Visionary Fund, COVE Fund and Highlander Fund), along with the ability to bring angel and VC funding to the region. The network has established partnerships with service companies and professional organizations to offer our clients expanded resources for generating

growth and the success of their small businesses. These partnerships include the Greater Irvine Chamber of Commerce, Hispanic Chamber of Commerce, OCRA – Orange County Regulatory Affairs Discussion Group, OC Startup Council, Device Alliance, Troutman Sanders, Pivotal Law Group, Stradling, and Wilson Sonsini. With a large focus on medical device and medical technology, the network partners with companies such as Knobbe Martens, Allergan, Edwards Lifesciences, Microsemi, RSM, DevicePharm, Deloitte, Experian, K&L Gates, Medtronic and many others to bring expertise, capital and relevance to the SBDC clients. Cascading goals to these partners and providing reciprocal referrals strengthens the ecosystem and connects small business clients to service providers, strategic and industry partnerships, as well as opportunities for funding and capital infusion.

The OCIE SBDC network has built relationships with all three counties, Orange, Riverside and San Bernardino, which are three of the most populous counties in the country. The network has created relationships with Federal, State and local legislators and often partners with elected officials on programming and training events. Working directly with many of the 96+ cities and unincorporated areas within the service territory has allowed the OCIE SBDC network to have a much larger presence within the community. The network has recently rolled out several grants, in partnership with many of these cities and with the County of Orange, Riverside and San Bernardino. This has led to additional programming and local funding for the SBDC program. The network often holds town hall meetings or speaks about specific relevant small business topics with state and Federal officials. The network works directly with the Small Business Administration (SBA) and Governor's Office of Business and Economic Development (GO-Biz) in implementing programming, training and leveraging partnerships that assist small business owners throughout the region.

3. Describe the Center's screening process and how consulting services are rendered (e.g. what is the first touch point for the new client, and how is the client matched with an advisor)

The Orange County Inland Empire SBDC Network has created a call center that services the entire OCIE SBDC Network. Potential clients either call into the call center directly or fill out a request for consulting through Neoserra, the network's CRM program. Clients are vetted by the call center team with an initial 15-minute consultation and are assigned a center and consultant that best fits the client's needs. Clients also have the ability to enter directly into a center or see a specific consultant, if they attended a workshop or were referred by a partner. The call center receives between 1,000 – 2,000 calls per month and

Request for Service: Becoming a Client Once a small business owner or entrepreneur has had an initial meeting with a call center consultant, they will fill out a consulting request form and are assigned a SBDC consultant. The preferred method for clients to complete Form 641 is through the call center during their intake introduction, which captures an electronic signature and is then entered into Neoserra. The call center allows for a better customer service experience and allows the client to understand the SBDC program and addresses any questions or concerns they may have. It also gives the SBDC a chance to learn about the client and pair them with the most appropriate consultant for the client's needs.

Outcomes Driven Consulting Process In order to accomplish goals of increasing client's management capability and enhanced business performance, services are provided utilizing an outcome based consulting process. Rather than focusing solely on consulting hours as a measure of effectiveness, the outcome based process focuses on achieving outcomes. In this process, a client's needs are identified and a scope of work developed to meet those needs, which results in the accomplishment

of relevant milestones. If the finance consultants feel that there is a possibility of accessing capital for the client then they move forward with the process.

Once the consultant and client are in agreement regarding the clients' needs and the consulting engagement, a scope of work for the client needs to be developed. This Scope of work is created no later than the second consulting sessions. The Scope of work for the finance team determines the following:

- Areas of service that the OCIE SBDC will assist the client with which include creating a loan package, lender matchmaking, financial statement analysis and assessment and understanding of accessible capital based on the assessment of the client.
- Expected Outcome of the consulting engagement: outline what will be the final product or outcome of this consulting engagement: which milestones should be achieved and what can the client expect at the end of the engagement. For the finance team and tech center teams this should be a loan, angel or venture capital investment or federal, state or local grants or loans.
- Consultant's responsibilities: will outline steps or activities consultants will undertake during the engagement to help the client solve the issues and problems and accomplish the milestones identified
- Client's responsibilities: Outline tasks the client is expected to perform during the engagement: information the client needs to provide; training recommended for the client to attend; and type of support, cooperation, and assistance needed from the client.
- Length of Engagement: outline how long the various steps involved in the engagement will likely take to complete.

Managing the Engagement The OCIE SBDC consultant and team will manage the overall engagement and the continuous interaction with the client. The consultant will make recommendations throughout the engagement and assist the client through the process and will follow up regularly to see whether the client has made progress towards implementation. Interactions between the client and the consultant are tracked within Neoserra with appropriate and complete session activity entered for each interaction with the client and daily activity on work for the client, and with milestones being achieved.

Outcomes Driven Consulting Process In order to accomplish goals for the client and the SBDC, services are provided utilizing an outcome based consulting process. Rather than focusing solely on consulting hours as a measure of effectiveness, the outcome based process focuses on achieving outcomes. In this process, a client's needs are identified and a scope of work developed to meet those needs, which results in the accomplishment of relevant milestones. Once the client has reached their milestones that have been set, a new assessment of the client and scope of work will be created to continue with assisting the client and their business.

Total Unique Clients Consulted: 750

Total New Clients Consulted: 400

Total Dollar Amount of Loans: \$7,500,000

Total Dollar Amount of Equity (to include private investments): \$20,000,000

**Total Dollar Amount of Additional Funds Raised (non-dilutive, funding, grants, etc.):
\$1,000,000**

Total Budget Request: \$519,300

Total Budget Request (all centers): \$519,300

The total budget request must not exceed federal or private award share.

Exhibit C - Certification of SBA Cash Match

This establishes the annual SBA Cash Match for the grant recipient during the 2022/23 GO-Biz Capital Infusion Program.

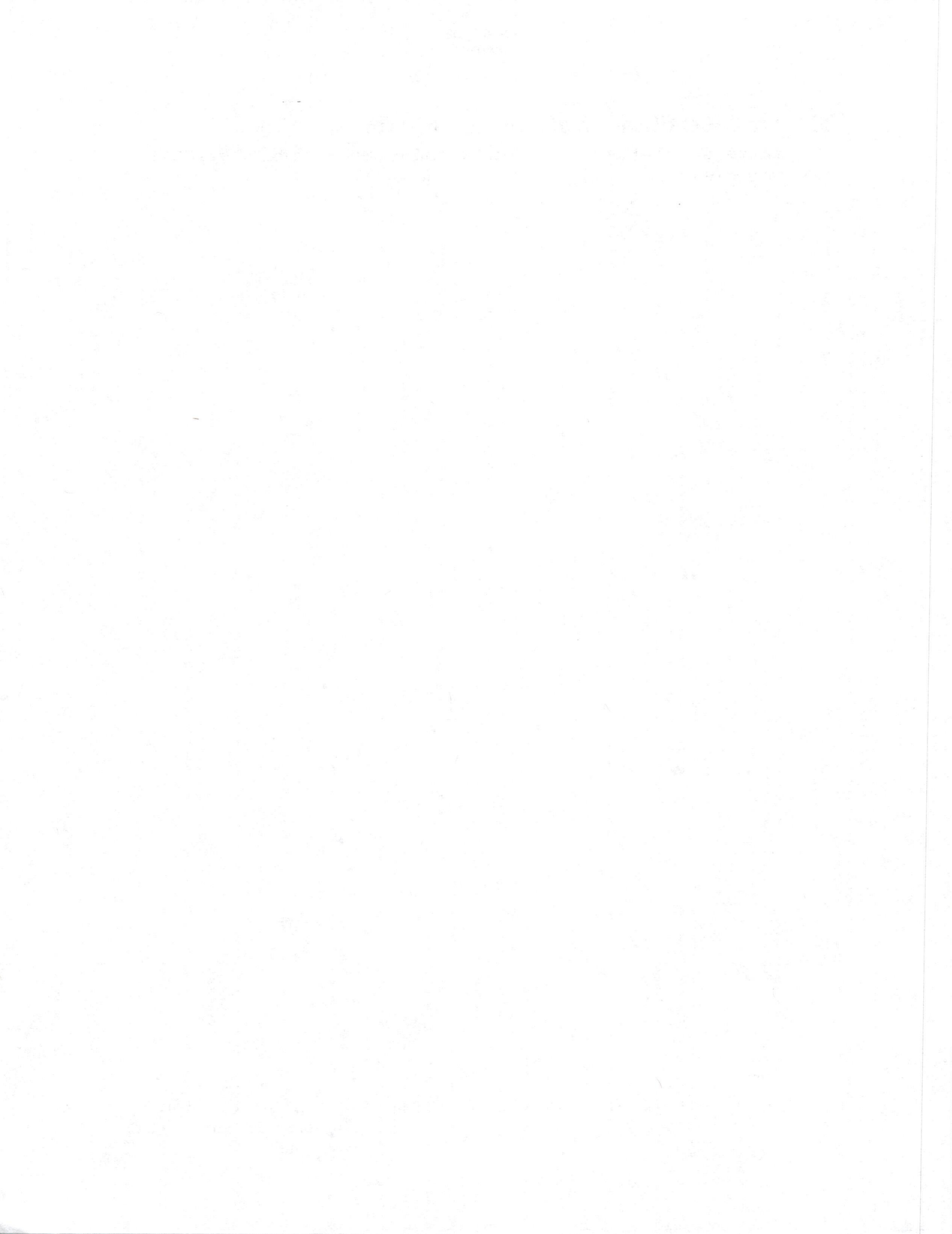


Exhibit C

Capital Infusion Program CERTIFICATION OF SBA CASH MATCH Grant Period: 10/1/2022 through 9/30/2023

Name of Host Organization: CSU Fullerton Auxiliary Services Corporation	Street Address: 1121 N. State College Blvd., Fullerton, CA 92831
Name of Lead Center: Orange County Inland Empire Small Business Development Center	City, State and Zip 800 N. State College Blvd., SGMH-4157, Fullerton, CA 92831

SBA CASH MATCH


As the duly authorized Officer/Representative of the Lead Center described above, I hereby certify that the CIP program budget for the grant period indicated above will contain actual cash match dollars in the amount of \$ 519,300 from the U.S. Small Business Administration.

MID-YEAR AND YEAR-END MATCH

As the duly authorized Officer/Representative of the Lead Center described above, I hereby certify that the spenddown of the CalOSBA grant and SBA cash match dollars will reflect a cumulative 1:1 ratio at the mid-year and year-end of the grant period for each grantee in the Lead Center Applicant's region.

MID-YEAR AND YEAR-END UNDERMATCH CONDITIONS

If the Lead Center is under-matched at the mid-year or year-end of the grant period, I understand that the Lead Center will not be eligible to receive CalOSBA reimbursement payments for the remainder of the grant period, and possibly for subsequent grant periods as well.

SIGNED: 
 Authorized Representative/Officer
 TITLE: Regional Director, OCIE SBDC
 DATE: 08-04-2022


SIGNED: 
 Authorized Representative/Financial
 TITLE: Executive Director, CSU Fullerton Auxiliary Services Corporation
 DATE: 11 Aug 22

Exhibit D – 2022-23 Program Announcement



California Office of Small Business Advocate

Governor Gavin Newsom's Office of Business and Economic Development

2022-23 Capital Infusion Program

A grant program for federally awarded Small Business Development Centers (SBDC)

Program Announcement

Opportunity Number: CACIP2022

Total Program Funding: \$3,000,000

Released:

July 22, 2022

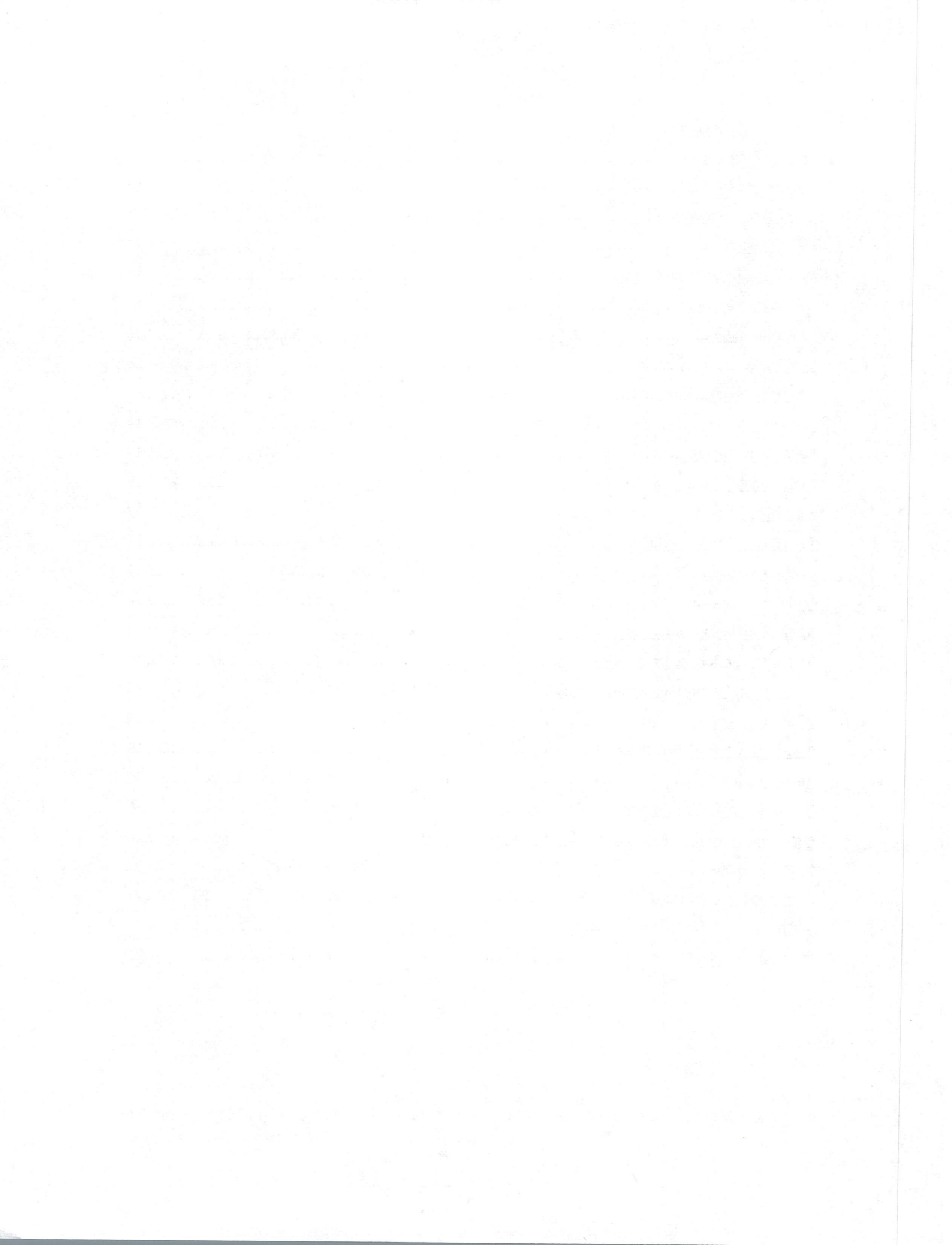
Proposals due:

By 11:59:59 PM PST on August 16, 2022

Proposals submitted after the stipulated deadline will be rejected without being evaluated with no exceptions. Please make every effort to submit at least 48 hours in advance in case you experience technical difficulties.

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About the Program

Overview

The California Small Business Technical Assistance Expansion Program (SB TAEP or Program) was created in 2018 to expand the capacity of federal small business technical assistance programs in California. The Program was enacted in Government Code Section 12100.60-12100.69. The California Office of Small Business Advocate (CalOSBA) at the Governor's Office of Business and Economic Development (GO-Biz) is charged with implementing and administering the Program.

\$3 million is provided each year for Small Business Development Centers' local cash match funding.

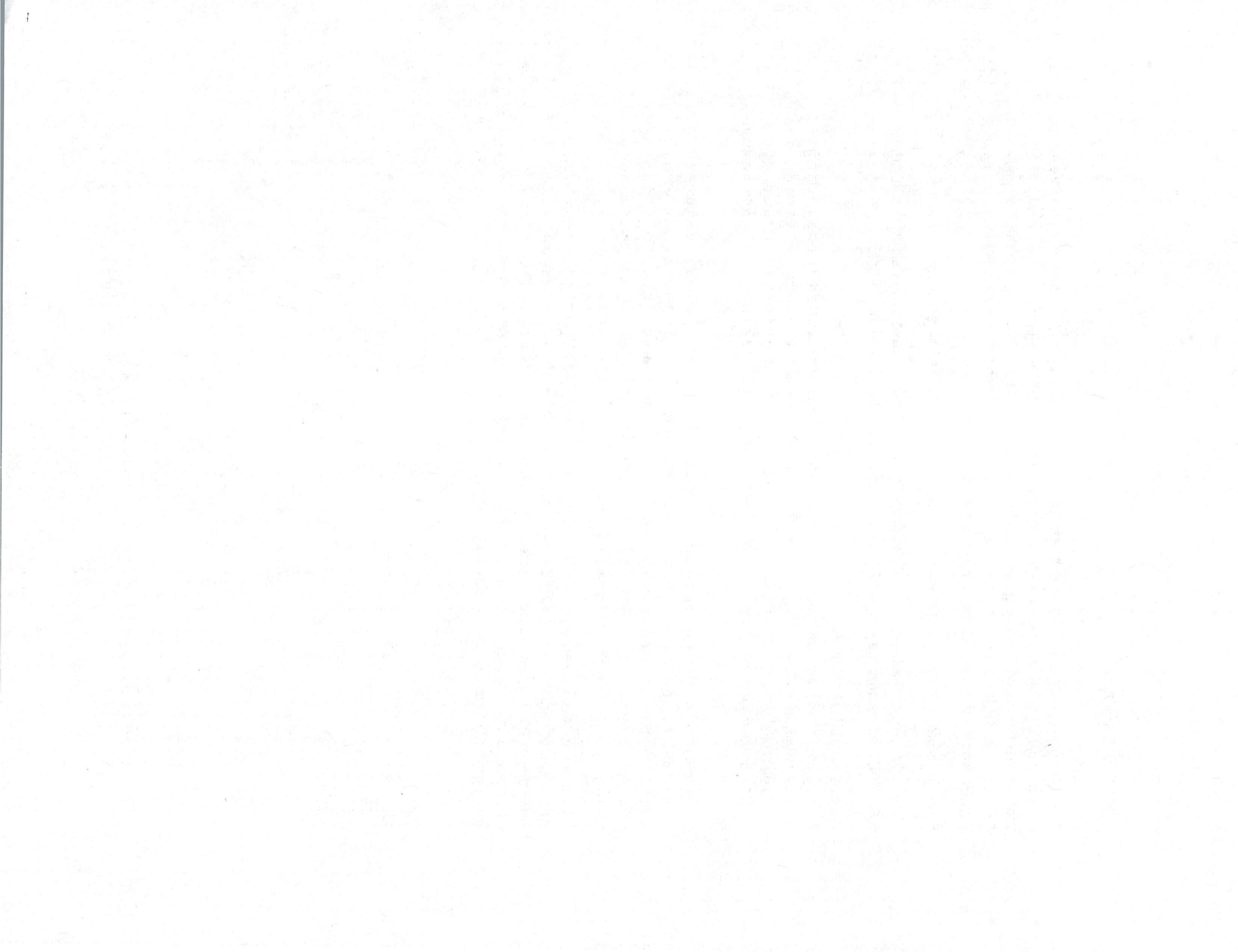
CIP is only open to the five Small Business Development Center Networks in California. Only the five SBDC lead centers may apply. CIP is not a grant program for small businesses.

Purpose and Background

The purpose of this grant is to help small businesses and entrepreneurs navigate the financing landscape and successfully access the funding they need to operate and/or expand their businesses. Challenges in accessing capital remain a barrier to growth for the state's small business base. Funding for the program is made available through the State of California, and the CalOSBA at GO-Biz is responsible for administration of the grant.

This grant announcement (Announcement) is to invite proposals from a Small Business Development Center (SBDC) Network Lead Center in the State of California to assist small businesses and entrepreneurs to obtain access to capital to fund business consulting services. Applications from Lead Centers should include subcenter funding proposals and be submitted as one consolidated application per SBDC region. Only applications that are submitted by SBDC Lead Centers will be considered for funding.

SBDC grantees should leverage their state funding to draw down SBA funds and work in conjunction with other resource partners such as SCORE, Women's Business Centers, Veteran Business Outreach Centers, Procurement Technical Assistance Centers, minority business programs and institutions of higher education, private organizations, chambers of commerce, trade and industry groups and associations that are committed to the growth and success of small business.



Definitions

Definitions that pertain to this Program Announcement are provided below.

- “Applicant” means a Lead Center or subcenter in the Small Business Development Center Network.
- “Capital infusion” means the acquisition of funding for business operations and growth, including SBA loans¹; non-SBA loans; government grants, reimbursements, and tax credits; nontraditional lending; and non-owner equity investment. Owner equity is excluded from the Program.
- “Capital infusion business consulting” Includes SBDC personnel or third-party individuals hired to provide consulting to businesses on credit readiness, planning for growth, growth acceleration, applying for a loan and obtaining equity investments. Consulting includes all work with a client, whether a startup or existing business, that may lead to a loan or equity event. This includes client-specific credit consulting, financial education and related consulting subject matter, such as marketing, job creation and use of technology as long as the consulting scope of work is connected to an overall capital infusion goal. So long as the client is making steady improvements in their business that would make the client more bankable/investable, all consulting for these clients is allowable for reimbursement.
- “Capital infusion milestone” means loan or equity events that have occurred as part of the Program, which are fully documented and verifiable with the participating lender or investor. Documentation must identify the client names and the lender/investor names. **Capital infusion milestones must be reported in the quarter when verification was provided by the client (as opposed to when the funds were generated).**² Acceptable forms of milestone documentation include:
 - An official loan agreement or investment agreement.
 - A document directly originating from the lender or investor attesting to the commitment of funds or completed loan or investment. For venture capital infusion milestones, a screen shot of an online third-party data source, such as Socaltech or Crunchbase, that identifies the total venture capital investment.³
 - For crowdfunding capital infusion milestones, a screen shot that identifies the total amount generated from a crowdfunding campaign.
- “Center” means a Lead Center or subcenter in the SBDC Network.

¹ GO-Biz will accept the entirety of a 504 Loan capital infusion milestone when accomplished through the Program. GO-Biz understands that a minimum 10% of the loan package is comprised of owner investment, however, since the investment is included as part of the total credit memorandum, GO-Biz will count the entirety of the 504 milestone as applicable to the Program.

² Milestones that are verified beyond 60 days of the grant year will not be allowed. Milestones generated in one grant year cannot be counted in a subsequent grant year. If a milestone is generated in the fourth quarter, it may be reported in that quarter if verification is provided up to 60 days after the specified grant year. If verification is provided after the annual report is submitted, a revised report template must be submitted to GO-Biz.

³ When conducting program reviews, GO-Biz will directly contact the business owner to verify venture capital infusion milestones.

Webinar – Application Tutorial

Immediately following the 1:00 PM TAP webinar. Note: This webinar is in tandem with the small business technical assistance pre-bid webinar. Only SBDC Leads will remain on the webinar. Full webinar for the TAP and CIP programs begins at 1:00 PM PDT.

[Click Here for the Zoom Webinar Registration](#)

Dates and Deadlines

July 22, 2022	Program Announcement Release
July 27, 2022	Pre-Bid Webinar at 1:00 PM PDT – Immediately following TAP webinar Please submit questions in advance of webinar to sbtaep@gobiz.ca.gov
August 16, 2022	Grant application deadline (must submit online by 11:59:59 PM PDT)
August 16 – September 3, 2022	Proposal review
September 9-10, 2022	Grant Awards Announced
October 1, 2022	Grant program begins
September 30, 2023	Grant program ends

Award Information

Funding

GO-Biz expects to issue \$3 million in grant awards in 2022-23. Grant awards will be distributed to the five (5) regional SBDC Networks that operate in California based on a pro rata state population share, as used by the U.S. Small Business Administration. For the 2022-23 fiscal year, the population share distribution is as follows:

Region	Population Share (%)	Funding Amount
Northern CA	33.63%	\$1,008,900
Central CA	11.68%	\$338,244
Los Angeles	29.01%	\$870,300
Orange County/Inland Empire	17.31%	\$519,300
San Diego/Imperial Valley	8.37%	\$251,100

Applicants may submit a proposal for an amount up to the set award amount for their respective region.

Period of Performance

Awards will be made for a one-year period of performance. The grant will fund allowable services over a twelve-month period, from October 1, 2022 through September 30, 2023.

Funding Information

Funds provided under the Program must be used solely for the purposes stipulated in this Announcement and subsequently in the Agreement between GO-Biz and the Lead Center. All costs incurred under the Program must meet the tests of reasonableness, allowability and allocability in accordance with the Program's allowable costs and grant agreement terms. Indirect costs may not be claimed as part of the proposal budget.

Funding Instrument

The funding instrument is a grant agreement. The Lead Center may subcontract funds to participating subcenters and entities that have formal agreements with the Lead Center to provide consulting services.

Matching Requirement

Awards require a 1:1 match of SBA funds. For each grantee, the spenddown of the GO-Biz grant and SBA funds must reflect a cumulative 1:1 ratio at the end of the second quarter (mid-year) and the fourth quarter (year-end).

Lead Centers will be required to complete a Certification of SBA Cash Match. This certification consists of a separate form that requires authorized representatives from the Lead Center and fiscal host to certify the total amount of SBA cash match dollars that all grantees from the region will spend to carry out the Program. This amount will be equal to the total grant award for the region.

If the GO-Biz grant amount changes as a result of a budget amendment, a revised Certification of SBA Cash Match will be prepared and attached to the amendment for concurrent signature.

Eligible Applicants

Applications may only be submitted by SBDC Lead Centers as one consolidated application per SBDC region.

Technical Proposal Evaluation

GO-Biz will review the applications and assess the proposal's approach to delivery of services and accompanying milestones. GO-Biz may ask Applicants for clarification of the technical aspects of their proposals.

GO-Biz Oversight

GO-Biz has the right to conduct a programmatic and financial review of any grant recipient. The review will consist of a remote evaluation by GO-Biz staff of a center's third-party verification of capital infusion milestones. Lead Directors will work with selected grantees in their region to collect and submit electronic copies of milestones to GO-Biz. GO-Biz will inform Lead Directors by email about the selection of centers in their region and email instructions no later than thirty (30) days before the program review.

If an applicant ceases to operate as a Lead Center for the U.S. Small Business Administration, the state is obligated to compensate the Lead Center only for all allowable and unavoidable expenses reasonably incurred by the Lead Center incurred in the performance of its work under the agreement as of the effective date of the Terminating Event. In addition, if a Lead Center has received notification by the U.S. Small

Business Administration that its cooperative agreement is scheduled for termination or that its operations are placed under a probationary status, the Lead Center must notify GO-BIZ within 48 hours.

Award Requirements

Application Instructions and Submission

All applications, with required attachments, must be submitted electronically using the CalOSBA online application portal, which can be accessed at grants.business.ca.gov. Users of the portal will first need to create an account. Applications submitted via email or facsimile will not be reviewed or scored.

All applications must be submitted by the deadline and the online application portal will automatically close once the application deadline has passed. There are no exceptions or extensions of this deadline. Any technology challenges or inability of an applicant to submit an application by the deadline for any reason shall not be grounds for an extension of the deadline. Applicants are encouraged to submit their application at least two days before the deadline in the event technical assistance is required. For help applying, please send an email to sbtaep@gobiz.ca.gov with the subject line: Capital Infusion Grant Online Help.

CalOSBA's determination as to eligibility for grant funding, or the amount of grant funding awarded, is not subject to appeal. CalOSBA reserves the ability to modify applicant budgets if included costs are deemed ineligible. A Center and its fiscal host will be required to be in compliance with the Drug-Free Workplace Certification and Nondiscrimination Compliance Statement as required by state law.

Required/Supporting Documents

All applicants must upload the following documents to their application:

- Certification of SBA Cash Match – [download this form here](#)
- STD.204 Payee Data Record Form – download this form at <https://cdn.calosba.ca.gov/wp-content/uploads/std204-sbtaep.pdf>
- STD.21 Drug-Free Workplace Certification – download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

Invoicing and Reporting Requirements

The Program requires awardees to submit quarterly invoices, quarterly narrative and metric reports, and a final report on Program outcomes resulting from the grant award. Invoices and reports will be submitted electronically through the Small Business Grantee Portal. Significant deviations from the original milestones must be addressed by the awardee through an action plan. Milestones will be set by the Applicant. Reports are only required in the second and fourth quarters. Also, the Annual Report has been combined with the fourth quarter report. Details are below.

Lead Centers will receive separate email instructions for the Grantee Portal, including log-in/password information, and tips on how to navigate the portal. A mandatory webinar training will be held no later than January 15, 2023.

The reports or portion thereof provided by SBDCs may be made public.

GO-Biz may withhold payment if reports are not received or are deemed inadequate. Failure to report in a timely manner may also be weighed against future applications for grant funding from GO-Biz.

GO-Biz reserves the right to audit information submitted in a performance report by requesting additional documentation, performing on-site visits, contacting clients served, or verifying other information as necessary to verify the information contained in the performance report.

Quarterly Invoices

Quarterly invoices must be submitted by the Lead Center. Required information includes business consultant names, hourly consulting rates, and the number of hours worked. For every grantee, the spenddown of the GO-Biz grant and SBA funds must reflect a cumulative, year-to-date 1:1 ratio at the end of the second quarter (mid-year) and the fourth quarter (year-end). Invoicing amounts must exactly match the center's records. Invoice totals must not be rounded.

The Lead Center must submit to CalOSBA an electronic version of the quarterly invoices for all grantees in their region within 45 days after completion of the quarter. If the 45th calendar day occurs on a weekend or U.S. Federal/State holiday, the report should be submitted the first working day after the weekend or U.S. Federal/State holiday.

Quarterly Narrative and Metric Reports

Quarterly reports shall describe key activities conducted each quarter and provide a report of progress against the network's annual metric goals. **Capital infusion milestones must be recorded in the quarter when verification was provided (as opposed to when the funds were generated).**

Annual Report

An annual report will be required from each Lead Center that summarizes grantee efforts to deliver capital infusion services in the region. The annual report is due within 60 days after the close of the grant period and must be submitted electronically using the Small Business Grantee Portal. Failure to submit this report accurately and in a timely manner could jeopardize future funding.

The annual report will contain the following information from each center.

- A. Capital infusion milestones and number of clients consulted in each quarter (quarters 1-4), **Capital infusion milestones must be reported in the quarter when verification was provided by the client (as opposed to when the funds were generated).**
- B. Statement about performance, including successes and challenges associated with the Program. This section must also identify and explain any year-end underperformance in meeting capital infusion and clients consulted goals or underspent grant funds for each of the centers in the region.
- C. Brief discussion of access to capital services that were provided (one paragraph) in the region.

Performance and/or Underperformance Reporting

Underperformance statements will be required based on the thresholds below:

- Q1 (Oct-Dec): Year-to-date (YTD) results less than 10% of the annual award or goals

- Q2 (Jan-Mar): YTD results less than 35% of the annual award or goals
- Q3 (Apr-Jun): YTD results less than 60% of the annual award or goals
- Q4 (Jul-Sept): YTD results less than 100% of the annual award or goals

Reporting Consulting Activity and Milestones in NeoSerra

Every consulting hour paid for by state funds must be tagged with a Funding Source as "State."

Any milestone event that occurs during the course of work done by the business consultant under the GO-Biz capital infusion grant must also be tagged with a Funding Source as "State." This includes business consulting funded by the GO-Biz grant or the SBA-match funding made available through the GO-Biz grant.

During program reviews, grantees may be asked to show how many state-funded consulting hours and SBA-funded consulting hours were provided to an individual client during the course of the grant period to verify an appropriate spend down of match funding.

Proposal Questions

This section provides the application questions

Proposed Scope of Work

Please describe your activities as they pertain to the items below.

1. Geographic area of service
2. Describe the Center's current and proposed approach to providing capital infusion services (500 characters min).
3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships (500 characters min).
4. Describe the Center's screening process and how consulting services are rendered.

Metrics

Proposed metrics for the 2022-23 grant period, which commences October 1, 2022 and ends September 30, 2023. Metrics should include all milestone outcomes that can be directly attributed to the GO-Biz Capital Infusion Program from both the state and SBA match consulting hours.

California Public Records Act

By submitting an application, Applicant acknowledges that GO-Biz is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). Consequently, materials submitted by an Applicant to GO-Biz may be subject to a PRA request. In such an event, GO-Biz will notify the Applicant, as soon as practicable, that a PRA request for the Applicant's information has been received, but not less than five (5) business days prior to the release of the requested information to allow the Applicant to seek an injunction. GO-Biz will work in good faith with the Applicant to protect the information to the extent an exemption is provided by law, including but not limited to notes, drafts, proprietary information, financial information and trade secret information. GO-Biz will also apply the "balancing test" as provided for under Government Code section 6255 to the extent applicable.

End Exhibit D

Exhibit E – Change Order Request Form - Instructions

Overview

The Capital Infusion Program (CIP) provides annual grant funding for one-year grant periods. Centers are expected to spend their annual award in full during the one-year grant period. On a case-by-case basis, upon written approval from GO-Biz, grantees may submit a change order request (COR) to ensure full spenddown of the annual award.

Process for Requesting a Change Order

The grantee will provide a brief explanation for the change order request, including why funds are being redirected, proposed new use, and steps being taken to ensure region affected maintains service levels. A COR must be submitted for the following situations but not limited to:

- SBDC Regional Networks requesting redirection of funds between subcenters within the network that result in no-net change to overall budget
- Categorical redirection of funds greater than 20% of the total award amount
- Others as directed by GO-Biz and CalOSBA

COR approval is required in advance before any funds may be redirected by the grantee. A request must be submitted via email to sbtaep@gobiz.ca.gov and copy Program Manager, currently Jean Coleman at Jean.Coleman@gobiz.ca.gov, with the subject line, "Grant Agreement #_COR_date."

[Click here to download Change Order Request Form](#) – Form must be submitted in excel format

Process for Approval

CalOSBA will review, and if approved the COR will be e-signed by the current Program Manager and Director and returned to the grantee via email as an approved COR.pdf.

CIP Annual Report

Final Narrative:

The final report should detail your network's programs rolled out as part of your expansion grant, and your implementation challenges and successes achieved. Please tie your narrative to specific impact data as reported in performance metrics. Please include small business trends that impacted your programs.

The final narrative should detail the access to capital services/programs that were provided, and specific methodologies used to achieve goals.

Strategic Partnerships:

Grantees must detail the ecosystem building achieved through any cross-cutting regional strategies, partnerships, and other collaborations utilized to achieve goals. A strong narrative in this section will detail how, if at all, these partnerships and collaborations yielded stronger outcomes for small businesses. It will also highlight any successes in implementing best practice sharing across these partnerships.

Underperformance Narrative:

The underperformance statement must provide detail as to how and why the Center(s) was not able to meet the capital infusion goals and/or clients consulted goals, or, why there was underspent grant funds. An underperformance narrative must be made for each of the Centers in the region that underperformed against their specific goals.