

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



**ITEM: 3.21
(ID # 24300)**

MEETING DATE:
Tuesday, April 09, 2024

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Ratify and Approve Subcontract No. S-7983-County of Riverside Office of Economic Development, S-8213-County of Riverside Office of Economic Development, and Subcontract No. 8214- 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 to operate the Coachella Valley Small Business Development Center (CVSBDC) for two years, and for Capital Infusion Consulting and Expansion of Services through the Coachella Valley Small Business Development Center (CVSBDC) for one year, Districts 4 and 5. CEQA Exmpt per State CEQA Guidelines Section 15061(b)(3) [\$830,000 Total Cost – 39% Federal, 22% State, 39% Economic Development funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the approval of Subcontract No. S-7983-CROED (CVSBDC Agreement), S-8213-CROED (CIP Agreement) and S-8214-CROED (TAP Agreement) are exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3); and

Continued on Page 2

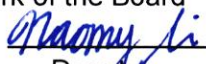
ACTION:


Suzanne Holland, Director of Office of Economic Development 3/27/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 9, 2024
xc: OED

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and approve the attached CVSBDC Agreement by and between the ASC and the Office of Economic Development to operate the CVSBDC with a term that commenced on January 1, 2023 and ending on December 31, 2024, in the amount of \$325,000, with an Office of Economic Development match of \$325,000; and
3. 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, 2023 and will end on September 30, 2024 in the amount of \$50,000 with a \$50,000 match requirement to be paid from the 2023-2024 U.S. Small Business Administration grant pursuant Subcontract No. S-7983-CROED; and
4. Ratify and Approve the attached TAP 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, 2023 and will end on September 30, 2024 in the amount of \$130,000 with no match requirement; and
5. Authorize the Chairman of the Board of Supervisors to execute the attached CVSBDC Agreement, the CIP Agreement, and the TAP Agreement; and
6. Approve use of Office of Economic Development funds in the amount of \$325,000 to be used as a non-federal match for eligible expenses incurred in connection with the operation of the CVSBDC as required by the CVSBDC Agreement; this match requirement shall be satisfied through existing employee salaries and benefits already included in Office of Economic Development's fiscal years 22-23, 23-24, and 24-25 Budget without need for additional funding or a budget adjustment; and
7. Authorize the Director of the Office of Economic Development, or designee, to take necessary steps to implement the CVSBDC Agreement, CIP Agreement, and the TAP Agreement including, but not limited to, signing subsequent, necessary and relevant documents, and approve any non-substantive amendments to the CVSBDC Agreement, CIP Agreement, and the TAP Agreement provided a County match requirement is not required, subject to approval by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 259,874	\$ 280,126	\$ 830,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 39% Federal, 22% State, 39% Office of Economic Development Funds			Budget Adjustment: N/A	
			For Fiscal Year: 22/23-24/25	

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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 the operation of the CVSBDC, and 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.

Subcontract No. S-7983-CROED (CVSBDC Agreement)

This year, the CVSBDC Agreement experienced delays due to a longer than anticipated contract development period with ASC and SBA, who did not send out the Prime Contract to ASC until late 2023; contract negotiations with ASC subsequently extended into January 2024. The terms of the 2023 agreement between the Office of Economic Development and ASC to operate the CVSBDC are set forth in the attached Subcontract No. S-7983-CROED (CVSBDC Agreement). The term of the CVSBDC Agreement is from January 1, 2023 through December 31, 2024, with a total contract amount of \$325,000, and a match requirement from the County in the amount of \$325,000 for the two year period of performance. This match requirement does not require an allocation of additional Office of Economic Development funds, but rather uses existing staff salaries and benefits already approved in the Office of Economic Development fiscal year budget to satisfy the requirement. ASC then provides the required contract amount derived from federal SBA grant funds which is used to reimburse Office of Economic Development for staff costs, and pays for overhead costs and consultant services, as more specifically set forth in attached Exhibit B to the proposed CVSBDC Agreement. During 2023, the CVSBDC met program milestones and reporting requirements by providing 956 clients 3,977 hours of consulting that included assisting 60 entrepreneurs launch their new businesses, helped business clients create 752 new jobs, provided 154 training sessions, and assisted 215 businesses obtain \$1,729,200 of debt and equity capital to assist them in maintaining business operations.

On July 14, 2023, 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 state fiscal year 2023-24, which started October 1, 2023. While the funding is provided for one fiscal year in accordance with the state government's calendar, it will in effect be spread over portions of the County's FY23/24 and FY24/25. The funding must be spent entirely on one-

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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-8213-CROED and S-8214-CROED.

Subcontract No. S-8213-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, 2023, and ending September 30, 2024, 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, Subcontract No. S-7983-CROED. Thereafter, the matching funds shall be paid using funds derived from the Office of Economic Development's CVSBDC grant from SBA for FY 2024-2025 funding. No funds will be used from the County's general fund. To date, the CVSBDC has already provided capital infusion consulting services to 70 business clients and provided 280 hours of consulting under the expanded services provided through the GO-Biz Funding Agreement.

Subcontract No. S-8214-CROED Technical Assistance Program (TAP Agreement)

The proposed TAP Agreement between the Office of Economic Development and ASC has a term commencing on October 1, 2023, and ending September 30, 2024, 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 TAP Agreement. There is no matching requirement from ASC for the TAP Agreement. To date, the CVSBDC has already provided consulting services to 65 business clients and provided training to 350 businesses under the expanded services provided through the GO-Biz Funding Agreement.

The proposed CIP Agreement and the TAP Agreement were delayed due to internal administrative processes and a longer than anticipated contract development period, as the California Governor's Office of Business and Economic Development did not send out the Fiscal Year 23/24 contracts to ASC until December 2023, and ASC provided the contracts in January 2024.

Pursuant to the California Environmental Quality Act (CEQA), the CVSBDC Agreement, the CIP Agreement and TAP 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 SBA and GO-Biz Funding which provides funding for consultation services and training programs through the 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 and training programs 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

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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 CVSBDC Agreement, the CIP Agreement and the TAP Agreement, including the attached exhibits. County Counsel has approved the Subcontracts as to form.

Impact on Residents and Businesses

By operating the CVSBDC and 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-7983-CROED CVSBDC Agreement will be funded by SBA grant funds and budgeted Office of Economic Development match funds. The Office of Economic Development match comes from Economic Development Program funds in the form of salary and overhead that has been allocated in Office of Economic Development's existing budget. The Subcontract No. S-8213-CROED CIP Agreement will require match payments which will be derived from the 2023-2024 SBA Subcontract and will not require any Office of Economic Development matching funds. Subcontract No. S-8214-CROED TAP Agreement 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 CVSBDC for the SBA subcontract and GO-Biz capital infusion consulting and training programs subcontracts. Financial reporting of revenue and expenditures for the Subcontract No. S-7983-CROED, S-8213-CROED and S-8214-CROED will be prepared and submitted as required by the Subcontracts.

Annual Agreement Cost Break Down	FY 22/23	FY 23/24	FY 24/25
CVSBDC Agreement	\$80,000	\$100,000	\$145,000
County Match	\$80,000	\$100,000	\$145,000
CIP Agreement	\$40,000	\$10,000	N/A
TAP Agreement	\$59,874	\$70,126	N/A
Total	\$259,874	\$280,126	\$290,000

Attachments

1. Subcontract No. S-7983-County of Riverside Office of Economic Development (CROED)
2. S-7983-CROED Exhibit A
3. S-7983-CROED Exhibit B
4. S-7983-CROED Exhibit C
5. S-7983-CROED Exhibit D
6. S-7582-CROED Exhibit E

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7. Subcontract No. S-8213-County of Riverside Office of Economic Development (CROED)
8. S-8213-CROED Exhibit A
9. S-8213-CROED Exhibit B
10. S-8213-CROED Exhibit C
11. S-8213-CROED Exhibit D
12. Subcontract No. S-8214-County of Riverside Office of Economic Development (CROED)
13. S-8214-CROED Exhibit A
14. S-8214-CROED Exhibit B
15. S-8214-CROED Exhibit C
16. S-8214-CROED Exhibit D

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel

3/28/2024

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

THIS SUBCONTRACT NO. S-7983-CROED (hereinafter, "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 (hereinafter, "Service Center"), located in Indio, California and **CSU FULLERTON AUXILIARY SERVICES CORPORATION** (hereinafter, "ASC"), a California non-profit corporation which is a recognized auxiliary 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 to provide funding for the project, Orange County/Inland Empire Regional SBDC Network ("Network"). 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 U.S. Small Business Administration (hereinafter "SBA" or "Prime Sponsor") under Cooperative Agreement Number SBAHQ22B0082 (hereinafter referred to as the "Cooperative Agreement" or "Prime Award"), incorporated herein with this reference and attached hereto as **Exhibit C** (Notice of Award);
- B. **WHEREAS**, ASC desires to retain Subcontractor to perform services as specified in the Program Renewal document attached hereto and incorporated herein as **Exhibit A** (Scope of Work), and intends to compensate Subcontractor for such services, as described in **Exhibit B** (Budget) attached hereto and incorporated herein by 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, the Exhibits and the Cooperative Agreement; and,
- D. **WHEREAS**, Subcontractor and any additional subcontractors retained by Subcontractors agree to abide by all of the terms and conditions of this Subcontract and the terms and conditions of 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

Mike Daniel, Lead Center Director
Small Business Development Center
California State University Fullerton
800 N. State College Blvd., SGMH-4157
Fullerton, CA 92831
Telephone: (657) 278-5168
Email: midaniel@fullerton.edu

Administrative

Letrice Satterwhite
Sponsored Programs Administrator
CSU Fullerton Auxiliary Services Corporation
1121 State College Blvd.
Fullerton, CA 92831
Telephone: (657) 278-2935
Email: lsatterwhite@fullerton.edu

For SUBCONTRACTOR:

Technical/Programmatic

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 be responsible for the specific tasks 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 January 1, 2023 through December 31, 2024, subject to extension by the Prime Sponsor and mutual agreement of both parties.
4. **Compensation.** The total funds payable to Subcontractor under this Subcontract is **Three Hundred Twenty-Five Thousand Dollars (\$325,000.00)**, as shown in **Exhibit B**. This amount shall be compensation for all of the Service Center's reimbursable expenses pursuant to this Subcontract, including, but not limited to labor, employee fringe benefits, operating expenses, equipment, overhead, employer taxes and insurance, subcontracting services, out-of-pocket expenses for travel and subsistence, and taxes due on equipment.
5. **Matching Funds Requirement.** Subcontractor shall provide total Matching Funds of **Three Hundred Twenty-Five Thousand Dollars (\$325,000.00)**, as shown in **Exhibit B**. SUBCONTRACTOR agrees to spend the full match amount against their subcontract dollar amount regardless of the total dollars spent of SBA funding.
 - 5.1 The minimum Cash Match required from SUBCONTRACTOR pursuant to this Subcontract is **Three Hundred Twenty-Five Thousand Dollars (\$325,000.00)**.
6. **New Personnel.** Hiring new personnel to be charged to SBA or to meet cash match sources (new positions or filling vacant positions):
 - 6.1 Service Center Director shall request approval from Lead Center Director prior to posting any positions for new hires that are not related to consulting. Jobs considered non-consulting positions include, but are not limited to, Associate Director, Business Development, Business Services Coordinator, Training Coordinator, Marketing Specialist, Administrative Assistant, etc.

The request from Service Center shall be in writing and shall include the job description for the new hire, a justification of the need for the position, % effort on SBDC or number of hours per week, and salary rate. If the hire is for a new position, Service Center shall provide a justification on how duties were previously met (as applicable). A written approval from Lead Center is required prior to job posting.

- 6.2 Cost sharing positions that are either partially or fully charged to SBA or applied as Cash match: Service Center Director shall provide to Lead Center the documentation described in the paragraph below for any non-consulting personnel expenses prior to charging or claiming such expenses on this Subcontract or applying such expenses to cash match accounts through funds from a non-federal grant or contract awarded to Subcontractor. Service Center Director shall notify ASC's Technical/Programmatic Contact prior to charging or claiming such expenses on any invoices.

Documentation includes: Grant or contract document, funding agency information, approved budget and justification, project timeline, cash match agreement, description of the positions that are applicable to the SBDC program, percentage and amount to be charged, and how such positions directly relate to and benefit the SBDC program. Lead Center approval is required before any expenses are claimed as match to the SBDC Program Delivery. All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before December 31, 2024.

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) days advance written notice to the other Party. If termination is due to either Party's failure to comply with the provisions of this Subcontract or the terms and conditions of the Prime Award, then the applicable SBA provisions will apply. Upon termination of this Subcontract, ASC agrees to compensate Subcontractor for all allowable, unavoidable, expenses reasonably incurred by Subcontractor in the performance of its work under this Subcontract through the date of termination. Subcontractor agrees to complete services and/or provide required deliverables through the date of termination.
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. **Indemnification.** All Parties to this Subcontract agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities,

or the performance or nonperformance of obligations under this Subcontract, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying Party or any of its agents or employees. The indemnity set forth in this Paragraph 12 shall survive for a period of one (1) year after the expiration or earlier termination of this Subcontract.

13. **Insurance.** Subcontractor warrants it will maintain the following coverage:
- 13.1. Commercial General Liability: minimum limits coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit written on occurrence form for personal injury and bodily injury liability, and property damage, including premises/operations, broad form property damage, products/completed operations, contractual liability and independent contractors. Errors and Omission insurance is required for professional services and consultants.
 - 13.2. Business Automobile Liability: coverage is required in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage, including owned, non-owned and hired automobiles; should also include Uninsured/Underinsured Motorists coverage in the minimum amount of \$1,000,000.
 - 13.3. Workers Compensation as required by the State of California, including Employer Liability coverage of not less than \$1,000,000.
 - 13.4. Any self-insured deductible greater than \$25,000 must be approved by ASC.
 - 13.5. The Subcontractors insurance carrier must be rated A-VII at minimum, according to A.M. Best & Company.
 - 13.6. Subcontractor and Subcontractor's insurance carrier waive their rights of subrogation.
 - 13.7. Additional Insured Endorsement (except for Workers Compensation): The State of California, Trustees of the California State University, California State University Fullerton, CSU Fullerton Auxiliary Services Corporation, and all of its other departments, boards, volunteers, commissions, and its officers, employees and agents are hereby declared to be additional insureds as respects to the activities of named insured.
 - 13.8. Upon execution of this Subcontract, Subcontractor shall submit to ASC current certificate of insurance and additional insured endorsement as evidence that the above insurance requirements are met.
 - 13.9. The insurance requirements contained in this Subcontract may be met with a program(s) of self-insurance.
14. **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.
15. **Notice of Force Majeure.** Subcontractor agrees to give ASC written notice to 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.

16. **Equipment.** All equipment purchased over \$5,000 must be logged and inventoried in the provided Equipment Inventory Log and submitted with the Annual Report at the close of the year. Equipment should be budgeted for in the Renewal Proposal.
17. **Privacy Requirements for Client Information.** Unless otherwise specified, all financial, statistical, personnel and/or technical and data furnished, produced, or otherwise made available to the SBDC by its small business customers during the performance of this Subcontract shall not be used for purposes other than performance of work under this Subcontract. The above information received by the SBDC may be privileged and must not be released or disclosed by the SBDC without the prior written consent of the client unless otherwise required by law. If such information is requested in a legal proceeding, the SBDC must take the necessary precautions and legal recourse to protect privileged information. Except where a client consents in writing or as directed by SBA, SBDCs are not permitted to disclose any information to a third part (or share such information with other unites of your organization not directly in the conduct of this project). Only such SBDC Directors, staff, and Consultants who sign the Annual Confidentiality and Conflict of Interest Agreement will have access to such Client Information.
18. **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.

19. **Certifications and Assurances**

- 19.1 **Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** - Subcontractor certifies by signature to this Subcontract it is not suspended, debarred, or otherwise ineligible from entering into funding agreements with any department or other agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. In the event of being suspended, debarred or otherwise declared ineligible by any other department of agency of the Federal Government, or upon notice of a proposed debarment of suspension, the Subcontractor shall provide immediate written notice to ASC. If, during the performance period of this Subcontract, the status of the Subcontractor changes relative to any of these certifications, it shall immediately notify ASC in writing and include an explanation of the changes.
- 19.2 **Certification Regarding Lobbying** - In the event funds allotted under this Subcontract are expected to exceed \$100,000, by signature to this Subcontract, Subcontractor certifies that it is in compliance with the requirements of Section 1352, Title 31, U.S. Code which limits the use of appropriated funds to influence certain federal contracting and financial transactions.
- 19.3 **Drug Free Workplace** - By signature to this Subcontract, Subcontractor certifies that it will comply with the Drug Free Workplace Act of 1988 and it's implementing regulations as amended.
- 19.4 **Misconduct in Science Assurance** - The Subcontractor hereby gives assurance that an administrative review process has been established regarding procedures for dealing with and reporting possible misconduct in science and reporting requirements of the published scientific misconduct regulations will be followed.
- 19.5 **Americans With Disabilities Act** - By signature of this Subcontract, Subcontractor certifies that it complies with the Americans with Disabilities Act of 1990 (42 USC 12101, et. seq.) and all

implementing regulations. Subcontractor agrees to insert the provision of this Article in all subcontracts and purchase orders hereunder.

19.6 Davis-Bacon and Related Act – If applicable, by signing this Subcontract, Subcontractor certifies that it complies with the Davis-Bacon act and warrants proper wages are applied to federally-funded or assisted construction projects.

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

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 U.S. Government and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Subcontractor.

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

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

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. **No Third Party Beneficiaries.** Nothing in this Subcontract is intended to benefit any person or entity other than the Parties, and this Subcontract shall not be construed to provide any other persons or entities with any rights or remedies against the Parties.
25. **Non-liability of Parties' Officials and Employees.** No member, official, employee or consultant of either Party shall be personally liable to the other Party or to its successors, in the event of any default or breach by either Party or for any amount which may become due to the other Party or to its successors, or on any obligations under the terms of this Subcontract.
26. **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.
27. **Federal Identification Number.** Subcontractor's Federal Taxpayer Identification Number is 95-6000930.
28. **Renewal Proposal.** The Subcontractor shall submit to the Lead Center a renewal proposal no later than June 30, 2024 if it intends to renew the Subcontract for the next project period as outlined in Exhibit E (Orange County / Inland Empire Renewal Proposal Template and Reporting Templates) attached hereto and incorporated herein by this reference. Alternate formats of the Orange County / Inland Empire Renewal Proposal Template are available upon request.
29. **Deliverables/Reporting Requirements.** Subcontractor shall submit the following reports:
- 29.1 **Quarterly Deliverables** – Metrics as described in **Exhibit A**, will be evaluated by the Lead Center and discussed with Subcontractor to ensure adherence to major goals for the 2023-2024 program years. The Lead Center reserves the right to adjust and or reduce budgets if it is determined by the Lead Center that Subcontractor is not meeting the metrics as described in **Exhibit A**.
- 29.2 **Semi-Annual and Annual Performance Reports** – A semi-annual report shall be submitted within thirty (30) days after the end of the second quarter (no later than July 31, 2024). Subcontractor shall also submit an annual performance report within thirty (30) days of completion of the project period (no later than January 31, 2025). A template of this report is provided in **Exhibit A**. Failure to submit required reports in a timely manner may result in delay of invoice payments for the period unless prior approval to submit late reports has been granted by the Lead Center Director, or designee. Additionally, failure to submit reports as indicated above, may result in termination of this Subcontract. Failure to submit reports and invoices for all SBDC related subcontracts may result in budget reductions, review findings and/or a re-bid of the Subcontract.
30. **Time and Effort Reporting.** Subcontractor will maintain time and effort reports for full-time and part-time employees to support labor charged to this agreement, as specified in 2 CFR Part 200, as applicable.

31. **Principal Place of Business.** The Service Center, with a principal office located at 44-199 Monroe Street, Suite B, Indio, CA 92201-3094, shall provide services to existing and potential small business owners in the following service territory: from community of Cabazon east to City of Blythe, within Riverside County, California. The Service Center may also provide services consisting of scheduled business consulting and training at outreach centers. As used in this document, "outreach center" means a location where SBDC consulting and training services may be provided on an "as needed basis," outside of the normal Service Center setting. The Service Center and its satellite office(s) shall be open a minimum of eight (8) hours each business day and may provide services on evening and/or weekends based on policies and procedures of Subcontractor. The Service Center and its satellite office(s) shall have prominent display of the SBA/SBDC co-branding at the front of the office at each satellite office and shall have separate and clearly identifiable operations, programs and phones from the Subcontractor. The Subcontractor shall obtain prior written approval from the Lead Center to relocate or change the address of the Service Center and satellite office(s). The facilities and staff of the Service Center and its satellite office(s) shall be located in such places as to provide maximum accessibility and benefits to the existing and potential small businesses for which the Service Center is intended to serve.
32. **Service Delivery Mechanisms.** The Service Center shall increase the contribution of the small business sector to the economic development of its service territory, as specified in Paragraph 29. The Service Center shall accomplish this by using a variety of service delivery mechanisms, including satellite, outreach locations, traveling consultants or electronic capabilities, when appropriate and by providing in-depth, high quality, one-on-one business consulting, training services, information and referral services, outreach and marketing services, and specialized services to existing and prospective small business owners. These services must result in business growth, expansion, job creation/retention, innovation, increased productivity; improved management of small businesses; lead to positive economic impact; and meet the milestones of this Subcontract for calendar years 2023-2024 as outlined in **Exhibit A**.
33. **Policies and Procedures Manual.** This Subcontract is subject to the terms and conditions of the Orange County/Inland Empire Regional SBDC Network Policies and Procedures Manual, as amended. In the event of conflicting or otherwise inconsistent policies, this Subcontract shall prevail.
34. **Cooperative Agreements.** The Service Center is encouraged to establish and maintain active cooperative agreements with other service providers (e.g., colleges, universities, economic development corporations, local government agencies) to further the objectives detailed in the Cooperative Agreement issued by SBA, to be provided to the Subcontractor by the Lead Center upon request.
35. **Participation Agreements.** The Service Center is encouraged to establish and maintain annual participation agreements with private-sector persons or firms to provide professional consulting services when and if it is of mutual benefit to the private sector persons and/or firms and is clearly conducive to reaching the goals of the Subcontract (e.g., accounting, engineering, and law) at an agreed-upon rate (e.g., pro bono, market or below market rate). The objective of a participation agreement is to provide services not available from the Service Center's staff. Participation agreements shall be reviewed annually by the Lead Center.
36. **Special Emphasis Groups.** The Service Center shall identify and foster relationships with entities representing Special Emphasis Groups in order to increase the number of clients served in those populations when and if it is clearly conducive to reaching the goals of the Subcontract. Additionally, the Service Center shall endeavor to raise the level of awareness of its audiences at small business seminars, conferences and

outreach program announcements about the needs of veterans and service-connected disabled veterans when and if it is clearly conducive to reaching the goals of the Subcontract.

37. **Service Center Director.** The Subcontractor shall notify the Lead Center immediately upon Service Center Director resignation/termination.

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

Attendance at Network meetings and participation in Network events by the Service Center Director is required. The Lead Center will publish a list of Network meeting dates and events on an annual basis, which require participation by the Service Center Director. The SBDC Director shall notify the Lead Center immediately upon any change in SBDC staff. SBDC Staff includes part or full-time subcontractors retained as client consultants.

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

38. **Advertisement of Services Available from Subcontractor's Service Center.** Subcontractor shall participate in community outreach, marketing and advertising efforts and projects at the Network level conducted by the Lead Center, and use reasonable community outreach, marketing and advertising efforts to inform current and prospective Clients of the services available from Subcontractor through its Service Center when and if it is clearly conducive to reaching the goals of the Subcontract.

39. **Budget Contingency Clause.** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Subcontract does not appropriate sufficient funds for this Subcontract, ASC shall provide Subcontractor with written notice thirty (30) days prior to the stoppage of funding under this Subcontract. After this thirty-day term this Subcontract shall be of no further force and effect. After said term, the ASC shall have no liability to pay any funds to the Subcontractor or to furnish any other considerations under this Subcontract for work performed after Subcontractor received said written notice of the insufficiency of funds. Subcontractor shall not be obligated to perform any provisions of this Subcontract after receiving said written notice from ASC.

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

40. **Agreements Funded in Whole or in Part by the Federal Government.** The Subcontractor shall comply with applicable federal government provisions. This Subcontract is valid and enforceable only if sufficient funds are made available to ASC by the United States Government for the current federal fiscal year and/or

any subsequent years covered for the purposes of this Subcontract. In addition, this Subcontract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Subcontract in any manner.

The Subcontractor shall provide Cash Match and/or In-Kind Match as identified in **Exhibit B**. The Subcontractor certifies that Cash Match and In-Kind Match as identified in **Exhibit B**, shall only be used for the purpose of this Subcontract and shall be expended proportionately with Lead Center and SBA funds. The Subcontractor further certifies Program Income shall be spent solely to accomplish Lead Center and SBA Program objectives. The Service Center director shall monitor and be responsible for Cash Match, In-Kind Match, and Program Income contributions and expenditures. Neither Program Income nor other federal funds (except Community Development Block Grant (CDBG) funds) shall be used to meet the Cash Match requirement.

Program Income, including any interest earned, must be used to expand the quantity or quality of services, resources or outreach provided by the Service Center. Any unused Program Income shall be carried over to a subsequent budget period.

The Subcontractor shall maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits by ASC and/or the SBA. The Subcontractor shall furnish at its own expense (to the location specified by ASC) such records, including current financial statements, indirect cost rate agreements and documentation for matching funds, for examinations and review by ASC upon request. The Subcontractor shall provide ASC with the latest copy of Subcontractor's Uniform Guidance 2 CFR Part 200 Single Audit report. Without limiting the generality of this paragraph, the Subcontractor shall maintain time and effort records of part-time and salaried employees for determination of time charged to this Subcontract, as specified in and to the extent required by the U.S. Office of Management and Budget ("OMB") Uniform Guidance 2 CFR Part 200, as applicable. The Subcontractor may transfer records to computer storage in accordance with the Cooperative Agreement. The Subcontractor shall otherwise comply with the Cooperative Agreement and with the regulations, Program Announcement **Exhibit D, (Program Announcement)** attached hereto and incorporated herein by this reference, and OMB Uniform Guidance 2 CFR Part 200 identified therein, to the extent applicable to the Subcontractor's record retention. The Subcontractor shall maintain an updated list of funding sources and amounts for each source of funds it receives, including without limitation grants, contracts and other contributions. Additionally, for each source of funds, the Subcontractor shall keep a record of the name and phone number of the person or entity from whom the funds were received, the amount of funding, the intended purpose, and any requirements, stipulations or limitations on the use of the funds imposed by the person or entity as a condition of that funding. All financial records and reports shall be certified and signed by the Service Center Director, and an authorized representative or designee of the Host Institution. In order to facilitate any audit conducted pursuant to Government Code § 8546.7, the Subcontractor shall retain all records pertaining to this Subcontract for not less than three (3) years after the date on which ASC makes the final report to the SBA under this Subcontract. If any dispute or audit is ongoing, the Subcontractor shall continue to retain those records until the dispute is resolved or the audit is completed. Notwithstanding the foregoing, Financial Records and Reporting requirements may be modified per annual Office of Small Business Development Centers (OSBDC) program announcement.

The Service Center shall maintain a separate budget distinguishable from that of Subcontractor. The Service Center budget must be under the direct control of the Service Center Director employed by and designated by the Host Institution to manage and operate the Service Center. Budget allocation should be focused on direct client services in order to meet performance milestones. The Subcontractor shall demonstrate to ASC's

satisfaction, upon ASC's request, that the Service Center can and does oversee and manage its budget and maintain separate accounts and tracking as appropriate for reporting purposes and auditing requirements, and that the Service Center has systems in place to ensure sound fiscal and contractual management of the programs and activities conducted by the Service Center hereunder. The Service Center may report all match from all non-SBA funded programs that are under the direct management/oversight of the Service Center Director. The Service Center shall immediately notify ASC, and provide ASC with copies of any internal audits, reports or other documents prepared by the Subcontractor which may affect the Service Center's budget, change in use of funds, or which conflict with budgetary information previously given by the Subcontractor to ASC.

Overmatch (expended within one budget period) may be used: 1) as match against additional federal funding within the same budget period, 2) to offset confirmed audit disallowances applicable to the budget period in which the overmatch was expended; and/or 3) to match federal funds approved for carryover from the same budget period into the next budget period.

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

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

The Subcontractor hereby agrees to expend all allocated funds in the performance of its obligations under this Subcontract by December 31, 2024. The Service Center shall notify the Lead Center no later than October 15, 2024 of any projected or estimated funds not expected to be expended by the performance period.

Without limiting the generality of the foregoing, the Subcontractor is hereby notified that budget allocation is at the sole discretion of the Lead Center, based on evaluation factors contained within the Subcontract, including Service Center performance, operations efficiency and effectiveness, and allocated funds expended in the previous year. Notwithstanding said discretion, ASC agrees to notify Subcontractor with written communication of the applicable citations, regulations, and/or evaluation factors in connection with the specific issues related to Subcontractor's performance, operational inefficiencies, ineffectiveness, allocation of funds, and/or other factors that are the basis for said budget allocation and/or change. ASC agrees to provide Subcontractor with forty-five (45) days to correct (the "Cure Period") the issues related to Subcontractor's performance, operational inefficiencies, ineffectiveness, allocation of funds, and/or other factors that are the basis for said budget allocation and/or change. If after the Cure Period, Subcontractor is unable to cure said issues, ASC shall move forward with its budget allocation and/or change and Subcontractor shall revise its Matching Funds accordingly.

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

No requests for variations shall be submitted to the Lead Center after October 1, 2024. Requests for variations submitted after this date will be disapproved.

41. **Invoicing and Payment.** Subcontractor shall invoice ASC for actual expenses incurred during the term of the Subcontract and in accordance with the attached Budget, provided as **Exhibit B**. Invoices shall be mailed to the address listed below and emailed to both kmpayne@fullerton.edu and jessjuarez@fullerton.edu and copy lsatterwhite@fullerton.edu:

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

Subcontractor will submit itemized invoices to ASC quarterly within 45 days upon close of each quarter. Invoices must include the certification statement as required in 2 CFR 200.415 (a). Each invoice shall include an itemized expenditure report, in a format to be provided by the Lead Center, for federal, cash match, in-kind, and program income funds with an original signature of an authorized agent of Subcontractor and Center Director, accompanied by general ledger detailed transaction report for federal, cash and program income funds, and supporting documentation and any necessary chart of accounts. ASC may return invoices to Subcontractor for correction and resubmission prior to payment. ASC agrees to pay approved invoices within thirty (30) days upon receipt. In no event shall the Subcontractor request reimbursement from the ASC for obligations entered into or for costs incurred prior to the commencement date or after the Expiration of this Agreement. Failure to submit invoices on time may result in termination of this Subcontract.

The invoice containing the final costs to be paid by the ASC shall be identified as the "FINAL INVOICE". Final invoice expenditures shall reflect costs incurred but not previously submitted for the period ending December 31, 2024. The final invoice must be received by the Lead Center by February 28, 2025, and shall not include expenditures stated in previous invoices.

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

- 1) All reports required in this Subcontract to the Lead Center Director as described in the Subcontract and the Exhibits, and in the current Orange County/Inland Empire District SBDC Network Policies and Procedures Manual;
- 2) A complete and accurate final invoice with required documentation to the Lead Center Director;
- 3) SBA Form 2113: Program Income;
- 4) A current equipment inventory list, as applicable

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

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

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

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

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

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

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

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

- Exhibit A Scope of Work and Performance Contract
- Exhibit B Budget
- Exhibit C Prime Award
- Exhibit D Program Announcement
- Exhibit E Orange County/Inland Empire Renewal Proposal Template
- Exhibit F Orange County/Inland Empire Regional SBDC Network's Policies and Procedures Manual

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

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

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

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

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

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

44.4 **Litigation**. If, after following the dispute resolution procedure set forth in Paragraphs 44.1 through 44.3, above, ASC or Subcontractor are not satisfied with the outcome of the non-binding arbitration process, either Party may consider litigation as a possible remedy to the dispute.

45. **Performance Based Contract**. Subcontractor agrees to fulfill the following as shown in **Exhibit A**:

a. Leading Indicators:

- i. 827 Clients assisted by Service Center
- ii. 4,136 Consulting Hours provided to Clients by Service Center
- b. Assisting Network with achieving Lagging Indicator Network Goals
- c. Service Center Director will conduct at minimum 10% of their time in one-on-one consulting with clients documented in Neoserra
- d. Service Center must increase their dollars spent on direct consulting and training hours documented in Neoserra by an additional \$0.05 on the dollar each year until it reaches at minimum \$0.50 on the dollar.

Service Centers that achieve all three metric categories, will be eligible to receive their fully negotiated core budget for 2025. Service Centers that do not achieve one or more metric categories will be reduced in their negotiated core budget for 2025 by 7.5% of SBA funding. For Service Centers' who fail to meet all of their goals two years in a row, their budget will be reduced by 10% the second year. If a Service Center fails to meet their goals three years in a row, that Service Center will be put out for a rebid.

Letters of intent for 2025 will include both amounts (full funding amount and the reduced amount); however, at the time of subcontract is when either full funding will be awarded or a reduced funding will be subcontracted.

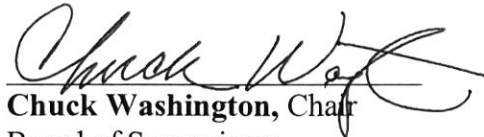
46. **Entire Agreement.** This Subcontract, including any referenced attachments, appendices and references, constitutes the entire Subcontract and supersedes any other written or oral representations, statements negotiations, or agreements.

**END OF AGREEMENT
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


Chuck Washington, Chair
Board of Supervisors

Charles D. Kissel
Executive Director

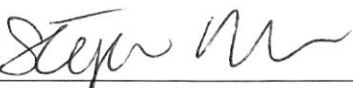
Dated: 4/09/2024

Dated: _____

ATTEST:
Kimberly A. Rector
Clerk of the Board

By:  _____
Deputy

APPROVED AS TO FORM:
Minh Tran
County Counsel

By:  _____
Stephanie K. Nelson,
Deputy County Counsel



Program Renewal Major Objectives and Planned Milestone Accomplishments Period Covered: January – December 2023

Center Name:	Coachella Valley Small Business Development Center	
Host Institution:	Riverside County Office of Economic Development	
Director Name:	Joaquin Tijerina	
Phone:	760-863-2529	
Email:	JTijerina@rivco.org	

I. Please list out your key personnel, including their names and titles.
<p>Rob Moran, Deputy Director, Office of Economic Development Joaquin Tijerina, Director Bob Wright, Associate Director Maria Cruz Lascano, Training Coordinator Troy Small, Consultant Jay Allis, Consultant Lisa Napolitano, Consultant Lupe Ramos Watson, Consultant Hugo Loyola, Consultant Michael Pagani, Consultant Ryan Stull, Consultant</p>

<p>II. Please provide a brief summary of major program objectives and ongoing programs for the areas listed below, <u>where applicable</u>. Do not feel compelled to fill in a section if you are not anticipating pursuing a new objective or continuing an ongoing program in that area.</p> <p>Example: Veterans – OC SBDC is developing a new partnership with the non-profit firm U.S. Vets to provide customized training to veterans taking up residence in Greater Irvine. Initial conversations revolve around developing a startup business workshop series specifically for veterans, with a particular focus upon retail and restaurant start-ups. The program will be in partnership with the City of Irvine, Orange County Hispanic Chamber of Commerce and the Irvine Chamber of Commerce. The workshop series is anticipated to begin in the 2nd quarter of 2019 and the program goals include 100 veterans trained and 15 new business starts for 2019.</p> <p>For a listing of all category definitions, please visit the 2023 SBDC Program Announcement.</p>
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CATEGORY	SIGNIFICANT ACTIVITIES ACCOMPLISHED
0100 - CAPITAL FORMATION	CVSBDC will continue to develop partnership with AmPac Tristate CDC in order to assist clients with loans and programs offered through leveraging resources and provide one-on-one consulting to clients looking to access capital. One consultant on team will work with any clients AmPac has that need additional



	<p>assistance to put together loan package. The assistance will allow clients to properly gather and submit required documentation in a timely fashion.</p> <p>CVSBDC will continue to partner with JP Morgan Chase to better inform clients of loan products and services available through their institution and offer “No Cost” webinars to their commercial bank clients. CVSBDC will also partner with JP Morgan Chase on webinars aimed at their clients and general public with titles that include; Navigating your Cash Flow, The Power of Capital, Business 201, and Marketing in a digital world. The aim is to provide opportunity for a pipeline of interested bank clients that may benefit from additional technical assistance services from CVSBDC</p> <p>CVSBDC will outreach and contact 2 additional commercial/alternative lenders in the region to foster good working relationships, determine areas of collaboration to assist small businesses requiring capital to launch or grow and to become a resource to their banking customers looking to expand or launch new businesses. Director and/or consultants will contact individual lenders operating in the region and set up meetings to determine specific niches lenders are comfortable with.</p> <p>CVSBDC will collaborate with the Community Investment Fund (CIF), a local community lending program in the Palo Verde Valley to identify rural businesses that require assistance for access to capital to start and grow in the region and provide technical assistance to potential borrowers of CIF. CIF is not able to assist all applicants to their program, therefore they are a referral resource for small businesses in the City of Blythe and surrounding area that is underserved and rural.</p>
<p>0200 - INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE</p>	<p>CVSBDC will launch a three-part webinar series aimed at helping clients gain intimate knowledge on optimizing their online presences. The first training will be “Website Basics for Small Businesses” a webinar series designed to start at the beginning of client’s online journey so one they can establish a brand. The training will focus on covering the very basics of choosing a domain name and getting started with a service provider, to more advanced topics like basic Search Engine Optimization, using analytics to drive traffic, key performance indicators to use, and more. This training will be followed by “Website Basics for Small Business – Intermediate Topics” which will teach attendees how to take their website from the basic build into a sales conversion machine. They will learn how to build a website to generate leads and convert sales, read and understand your analytics reports, which third-party platforms might be useful to your business, technical and content SEO, keyword research, and more. The last in the series will be “Website Basics for Small Businesses – Advanced Topics” for a deeper dive into advanced website topics. Attendees will learn tips on going more in-depth with site content to drive search engine optimization, collecting relevant and informative data, and applying everything covered to transform your website into a performance machine.</p>



0300 - INTERNATIONAL TRADE	
0400 - PROCUREMENT	CVSBDC will provide training for business owners to gain access to government contracting certifications. Through local expertise, CVSBDC will offer technical assistance to ensure equitable access to opportunities in the federal contracting marketplace.
0500 - MANUFACTURING	<p>Network with California Manufacturing Technology Consulting (CMTC) to determine how manufacturing businesses can benefit from specialized consulting and collaborate to provide both specialized and general business consulting to small businesses in the region.</p> <p>Conduct research to locate and outreach local manufacturers in the region to offer consulting services that may assist them to expand through use of databases, trade associations, listings and partnerships.</p>
0600 - SPECIAL EMPHASIS GROUPS	Partner with the Cabazon Tribe on initiatives of regional impact that help support the Tribe's and local area expansion of economic development opportunities.
0700 - MINORITY SMALL BUSINESS DEVELOPMENT, including 8(a) Assistance	CVSBDC will expand training opportunities offered in Spanish for local entrepreneurs and business owners to assist them in launching and expanding their businesses.
0800 - WOMEN-OWNED BUSINESSES	
0900 - VETERANS, RESERVISTS, SERVICE-DISABLED VETERAN-OWNED BUSINESSES AND ALL OTHER MEMBERS OF THE U.S. MILITARY	CVSBDC will partner with Office of Economic Development's Veterans Business Resources NOW Program that to provide direct access to the resources necessary to guide Veterans through every step of their entrepreneurial journey and help veteran owned businesses successfully expand. The program will provide support in the following critical areas: financial resources, permit assistance, starting and growing a business, hiring, and training, and site selection. Quarterly workshops will be held in partnership with the OC IE Small Business Development Centers, Riverside County Workforce Development, Riverside County Veterans Affairs, and United States Patent Trade Office Veterans Innovation and Entrepreneurship Program, government contracting, patents, trademarks, and copyright infringement, as well as accessing capital. Additionally, through the partnership with SBDC, 8-week to 12-week training programs specifically tailored to Veterans provided via the Thrive Program will be made available. The two programs will focus on a Veterans Entrepreneur Business Start Program and Veteran Owned Business Expansion Program.
1000 – RURAL ASSISTANCE	CVSBDC will develop and present a Farm Business Program, primarily targeted to those currently farming or planning to launch a farming business in the County of Riverside that want to retail their products. Courses will help attendees establish clear goals, assess personal resources, plan marketing,



	<p>create budgets, set up record-keeping, navigate regulations, choose the right equipment, improve soil, get organically certified, write a business plan, and learn about merchandising, operations, financials, and staffing. Existing farmers and specialty food producers interested in learning more about best practices in retail merchandising may also find value in the training. More farmers and ranchers are getting closer to their customers and finding that they can capture a higher margin when they grow vegetable or meat products with a specific consumer market segment in mind. Whether they sell direct-to-retail or through wholesale channels, if it is sold with special product attributes such as being local, organic, grass-fed, or small farm-raised it may have a higher value. A significant portion of the value is based on retail consumer demand. This sector can be called "Retail Agriculture." Retail Agriculture includes value-added agriculture and agritourism but is widely seen as being driven by the concept of local food. The value that is added is the two-way information flow between farmer and consumer. In addition to being a significant contributor to net farm income, Retail Agriculture describes the nature of a growing number of farm operations and offers new business opportunities to young and beginning farmers. The program will provide training for aspiring urban farmers and those with fields that will be designed to give beginning farmers the knowledge and skills they need to break into the field of sustainable small-scale, urban farming and help existing ones grow their operations. The desired outcomes are to provide a retail outlet for locally grown fresh produce, value-added products, and other foods, staple goods, and crafts from the community.</p>
<p>1100 - ECONOMIC DEVELOPMENT, FAITH BASED and COMMUNITY INITIATIVES</p>	<p>CVSBDC will partner with the Riverside County Workforce Development Division (WDD) to provide Lay-off Aversion services to businesses demonstrating the early warning signs of business closure with the goal of assisting these businesses retain their employees. Lay-Off Aversion services are being requested pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), which authorizes state and local workforce agencies such as the County, through the Riverside County Workforce Development Board to provide technical assistance and training to at-risk businesses to assist them with process improvement services that will provide them with the tools to successfully stabilize their business, increase productivity, improve efficiency, and avert layoffs. CVSBDC will provide consulting and training to business owners in areas, that include, but are not limited to: Financial Analysis/Cash Flow Management, Marketing/Public Relations, Social Media/Website Design/Online Marketing, Sales and Business Development, Access to Capital – Debt financing assistance and preparation (Loans/Lines of Credit/Alternative), Strategic Planning, Market Analysis/Strategic Marketing, Growth/Expansion, Profitable Sustainability, Operations and Management.</p> <p>CVSBDC will hold the 6th annual Coachella Valley Business Conference and Economic Forecast on Thursday April 20th from 7:30 am to 10:30 am at the Fantasy Springs Resort Special Events Center in Indio. The program, with planned attendance of 450 people, will feature pre-event networking and registration followed by breakfast and a speaker line-up which will tentatively</p>



	<p>include local speakers and Dr. Christopher Thornberg who will present current up to date local, national, and international economic forecasting and state of the economy. CVSBDC will partner with the Cabazon Band of Cahuilla Indians, the County, local chambers, valley cities, UCR, utility companies and local businesses to present the event. The CVSBDC program is made possible by the financial sponsorships from the local cities, the County and regional small businesses.</p> <p>CVSBDC will participate in the Palo Verde Valley Economic Alliance (Alliance) to support and expand economic development of the underserved areas surrounding of unincorporated Riverside County and the City of Blythe. The Alliance is made of members of the Palo Verde Valley community, the City, Palo Verde College, commercial lenders, civic leaders, transit operator, the local newspaper, large utility companies and other stakeholders.</p> <p>CVSBDC will attend the California Association for Local Economic Development (CALED) 2023 conference and participate in offered training programs. In California, CALED leads the way in teaching economic developers, local elected officials, and state representatives the value of economic development and how it is used to grow businesses, generate revenue to support community development programs, and retain and create quality jobs.</p>
<p>1200 - RESEARCH</p>	
<p>1300 - ON-LINE ACTIVITY</p>	
<p>1400 - OTHER ACTIVITY</p>	<p>CVSBDC will partner with local groups to present the Coachella Valley Agricultural EXPO/Summit in early December of 2023. The program will include discussions on agri business, logistics, and agri tourism. The EXPO will explore topics such as food security, regenerative and sustainable agriculture, and workforce solutions. The two-and one-half-hour mid-morning program will be attended by approximately 300 local agricultural leaders, small agri-business owners as well as local Tribal and civic leaders. The program will be sponsored financially by local AG small businesses, cities, Tribes and the County.</p>
<p>1500 – SUCCESS STORIES (Only needed for annual and semi-annual reporting)</p>	
<p>1600 - ADVOCACY</p>	<p>CVSBDC will meet with the local civic leaders and elected officials at the city, state and national levels to present information on the program and partner to provide services to small businesses through workshops, consulting and referrals.</p>



1700 – RESOURCE DEVELOPMENT	
1800 – COLLABORATION AND LEVERAGING	<p>Continue to collaborate with the Coachella Valley Women’s Business Center (CVWBC) to assist their clients with specialized training. Provide counseling services to CVWBC clients needing assistance with food related business to launch and expand through referral from the CVWBC.</p> <p>Continue to partner and collaborate with valley chambers, local cities and other organizations to educate entrepreneurs and local businesses so that they may better understand available options, provide information on resources and provide conduit for offering consulting services through CVSBDC.</p>
1900 – UNPLANNED TRAVEL	
2000 – KEY PERSONNEL CHANGES	
2100 – PROBLEMS (Only needed for annual and semi-annual reporting)	

III. In bullet form, please list out your major program objectives for 2023.
<ul style="list-style-type: none"> • Professional Development for staff and consultants to include Client Initial Assessment, financial analysis, and client management techniques • Develop Special Programming to rise above the similar programming offered by others • Develop outreach plan for social service organizations for referrals.

IV. Please list out anticipated special projects and their specific costs for 2023. Feel free to add rows as needed.		
Name of Special Project	Description	Cost



V. Please list out planned research projects and their specific costs for 2023. Feel free to add rows as needed.			
Research Project Name	Duration of Project	Project Cost	Description/Benefit to the Small Business Community

VI. Please list out any publications, both electronic and print, that your center is planning to develop.		
Name of Publication	Purpose	Distribution – please provide details on size and makeup of distribution group

1. DATE ISSUED MM/DD/YYYY 12/10/2022		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 59.037 - SMALL BUSINESS DEVELOPMENT CENTERS			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. SBAOEDSB230016-01-00 Formerly		5. TYPE OF AWARD Training	
4a. FAIN SBAOEDSB230016		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 01/01/2023		Through MM/DD/YYYY 12/31/2024	
7. BUDGET PERIOD MM/DD/YYYY From 01/01/2023		Through MM/DD/YYYY 12/31/2024	
8. TITLE OF PROJECT (OR PROGRAM) Small Business Development Centers			

U.S. Small Business Administration

Office of Grants Management (OGM)

Small Business Administration
409 3rd St, SW
Washington, DC 20416

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
15 U.S.C. 648(a)(1); 13 C.F.R. Part 130

9a. GRANTEE NAME AND ADDRESS CSU FULLERTON AUXILIARY SERVICES CORPORATION 1121 N State College Blvd Fullerton, CA 92831-3014	9b. GRANTEE PROJECT DIRECTOR Michael Daniel 1121 N State College Blvd CSU Fullerton Fullerton, CA 92831-3014 Phone: 657-278-5168
10a. GRANTEE AUTHORIZING OFFICIAL Trang Do 1121 N State College Blvd CSU Fullerton Fullerton, CA 92831-3014 An authorized representative electronically signed the award on 12/12/2022	10b. FEDERAL PROJECT OFFICER Mr. David B Jackson 409 3rd St SW Washington, DC 20416-0011 Phone: 303-844-6464

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 628,067.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	2,446,642.49	c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits	672,528.83	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 628,067.00	
c. Total Personnel Costs	3,119,171.32	13. Total Federal Funds Awarded to Date for Project Period 628,067.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	3,298.89	YEAR	TOTAL DIRECT COSTS
f. Travel	14,359.80	a. 2	d. 5
g. Construction	632,635.39	b. 3	e. 6
h. Other	181,039.16	c. 4	f. 7
i. Contractual	210.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	3,950,714.56	a. DEDUCTION	
k. INDIRECT COSTS	1,395,738.28	b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET	5,346,452.84	c. MATCHING	
m. Federal Share	628,067.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	4,718,385.84	e. OTHER (See REMARKS)	
REMARKS (Other Terms and Conditions Attached - <input checked="" type="radio"/> Yes <input type="radio"/> No)		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
See next page		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

GRANTS MANAGEMENT OFFICIAL:

Edna Greene, Program Analyst
409 3rd Street, 6th Floor
Washington, DC 20416-2041
Phone: 12022059424

17. OBJ CLASS 4110	18a. VENDOR CODE 1952081258A2	18b. EIN 952081258	19a. UEI VQ5WK498QDC6	19b. DUNS 106670755	20. CONG. DIST. 39
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. 2023.340400DB.603001	b. OEDSB230016A	c. OEDSB	d. \$628,067.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 12/10/2022
GRANT NO. SBAOEDSB230016-01-00	

REMARKS:

The project period and budget period for this award is from 01/01/2023 to 12/31/2024 for a total amount of \$2,990,794 in Federal funds. However, Federal funding available at this time is limited to \$628,067 for this budget period. Receipt of any future funding is contingent upon the availability of funds from Congress, satisfactory performance and is at the sole discretion of the Small Business Administration. The Small Business Administration is not liable for any obligations, expenditures, of commitments which involves any amount in excess of Federal financial assistance presently available.

No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under this award. Notifications affecting funding or notice of non-availability of additional funding for future years will be made only by the Grants Officer.

AWARD ATTACHMENTS

CSU FULLERTON AUXILIARY SERVICES CORPORATION

SBAOEDSB230016-01-00

1. 2023 CSU Fullerton SBDC Specific T&Cs
2. FY22 SBA Standard Terms and Conditions

RECIPIENT: California State University Fullerton Auxiliary Services Corporation
COOPERATIVE AGREEMENT NO.: SBAOEDSB230016-01-00
PAYMENT COOPERATIVE AGREEMENT NO.: SBAHQ23B0005
ADMINISTRATIVE CODE: NO: 3603001EZ03774

CALENDAR YEAR NOTICE OF AWARD
DATE ISSUED: 12/10/2022

Page 1 of 2

Program Terms and Conditions

These program Terms and Conditions are specific to the SBDC program. They can be found:
<https://www.sba.gov/document/support-sbdc-program-terms-conditions>.

The terms and conditions set forth below are those particular to this non-Federal entity:

*Program Term 2: Points of Contact

1. Grants Management Specialist (GMS)

Name: Erika Beasley
Address: U.S. Small Business Administration
Office of Small Business Development Centers
409 3rd Street, S.W. 6th Floor
Washington, DC 20416
Telephone Number: (202) 505-7266
Email Address: erika.beasley@sba.gov

2. District Office Project Officer (PO)

Name: Christopher A. Lorenzana
Address: U.S. Small Business Administration
Orange County/Inland Empire District Office
5 Hutton Centre Drive, Suite 900
Santa Ana, California 92707
Telephone Number: (714) 560-7453
Email Address: christopher.lorenzana@sba.gov

*See additional Point of Contacts on Notice of Award.

Program Term 4: Award Expectations and Project Deliverables (See also Standard Term 11)

You, the Non-Federal Entity/SBDC Network, acknowledge you will conduct the project funded under this Award in accordance with your approved technical proposal, goals, milestones, and budget. Changes to these guiding documents must be submitted to SBA for pre-approval in accordance with the SBA Standard Terms and Conditions (Standard Term 8) and with the Program Terms and Conditions (Program Term 27). See also Standard Term 11.

The negotiated goals set for this award are as follows:

- Unique Clients Served – **4,643**
- Jobs Supported – **16,748**
- New Business Starts – **305**
- Capital Infusion (to include SBA loans, non-SBA loans, and equity investment) – **\$109,265,335**

RECIPIENT: California State University Fullerton Auxiliary Services Corporation
COOPERATIVE AGREEMENT NO.: SBAOEDSB230016-01-00
PAYMENT COOPERATIVE AGREEMENT NO.: SBAHQ23B0005
ADMINISTRATIVE CODE: NO: 3603001EZ03774

CALENDAR YEAR NOTICE OF AWARD
DATE ISSUED: 12/10/2022

Page 2 of 2

Program Term 8: Reporting Requirements

Please see below an exception to this section of the Program Year 2023 SBA Award Program Terms and Conditions for the Small Business Development Center Program.

EXCEPTION: FY/CY2023 Financial and Programmatic reports must be uploaded to GrantSolutions as a Grant Note. These reports are no longer emailed to SBDCPayments@sba.gov.

You must continue to email the Financial and Programmatic reports to the SBA District Office SBDC Project Officer.

Program Term 18: Funds Management and Payment

To receive reimbursement (i.e., payment) for the Small Business Development Center FY/CY 2023 Awards issued through the GrantSolutions grant management system, You must enter the **Payment Cooperative Agreement Number (PCAN)** on the Request for Advance or Reimbursement (SF-270). The **PCAN** can be found on this document in the header section. You must enter the **PCAN** in Block 4 on the SF-270.

The SF-270 must be uploaded to GrantSolutions as a Grant Note. The SF-270 is no longer emailed to SBDCPayments@sba.gov

Program Term 46: Approved Budget

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

Program Lead Center and Network Service Centers

1. CSU Fullerton Auxiliary Services Corporation – Lead Center
2. CSU Fullerton Auxiliary Services Corporation – CSUFASC SBDC
3. Orange County Hispanic Chamber of Commerce – OCHCC SBDC
4. Rancho Santiago Community College District – Digital Media Lab at RSCCD
5. San Bernardino University Enterprise Corporation – IE SBDC
6. County of Riverside Economic Development Agency – Coachella Valley SBDC
7. OCTANe – Launch Pad SBDC
8. University of California Riverside – EPIC SBDC



U.S. Small Business
Administration

SBA Award Standard Terms

1. Standard Term - Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the Small Business Administration (SBA), the non-federal entity acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the non-federal entity cannot accept the terms, the non-federal entity should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a non-federal entity, the contents of the Notice of Award (NoA) are binding on the non-federal entity unless and until modified by a revised NoA signed by the GMO.

Certification Statement: By drawing down funds, the non-federal entity certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Non-federal entities of Small Business Administration (SBA) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the SBA Grants Policy effective at the time of a new, non-competing continuation, or renewal award, including the requirements of OMB grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Notice of Funding Opportunity (NOFO).

2. Standard Term - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for SBA Awards

The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.

(https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab_02.tpl).

Under the authority listed above, the U.S. Small Business Administration adopts the Office of Management and Budget (OMB) Guidance in 2 CFR part 200, except for 2CFR 200.74, 200.92, and 200.93. Thus, this part gives regulatory effect to the OMB guidance and supplements the guidance as needed for the Administration.

Federal Grants

On December 22, 2020, the United States District Court for the Northern District of California issued a preliminary injunction, enjoining Sections 4 and 5 of Executive Order 13950 “Combating Race and Sex Stereotyping.” So long as the December 22, 2020 preliminary injunction remains in force, the government shall not insist on, impose, or include—or instruct, require, facilitate, or permit any agency to insist on, impose, or include—conditions in any grant program requiring grant recipients or subaward recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order; and the government shall not enforce any such conditions imposed on recipients and subrecipients to the extent they have already been included in government grants or subawards. To the extent that you have included the Executive Order’s provisions in subawards, please provide those subaward recipients with a copy of this notice.

- The Preliminary Injunction prohibits the Government from requiring grant or subaward recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order. Therefore, until further notice, agencies must take all necessary steps to ensure that any new grants and notices of funding opportunities do not contain any provision that would require recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order.
- For any existing grant that requires recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order, agencies must not take any action to enforce those particular provisions. Accordingly, agencies must take all reasonable steps to ensure their workforces understand that during the time the preliminary injunction remains in force, they:
 1. shall not insist on, impose, or include—or instruct, require, facilitate, or permit any agency to insist on, impose, or include—conditions in any grant program requiring grant recipients or subaward recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order; and
 2. shall not enforce any such conditions imposed on recipients and subrecipients to the extent those conditions have already been included in government grants or subawards.
- In addition, agencies shall take all reasonable steps to notify recipients and subrecipients who have already been awarded government grants or subawards subject to those conditions, such as by providing them with the following notice:

3. Standard Term - Award Expectations

The eligibility and program requirements originally outlined in NOFO must continue to be adhered to as the funded project is implemented. Non-federal entities must comply with the performance goals, milestones, outcomes, and performance data collection and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by SBA.

4. Standard Term - Flow down of requirements to sub- recipients

The non-federal entity, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR §§ 200.330 -200.332 Sub-recipient monitoring and management.

5. Standard Term - Future Funding

If indicated in the NoA, recommended future support reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the award is documented and acceptable.

6. Standard Term - Non-Supplant

Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award non-federal entities may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

7. Standard Term - Unallowable Costs

Unless authorized under the Special Terms and Conditions, all costs incurred prior to the award issue date and costs not consistent with the funding opportunity and/or 2 CFR Part 200 are not allowable under this award.

8. Standard Term - Prior Approval

SBA anticipates that the non-federal entity may need to modify the non-federal entity's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, non-federal entities are allowed a certain degree of latitude to re-budget within and between budget categories (10% or less) to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 2 CFR Part 200, as applicable.

Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 2 CFR Part 200 or the SBA Grants Policy Statement, must be submitted in writing to the GMO within 45 days of grant expiration. Based on the nature, extent, and timing of the request, the SBA GMO may approve, deny, or request additional material to further document and evaluate your request. Only responses provided by the GMO are considered valid. If SBA approves the request, an amended Notice of Award (NoA) will be issued. Verbal authorization is not approval and is not binding on SBA. Non-federal entities that proceed on the basis of actions by unauthorized officials do so at their own risk, and SBA is not bound by such responses.

Prior approval is required for, but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions (more than 10% or when requesting a new budget cost category), Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions.

SBA may confer a one-time extension of the expiration date of this Award for up to 12 additional months if You can demonstrate more time is necessary for the adequate completion of specific project objectives. A request for an extension must be in writing (with supporting justification) and must be received by the Grants Officer Technical Representative (GOTR) at least 45 calendar days prior to the scheduled expiration of this Award. SBA will not approve any extension request that:

- i. Is solely for the purpose of expending remaining funds;
- ii. Is for a project that previously received an extension;
- iii. Is more than 12 months in length;
- iv. Requires the commitment of additional Federal funds; or
- v. Involves any change in the objectives or scope of the project.

9. Standard Term - Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/non-federal entity must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, DOJ, and OMB memorandums, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulation requirements.

10. Standard Term - Executive Pay

The Consolidated Appropriations Act, 2020 (Pub. L.116-94) signed into law on December 20, 2019, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary per E.O. 13756, was increased to \$199,300 effective January 2021.

The law limits the salary amount that may be awarded and charged to SBA assistance agreements and cooperative agreements. Award funds may not be used to pay the salary of any individual at a rate in excess of Executive Level II. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an SBA grant or cooperative agreement.

11. Standard Term - Non-federal Entity Responsibilities

- a. Conduct the project funded under this Award in accordance with Your approved Technical Proposal, budget, and goals, milestones, timelines, or metrics. Changes to any

of these guiding documents must be submitted to SBA for pre-approval in accordance with all SBA terms and conditions.

- b. Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your AOR or other designated representatives, must be reported promptly to SBA.
- c. Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- d. Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.
 - Provide full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan.
 - Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.
 - Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."
- e. Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.
- f. Promote SBA programs, products, and services to clients, as appropriate.
- g. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- h. Provide at least 40 hours per week of availability to assist clients, including sufficient evening and weekend availability and on-line and telephone assistance, to meet the needs of Your service area and clientele. Although You may maintain multiple service locations, no more than two locations may count toward meeting the weekly service hours requirement.
- i. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- j. Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.

- k. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- l. Submit and update information to USASpending.gov and other Federal databases, as required.

12. Standard Term - SAM and UEI

Requirements Awards are subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) (NOW SAM) AND Unique Entity Identifier (UEI) Numbers. 2 CFR Part 25 - Appendix A4, System of Award Management (SAM) and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you, as the non-federal entity, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier If you are authorized (reference project description) to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.

13. Standard Term - Federal Financial Accountability and Transparency Act (FFATA)

Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the

obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report.

You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the non-federal entity.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non- Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the non-federal entity) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the non-federal entity's or subrecipient's preceding fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

14. Standard Term - FAPIIS - Recipient Integrity and Performance

Appendix XII to 2 CFR Part 200

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the non-federal entity during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

Unless specified otherwise in the Special Terms and Conditions for Your award, the following reporting timelines apply:

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

Financial Reporting – Non-Federal Entities are required to submit quarterly and annual financial reports (SF – 425). All SF - 425 are reported cumulatively.

Quarterly Reports – are due thirty (30) days following the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1.

Annual Reports – The first reflects the initial 12-month period. For example, awards issued on 10/01, the report period ends on 9/30 the following year and is due on 10/31. *Subsequent annual reports should build upon the previous annual report.*

Program Progress Reporting – Program Progress Reports are due quarterly, thirty (30) days following the end of the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1, unless otherwise stipulated in program special terms and conditions.

15. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.

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

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

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

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

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

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

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

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

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. Additionally, You may not use the SBA logo on any social media sites or services without obtaining prior approval from SBA. For further guidance regarding the prior approval process, see Part III(A)(13) above.

16. Standard Term - Acknowledgement of Federal Funding at Conferences and Meetings

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award.

17. Standard Term - Mandatory Disclosures

Consistent with 2 CFR 200.113, applicants and non-federal entity's must disclose in a timely manner, in writing to the SBA awarding agency with a copy to the SBA Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the SBA OIG, all information related to

violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the SBA OIG and OGM at the following addresses:

US Small Business Administration

Attention: Office of Grants Management

409 3rd Street SW, Suite 5000

Washington, DC 20416

AND

US Small Business Administration

Office of Inspector General

409 3rd Street SW, 5th Floor

Washington, DC 20416

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 remedies for noncompliance, including suspension or debarment.

18. Lobbying Restrictions

Per 2 CFR §200.450, Recipients are subject to the restrictions on lobbying as set forth in 2 CFR part 200.

18 U.S.C. § 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of 31 U.S.C. § 1352(a).

19. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the Non-federal entity will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug- Free Workplace for Financial Assistance are found in 2 CFR part 182; SBA implementing regulations are set forth in 2 CFR part 382.400. All non-federal entities of SBA grant funds must comply with the requirements in Subpart B (or Subpart C if the non-federal entity is an individual) of part 382.

20. Non- Transferability

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

21. Standard Term - Advancing Racial Equity and Support for Underserved Communities

Executive Order: Advancing Racial Equity and Support for Underserved Communities through the Federal Governments (E.O. 13985 can be found at:

<https://www.federalregister.gov/documents/2021/01/25/2021-01753/advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government>)

22. Standard Term - Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

Award Term from 2 C.F.R. § 175.15(b): Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or
- c) Use forced labor in the performance of the award or subawards under the award.

2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Non-procurement)."

b. Provision applicable to a non-federal entity other than a private entity. We as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

a) Associated with performance under this award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any non-federal entity.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) "Employee" means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) “Private entity”:

- Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- Includes:

A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

A for-profit organization.

4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. Standard Term - Accessibility Provisions

Non-federal entities of federal financial assistance (FFA) from SBA must administer their programs in compliance with federal civil rights law. This means that non-federal entities of SBA funds must ensure equal access to their programs without regard to a person’s race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. SBA provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency.

The SBA Office for Civil Rights also provides guidance on complying with civil rights laws enforced by SBA.

Recipients of SBA also have specific legal obligations for serving qualified individuals with disabilities. Please contact the SBA Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at 1- 800-827-5722.

24. Standard Term - Accessibility of Facilities and Events

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the

public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

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

25. Standard Term - Data Collection and Performance Measurement:

All non-federal entities are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Non-federal entities must comply with the performance goals, milestones, and expected outcomes as reflected in the Notice of Funding Opportunity (NOFO) and are required to submit data per reporting requirements.

Please contact your GOTR for additional submission information.

26. Standard Term - Procurement of Goods and Services:

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

27. Standard Term – Audits

If You are not subject to the requirements of the Single Audit Act, You must prepare an annual financial statement. If Your organization has been categorized as a high-risk entity by SBA due to financial and/or performance issues, you will be required to obtain an audited annual financial statement at your own expense until such time as Your organization is removed from the high-risk category.

Non-federal entities are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

28. Standard Term – Recordkeeping

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to

review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records You must maintain on this project include:

- i. The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- ii. Contact information for project clients and a log of the type and amount of assistance provided.
- iii. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313.
- iv. Your ledgers and annual A-133 Audit Report. If You are not subject to the requirements of the Single Audit Act, You must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- v. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- vi. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- vii. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B

Records may be kept in hard copy, electronic, or facsimile form and must be retained for no less than three years from the date the final project report is due. For further guidance regarding recordkeeping requirements, see 2 C.F.R. §§ 200.333 – 200.337.

Standard Term – Closeout Requirements

All Final Reports are due within one hundred and twenty (120) days after the expiration of the project period. The following reports are required.

- Final payment document (SF-270)
- Final Federal Financial Report (SF-425)
- Final Performance Report
- De-obligation Letter

29. Standard Term - Ad Hoc Submissions

Throughout the project period, SBA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:

- Payroll
- Invoices

- Consultant Contract documentation
- Proof of project implementation

30. Standard Term - Submitting Responses to Conditions and Reporting Requirements

Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted to the Program Office and the Office of Grants Management (OGM).

31. Standard Term - FAIN/UEI

The Unique Entity Identifier (formerly DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A Unique Entity Identifier number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

32. Standard Term – Whistleblower Protection

If you are a Federal employee, or employee of a contractor, subcontractor, or grantee submitting information to the SBA OIG regarding fraud waste or abuse in the SBA's programs or operations, you are probably a whistleblower. Please be aware, however that specific criteria apply to whistleblower protections afforded by law. For example, disclosures by current and former federal employees, applicants for federal employment, and employees of a federal contractor, subcontractor, or grantee have special meaning and protections.

Federal law prohibits governmental personnel from retaliating against an employee who acts as a whistleblower by reporting suspected waste, fraud or abuse to the OIG. Under the Federal prohibited personnel practices, 5 U.S.C. §2302(b)(8), employees may not “take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment” because the person has disclosed information to an OIG which he or she reasonably believes is evidence of (1) a violation of any law, rule, or regulation, or (2) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, so long as the disclosure is not specifically prohibited by law or Executive Order.

Reporting Fraud

The OIG encourages all SBA employees and lenders to be on the lookout for fraud. If you suspect fraud, please report it to the OIG immediately by contacting the OIG Hotline at 1-800-767-0385 or OIGHotline@sba.gov(link sends e-mail).

33. Standard Term – Restrictions on Certain Types of Clients

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

- is other than small;
- is based in a foreign country;
- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- derives more than one-third of its gross annual revenue from legal gambling activities;

- presents live performances of a prurient sexual nature or derives more than a de-minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

34. Standard Term – Governing Authority/Order of Precedence

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

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Program Announcement No. [Number], [any existing policy documents You want them to follow (e.g., manuals, etc.)], and any subsequently issued SBA policy guidance.
3. Those terms and conditions set forth below.
4. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

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

Definitions

The definitions listed below apply to all SBA Awards. Additional definitions relating to a particular SBA program may be found in the grant program regulations, Program Announcement, and/or Special Terms and Conditions.

- a. Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.
- b. Client – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.
- c. Client Information – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.
- d. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C: a. A governmental organization, which is a state, local government, or Indian Tribe; b. A foreign public entity; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- e. Key Personnel – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, counselors, and instructors, but not support staff.
- f. Overmatch(ed) – a level of matching contributions that exceeds the amount required.
- g. Program Income – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees, sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Does not include interest earned on advances of Federal funds.
- h. Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.
- i. Subaward: a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient. b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330). c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- j. System of Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a non-federal entity. Additional information about registration procedures may be found at the SAM Internet site (currently at: <http://www.sam.gov>).
- k. Unique entity identifier (UEI) means the identifier required for SAM registration to uniquely identify business entities.

I. You – the non-federal entity organization (recipient) for the Award.

1. DATE ISSUED MM/DD/YYYY 03/31/2023		1a. SUPERSEDES AWARD NOTICE dated 12/10/2022 Exhibit C except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 59.037 - SMALL BUSINESS DEVELOPMENT CENTERS			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. SBAOEDSB230016-01-01 Formerly		5. TYPE OF AWARD Training	
4a. FAIN SBAOEDSB230016		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD From 01/01/2023		Through 12/31/2024	
7. BUDGET PERIOD From 01/01/2023		Through 12/31/2023	
8. TITLE OF PROJECT (OR PROGRAM) Small Business Development Centers			

U.S. Small Business Administration

Office of Grants Management (OGM)

Small Business Administration
409 3rd St, SW
Washington, DC 20416

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
15 U.S.C. 648(a)(1); 13 C.F.R. Part 130

9a. GRANTEE NAME AND ADDRESS CSU Fullerton Auxiliary Services Corporation 1121 N State College Blvd Fullerton, CA 92831-3014		9b. GRANTEE PROJECT DIRECTOR Michael Daniel 1121 N State College Blvd CSU Fullerton Fullerton, CA 92831-3014 Phone: 657-278-5168	
10a. GRANTEE AUTHORIZING OFFICIAL Trang Do 1121 N State College Blvd CSU Fullerton Fullerton, CA 92831-3014 An authorized representative electronically signed the award on 04/03/2023		10b. FEDERAL PROJECT OFFICER Mr. David B Jackson 409 3rd St SW Washington, DC 20416-0011 Phone: 303-844-6464	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) 3,034,672.00			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods 0.00			
a. Salaries and Wages	3,736,717.00			c. Less Cumulative Prior Award(s) This Budget Period 628,067.00			
b. Fringe Benefits	1,047,843.00			d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 2,406,605.00			
c. Total Personnel Costs	4,784,560.00			13. Total Federal Funds Awarded to Date for Project Period 3,034,672.00			
d. Equipment	0.00			14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
e. Supplies	15,709.00			YEAR		TOTAL DIRECT COSTS	
f. Travel	68,380.00			a. 2		d. 5	
g. Construction	849,454.00			b. 3		e. 6	
h. Other	376,806.00			c. 4		f. 7	
i. Contractual	1,000.00			15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
j. TOTAL DIRECT COSTS	6,095,909.00			a. DEDUCTION			
k. INDIRECT COSTS	1,666,670.00			b. ADDITIONAL COSTS			
I. TOTAL APPROVED BUDGET 7,762,579.00				c. MATCHING			
m. Federal Share	3,034,672.00			d. OTHER RESEARCH (Add / Deduct Option)			
n. Non-Federal Share	4,727,907.00			e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - Yes No)

Block 7, Budget Period is changed to: 01/01/2023 – 12/31/2023.

This Award has a one-year budget period and a two-year period of performance. You, the Non-Federal Entity may expend funds within the period of performance.

All other Terms and Conditions remain the same.

GRANTS MANAGEMENT OFFICIAL:

Edna Greene, Program Analyst
409 3rd Street, 6th Floor
Washington, DC 20416-2041
Phone: 12022059424

17. OBJ CLASS 4110	18a. VENDOR CODE 1952081258A2	18b. EIN 952081258	19a. UEI VQ5WK498QDC6	19b. DUNS 106670755	20. CONG. DIST. 39
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. 2023.340400DB.603001	b. OEDSB230016A	c. OEDSB	d. \$2,406,605.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

AWARD ATTACHMENTS

CSU Fullerton Auxiliary Services Corporation

SBAOEDSB230016-01-01

1. SBA FY23 Terms and Conditions

SBA Award Standard Terms

1. Standard Term - Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the Small Business Administration (SBA), the non-federal entity acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the non-federal entity cannot accept the terms, the non-federal entity should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a non-federal entity, the contents of the Notice of Award (NoA) are binding on the non-federal entity unless and until modified by a revised NoA signed by the GMO.

Certification Statement: By drawing down funds, the non-federal entity certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Non-federal entities of Small Business Administration (SBA) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the SBA Grants Policy effective at the time of a new, non-competing continuation, or renewal award, including the requirements of OMB grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Notice of Funding Opportunity (NOFO).

2. Standard Term - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for SBA Awards

The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.

(https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab_02.tpl).

Under the authority listed above, the U.S. Small Business Administration adopts the Office of Management and Budget (OMB) Guidance in 2 CFR part 200, except for 2CFR 200.74, 200.92, and 200.93. Thus, this part gives regulatory effect to the OMB guidance and supplements the guidance as needed for the Administration.

3. Standard Term - Award Expectations

The eligibility and program requirements originally outlined in NOFO must continue to be adhered to as the funded project is implemented. Non-federal entities must comply with the performance goals, milestones, outcomes, and performance data collection and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by SBA.

4. Standard Term - Flow down of requirements to sub- recipients

The non-federal entity, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR §§ 200.330 -200.332 Sub-recipient monitoring and management.

5. Standard Term - Future Funding

If indicated in the NoA, recommended future support reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the award is documented and acceptable.

6. Standard Term - Non-Supplant

Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award non-federal entities may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

7. Standard Term - Unallowable Costs

Unless authorized under the Special Terms and Conditions, all costs incurred prior to the award issue date and costs not consistent with the funding opportunity and/or 2 CFR Part 200 are not allowable under this award.

8. Standard Term - Prior Approval

SBA anticipates that the non-federal entity may need to modify the non-federal entity's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, non-federal entities are allowed a certain degree of latitude to re-budget within and between budget categories (10% or less) to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 2 CFR Part 200, as applicable.

Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 2 CFR Part 200 or the SBA Grants Policy Statement, must be submitted in writing to the GMO within 45 days of grant expiration. Based on the nature, extent, and timing of the request, the SBA GMO may approve, deny, or request additional material to further document and evaluate your request. Only responses provided by the GMO are considered valid. If SBA approves the request, an amended Notice of Award (NoA) will be issued. Verbal authorization is not approval and is not binding on SBA. Non-federal entities that proceed on the basis of actions by unauthorized officials do so at their own risk, and SBA is not bound by such responses.

Prior approval is required for, but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions (more than 10% or when requesting a new budget cost category), Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions.

SBA may confer a one-time extension of the expiration date of this Award for up to 12 additional months if You can demonstrate more time is necessary for the adequate completion of specific project objectives. A request for an extension must be in writing (with supporting justification) and must be received by the Grants Officer Technical Representative (GOTR) at least 45 calendar days prior to the scheduled expiration of this Award. SBA will not approve any extension request that:

- i. Is solely for the purpose of expending remaining funds;
- ii. Is for a project that previously received an extension;
- iii. Is more than 12 months in length;
- iv. Requires the commitment of additional Federal funds; or
- v. Involves any change in the objectives or scope of the project.

9. Standard Term - Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/non-federal entity must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, DOJ, and OMB memorandums, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulation requirements.

10. Standard Term - Executive Pay

The Executive Schedule (ES) sets the yearly salaries for top government officials, including the leaders and senior personnel in over 75 Federal government agencies.

The Executive Level II salary cap limitation for calendar year (CY) 2022 was increased to \$203,700 by Executive Order 14061 effective January 2nd. An individual's Institutional Base Salary (IBS) should be reflected in the proposal budget or budget justification section for all salary requests.

The current Executive Level II salary can be found at the Office of Personnel Management's website at [General Schedule \(opm.gov\)](https://www.opm.gov)

The law limits the salary amount that may be awarded and charged to SBA assistance agreements and cooperative agreements. Award funds may not be used to pay the salary of any individual at a rate in excess of Executive Level II. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an SBA grant or cooperative agreement.

11. Standard Term - Non-federal Entity Responsibilities

- a. Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your AOR or other designated representatives, must be reported promptly to SBA.
- b. Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- c. Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.
 - a. Provide full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan.
 - b. Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.
 - c. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."
- d. Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.
- e. Promote SBA programs, products, and services to clients, as appropriate.
- f. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- g. Provide at least 40 hours per week of availability to assist clients, including sufficient evening and weekend availability and on-line and telephone assistance, to meet the needs of Your service area and clientele. Although You may maintain multiple service locations, no more than two locations may count toward meeting the weekly service hours requirement.
- h. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- i. Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.

- j. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- k. Submit and update information to USASpending.gov and other Federal databases, as required.

12. Standard Term - SAM and UEI

Requirements Awards are subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) (NOW SAM) AND Unique Entity Identifier (UEI) Numbers. 2 CFR Part 25 - Appendix A4, System of Award Management (SAM) and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you, as the non-federal entity, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier If you are authorized (reference project description) to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.

13. Standard Term - Federal Financial Accountability and Transparency Act (FFATA)

Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the

obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report.

You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the non-federal entity.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non- Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the non-federal entity) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the non-federal entity's or subrecipient's preceding fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

14. Standard Term - FAPIIS - Recipient Integrity and Performance

Appendix XII to 2 CFR Part 200

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the non-federal entity during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

Unless specified otherwise in the Special Terms and Conditions for Your award, the following reporting timelines apply:

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

Financial Reporting – Non-Federal Entities are required to submit quarterly and annual financial reports (SF – 425). All SF - 425 are reported cumulatively.

Quarterly Reports – are due thirty (30) days following the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1.

Annual Reports – The first reflects the initial 12-month period. For example, awards issued on 10/01, the report period ends on 9/30 the following year and is due on 10/31. *Subsequent annual reports should build upon the previous annual report.*

Program Progress Reporting – Program Progress Reports are due quarterly, thirty (30) days following the end of the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1, unless otherwise stipulated in program special terms and conditions.

15. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.

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

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

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

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

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

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

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

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

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. Additionally, You may not use the SBA logo on any social media sites or services without obtaining prior approval from SBA. For further guidance regarding the prior approval process, see Part III(A)(13) above.

16. Standard Term - Acknowledgement of Federal Funding at Conferences and Meetings

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award.

17. Standard Term - Mandatory Disclosures

Consistent with 2 CFR 200.113, applicants and non-federal entity's must disclose in a timely manner, in writing to the SBA awarding agency with a copy to the SBA Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the SBA OIG, all information related to

violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the SBA OIG and OGM at the following addresses:

US Small Business Administration

Attention: Office of Grants Management

409 3rd Street SW, Suite 5000

Washington, DC 20416

AND

US Small Business Administration

Office of Inspector General

409 3rd Street SW, 5th Floor

Washington, DC 20416

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 remedies for noncompliance, including suspension or debarment.

18. Lobbying Restrictions

Per 2 CFR §200.450, Recipients are subject to the restrictions on lobbying as set forth in 2 CFR part 200.

18 U.S.C. § 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of 31 U.S.C. § 1352(a).

19. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the Non-federal entity will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug- Free Workplace for Financial Assistance are found in 2 CFR part 182; SBA implementing regulations are set forth in 2 CFR part 382.400. All non-federal entities of SBA grant funds must comply with the requirements in Subpart B (or Subpart C if the non-federal entity is an individual) of part 382.

20. Non- Transferability

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

21. Standard Term - Advancing Racial Equity and Support for Underserved Communities

Executive Order: Advancing Racial Equity and Support for Underserved Communities through the Federal Governments (E.O. 13985 can be found at: <https://www.federalregister.gov/documents/2021/01/25/2021-01753/advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government>)

22. Standard Term - Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012- title2-vol1-sec175-15.pdf>.

Award Term from 2 C.F.R. § 175.15(b): Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b) Procure a commercial sex act during the period of time that the award is in effect; or

c) Use forced labor in the performance of the award or subawards under the award.

2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Non-procurement)."

b. Provision applicable to a non-federal entity other than a private entity. We as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

a) Associated with performance under this award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any non-federal entity.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) "Employee" means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) “Private entity”:

- Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- Includes:

A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

A for-profit organization.

4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. Standard Term - Accessibility Provisions

Non-federal entities of federal financial assistance (FFA) from SBA must administer their programs in compliance with federal civil rights law. This means that non-federal entities of SBA funds must ensure equal access to their programs without regard to a person’s race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. SBA provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency.

The SBA Office for Civil Rights also provides guidance on complying with civil rights laws enforced by SBA.

Recipients of SBA also have specific legal obligations for serving qualified individuals with disabilities. Please contact the SBA Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at 1- 800-827-5722.

24. Standard Term - Accessibility of Facilities and Events

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the

public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

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

25. Standard Term - Data Collection and Performance Measurement:

All non-federal entities are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Non-federal entities must comply with the performance goals, milestones, and expected outcomes as reflected in the Notice of Funding Opportunity (NOFO) and are required to submit data per reporting requirements.

Please contact your GOTR for additional submission information.

26. Standard Term - Procurement of Goods and Services:

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

27. Standard Term – Audits

If You are not subject to the requirements of the Single Audit Act, You must prepare an annual financial statement. If Your organization has been categorized as a high-risk entity by SBA due to financial and/or performance issues, you will be required to obtain an audited annual financial statement at your own expense until such time as Your organization is removed from the high-risk category.

Non-federal entities are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

28. Standard Term – Recordkeeping

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to

review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records You must maintain on this project include:

- i. The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- ii. Contact information for project clients and a log of the type and amount of assistance provided.
- iii. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313.
- iv. Your ledgers and annual A-133 Audit Report. If You are not subject to the requirements of the Single Audit Act, You must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- v. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- vi. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- vii. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B

Records may be kept in hard copy, electronic, or facsimile form and must be retained for no less than three years from the date the final project report is due. For further guidance regarding recordkeeping requirements, see 2 C.F.R. §§ 200.333 – 200.337.

29. Standard Term – Closeout Requirements

All Final Reports are due within one hundred and twenty (120) days after the expiration of the project period. The following reports are required.

- Final payment document (SF-270)
- Final Federal Financial Report (SF-425)
- Final Performance Report
- De-obligation Letter

30. Standard Term - Ad Hoc Submissions

Throughout the project period, SBA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:

- Payroll
- Invoices

- Consultant Contract documentation
- Proof of project implementation

31. Standard Term - Submitting Responses to Conditions and Reporting Requirements

Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted to the Program Office and the Office of Grants Management (OGM).

32. Standard Term - UEI

As of April 4, 2022, the Federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the Federal government use the Unique Entity ID created in SAM.gov.

If your entity is registered in SAM.gov, your Unique Entity ID has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The Unique Entity ID is located on your entity registration record.

33. Standard Term – Whistleblower Protection

If you are a Federal employee, or employee of a contractor, subcontractor, or grantee submitting information to the SBA OIG regarding fraud waste or abuse in the SBA's programs or operations, you are probably a whistleblower. Please be aware, however that specific criteria apply to whistleblower protections afforded by law. For example, disclosures by current and former federal employees, applicants for federal employment, and employees of a federal contractor, subcontractor, or grantee have special meaning and protections.

Federal law prohibits governmental personnel from retaliating against an employee who acts as a whistleblower by reporting suspected waste, fraud or abuse to the OIG. Under the Federal prohibited personnel practices, 5 U.S.C. §2302(b)(8), employees may not “take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment” because the person has disclosed information to an OIG which he or she reasonably believes is evidence of (1) a violation of any law, rule, or regulation, or (2) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, so long as the disclosure is not specifically prohibited by law or Executive Order.

Reporting Fraud

The OIG encourages all SBA employees and lenders to be on the lookout for fraud. If you suspect fraud, please report it to the OIG immediately by contacting the OIG Hotline at 1-800-767-0385 or OIGHotline@sba.gov(link sends e-mail).

34. Standard Term – Restrictions on Certain Types of Clients

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

- is other than small;
- is based in a foreign country;
- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;

- derives more than one-third of its gross annual revenue from legal gambling activities;
- presents live performances of a prurient sexual nature or derives more than a de-minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

35. Standard Term – Governing Authority/Order of Precedence

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

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Program Announcement No. [Number], [any existing policy documents You want them to follow (e.g., manuals, etc.)], and any subsequently issued SBA policy guidance.
3. Those terms and conditions set forth below.
4. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

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

Definitions

The definitions listed below apply to all SBA Awards. Additional definitions relating to a particular SBA program may be found in the grant program regulations, Program Announcement, and/or Special Terms and Conditions.

- a. Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.
- b. Client – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.
- c. Client Information – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.
- d. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- e. Key Personnel – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, counselors, and instructors, but not support staff.
- f. Overmatch(ed) – a level of matching contributions that exceeds the amount required.
- g. Program Income – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees, sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Does not include interest earned on advances of Federal funds.
- h. Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.
- i. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- j. System of Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a non-federal entity. Additional information about registration procedures may be found at the SAM Internet site (currently at: <http://www.sam.gov>).
- k. Unique entity identifier (UEI) means the identifier required for SAM registration to uniquely identify business entities.

I. You – the non-federal entity organization (recipient) for the Award.

U.S. Small Business Administration

Office of Small Business Development Centers

OSBDC FUNDING OPPORTUNITY

CALENDAR YEAR 2023

FUNDING OPPORTUNITY NO. SB-OEDSB-23-001

The purpose of this Funding Opportunity is to invite proposals for funding from entities that are current recipients of a Small Business Administration (SBA) Small Business Development Center (SBDC) award. Only applications that are submitted by SBDC Lead Centers will be considered for funding.

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3.0 Section I – Funding Opportunity Description

3.1. Program Overview

1.1.1.	Federal Agency Name	U. S. Small Business Administration, Office of Small Business Development Centers
1.1.2.	Funding Opportunity Title	Small Business Development Centers
1.1.3.	Announcement Type	Initial
1.1.4.	Funding Opportunity Number:	Funding Opportunity No. SB-OEDSB-23-001
1.1.5.	CDFR Number	59.037
1.1.6.	Closing Date for Submissions:	September 1, 2022, Proposal due to the OSBDC via www.grantsolutions.gov at 11:59 pm EDT for Funding Opportunity No. SB-OEDSB-23-001 for PY 2023.
1.1.7.	Authority:	Small Business Act, Section 21 (15 USC §648)
1.1.8.	Duration of Authority:	Permanent
1.1.9.	Funding Instrument:	Cooperative Agreement
1.1.10.	Funding:	Funding is for a twenty-four-month period.
1.1.11.	Award Amount/Funding Range:	Section 21 of the Small Business Act sets forth a formula by which funds are to be distributed among the States. This formula, for the most part, rests upon a per capita basis, subject to the amount of an appropriation in any given fiscal year. The funding amount for the SBDC Program for fiscal year 2023 will be funded at the level appropriated by Congress. The Recipient Organization receiving the Cooperative Agreement is required to match funding received on a 1:1 ratio unless otherwise authorized.
1.1.12.	Project Duration:	Awards will be made for a two-year period of performance SBA intends to continue to fund the SBDC Program annually, subject to availability of funds. However, an SBDC may not receive funding for future performance periods if there has been a clear showing of poor performance; improper activity affecting the operation and integrity of the SBDC; or a failure to follow the rules and procedures set forth in the statute regulation and/or Funding Opportunity (see 13 C.F.R. Part 130.700) as incorporated into the Cooperative Agreement; or has been denied Accreditation.
1.1.13.	Project Starting Date:	January 1, 2023, for Funding Opportunity No. SB-OEDSB-23-001 for PY 2023.
1.1.14.	Proposal Evaluation:	Proposals will be reviewed for sufficiency in meeting the requirements of the Program as defined in 13 C.F.R. Part 130.340. SBA may ask Applicants for clarification of the technical and cost aspects of proposals.
1.1.15.	Agency Programmatic Point of Contact:	Small Business Administration, Office of Small Business Development Centers, Email: SBDCGrantsq@sba.gov .

3.2. Introduction

The Small Business Development Centers (SBDC) Program is the U.S. Small Business Administration’s (SBA’s) largest matching grant-funded program providing quality service to the small business community. The SBDC Program has 63 Recipient Organizations - one in each state (with the exception of four regional SBDC networks in Texas and five regional networks in California), the District of Columbia, Puerto Rico,

the Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands. The Recipient Organization is responsible for establishing a Lead Center and a network of partner Service Centers to cover its designated area of service. The SBDC Program links the resources of Federal, state and local governments with the resources of the educational community and the private sector to provide assistance to the small business community. In partnership with SBA's Office of Small Business Development Centers (OSBDC) and District Offices, SBDCs develop business counseling and training programs, informational tools, and other services that enhance the economic development goals and objectives of SBA, in their respective service areas and their local funding partners.

3.3. Background

Since its inception in 1953, SBA has served to aid, counsel, assist, and protect the interests of small businesses. While SBA is best known for its financial support of small businesses through its many lending programs, the Agency also plays a critical role in providing funding to organizations that deliver technical assistance in the form of counseling and training to small business concerns and nascent entrepreneurs in order to promote growth, expansion, innovation, increased productivity, and management improvement. The mission of SBA's OSBDC, which bears responsibility for administering and overseeing the SBDC Program, is to provide assistance to the small business community by linking the resources of Federal, state, and local governments with the resources of the educational community and the private sector.

3.4. Purpose

Eligible organizations, as defined in Section 3.2, may apply to SBA for an award of financial assistance under this Funding Opportunity to fund an existing statewide or regional SBDC Program. SBDC Programs deliver professional, high quality, individualized business advising and technical assistance to existing small businesses and pre-venture entrepreneurs. SBDCs shall provide problem solving assistance to help small businesses access capital, develop and exchange new technologies, and improve business planning, strategy, operations, financial management, personnel administration, marketing, export assistance, sales and other areas required for small business growth and expansion, management improvement, increased productivity, and innovation.

3.5. Leveraging of Resources

Applicants selected for awards under this Funding Opportunity are required to maximize their efforts to leverage SBA funding by working in conjunction with SBA District Offices and other Federal, state, local and tribal government small business development programs and activities; SBA resource partners such as SCORE, Women's Business Centers (WBCs), Veterans Business Outreach Centers (VBOCs), SBA Community Navigators, 7(j) Technical Assistance providers, Small Business Investment Companies (SBICs), U.S. Export Assistance Centers (USEACs), Certified Development Companies (CDCs) and SBA lenders; universities, colleges, and other institutions of higher education; and private organizations such as chambers of commerce, and trade and industry groups and associations.

3.6. SBA Involvement and Oversight

The SBDC Program is managed by the Associate Administrator for Small Business Development Centers (AA/SBDC) at SBA Headquarters. The SBA will have substantial involvement in the administration, monitoring and oversight of the cooperative agreement. OSBDC shall assign a Grants Management Specialist (GMS) to review the budget and all fiscal documentation for compliance with applicable Federal and program requirements. The Grants Management Officer (GMO) issues the Notice of Award. A Program Manager within OSBDC serves as the Grants Officer's Technical Representative (GOTR) responsible for overall monitoring and oversight of the Recipient's SBDC Program award, including compliance with the terms of the Cooperative Agreement and program service delivery and performance. The SBA District Office will review the proposal for Agency priorities and performance goals and will

designate a Project Officer (PO) to conduct delegated grant monitoring activities on behalf of OSBDC. SBA will also conduct biennial financial and programmatic examinations of each SBDC Recipient, as required by statute. Performance goals are established by OSBDC and, where applicable, are negotiated in conjunction with the District Office.

3.7. Changes or Cancellation

SBA reserves the right to amend or cancel this Funding Opportunity, in whole or in part, at the Agency's discretion. Should SBA make material changes to this Funding Opportunity, the Agency will extend the closing date as necessary to afford Applicants sufficient opportunity to address such changes.

4.0 Section II – Award Information

4.1. Estimated Funding

SBA expects to issue awards based on the funds appropriated. The Federal budget for the SBDC Program for program year 2022 was \$138,000,000. Section 21 (a)(4)(C) of the Small Business Act sets forth a formula by which funds are to be distributed.

In the event that SBA is operating under a Continuing Resolution (CR) at the time of award, funding will be available during the period of the CR to the extent that funds are provided to the SBA for this purpose by the Office of Management and Budget (OMB). The amount available under the period of the CR may be less than the pro rata total anticipated amount of award.

Subject to the availability of funds and compliance with the terms and conditions of the Cooperative Agreement, SBA has the discretion to increase the award to an amount consistent with the authorized funding level under the federal appropriations law.

4.2. Expected Number of Awards

SBA anticipates making no more than 63 awards under this Notice of Funding Opportunity.

4.3. Period of Performance/Budget Periods

The period of performance for this award is two years.

4.3.1. Project Start Dates

The project start dates are January 1, 2023, for states/regions responding to Funding Opportunity No. SB-OEDSB-23-001 for CY 2023.

4.3.2. Continuation of Funds

SBA intends to award continuation funding to the Recipient under subsequent annual SBDC Cooperative Agreements for future fiscal/calendar years, subject to continued program authorization, availability of funds, satisfactory performance and the continued interest of the Recipient Organization. However, an SBDC may not receive continued funding if there has been a clear showing of poor performance, as measured by SBA. Poor performance is indicated by unsatisfactory oversight reviews (programmatic and/or financial), accreditation issues, improper or insufficient activity affecting the operation and integrity of the SBDC and/or a failure to follow the rules and procedures set forth in the statute, regulation, and/or Funding Opportunity. See [13 C.F.R. Part 130.700](#).

4.3.3. Intent to Renew

SBDCs wishing to exercise a renewal option must email the Letter of Intent to Renew to their assigned OSBDC Program Manager by the date listed on the SBDC Applicant's Timeline in Section 4.4 of this Funding Opportunity.

4.4. Funding Information

- Funds provided under the SBDC Program must be used solely for the purposes stipulated in this Funding Opportunity and the Notice of Award and may not be commingled with any other monies. All costs proposed in an Applicant's budget must meet the tests of allowability, allocability and reasonableness set forth in the Office of Management and Budget (OMB) Uniform Guidance at 2 C.F.R. Part 200, Subpart E.
- Reimbursement of indirect costs from Federal funds will be capped at a maximum of 20 percent, regardless of the amount stipulated in an Applicant's indirect cost rate (ICR) Agreement.
- Reimbursement is the preferred payment method for the SBDC Program. The submission of a Standard Form 270 (SF-270) is required at least quarterly, but not more frequently than monthly.

4.5. Funding Instrument

The funding instrument is a cooperative agreement and substantial involvement is expected between the awarding Agency and the Recipient when carrying out the activity contemplated in the Agreement.

4.6. Matching Requirement

- The organization receiving the Cooperative Agreement is required, unless otherwise authorized by statute, to match Federal funds on a 1:1 ratio. Non-Federal matching funds may take the form of cash or cash equivalent, in-kind donations provided by a third party or unreimbursed indirect costs (i.e., waived indirect).
- Cash match in an amount not less than 50 percent of the Federal funding is required. The remainder may be in the form of additional cash or in-kind contributions, and/or waived indirect costs. See [13 C.F.R. Part 130.450](#).
- No portion of the match may be from federal sources, with the exception of applicable Community Development Block Grant (CDBG) funds. See Section 4.1.6.2 on use of CDBG funds for SBDC activities.
- Program income (e.g., fees collected from clients and/or attendees for training) may not be used as a source of matching funds.

4.7. Insular Area Territory Match Waiver

The SBA has the authority, per U.S. Code Title 48 – Territories and Insular Possessions, Chapter 10 – Territorial Provisions of a General Nature, Section 1469a(d) – Congressional declaration of policy respecting “Insular Areas”, to waive any requirement for matching funds otherwise required by law to be provided by the Insular Area involved. Additionally, § 601 of Pub. L. No. 96-205 and § 6 of Pub. L. No. 98-213 together mandate that “notwithstanding any other provision of law, in the case of the Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands, any department or agency shall waive any requirement for local matching funds under \$200,000...”

For the core SBDC grant, the Associate Administrator for the Office of Small Business Development Centers will, upon written request, waive the match requirement for the first \$199,999.99 for American

Samoa, Guam, Northern Mariana Islands, and the Virgin Islands Small Business Development Centers (SBDCs).

The Insular Area Territory SBDCs are required to provide a 1:1 match that must include at least 50 percent in cash with the remainder consisting of a combination of cash, in-kind and non-reimbursed Facilities and Administrative costs (i.e., waived indirect costs) on all core SBDC grant funds of \$200,000 and above.

The core grant Insular Area Territory Match Waiver must be requested in writing, prior to the submission of the renewal application package, and transmitted through the OSBDC Program Manager. The core grant Insular Area Territory Match Waiver will not apply retroactively to previous, ongoing, or expired grants and is not transferable to other non-SBDC funding opportunities from SBA.

5.0 Section III – Eligibility Information

5.1. General

An organization may NOT submit more than one proposal per geographic community in response to this Funding Opportunity.

5.2. Eligible Applicants

To be eligible for this Funding Opportunity an Applicant must:

- Be an existing SBDC Lead Center, currently funded by SBA; and
- Meet the Accreditation requirement for SBDC Program renewal under § 21(k)(3)(B) of the Small Business Act (15 U.S.C. § 648(k)(3)(B)).

5.3. Ineligible Applicants

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

- Any organization that is NOT a currently funded SBDC Lead Center;
- Any organization currently having an outstanding, unresolved financial obligation to any Federal Agency;
- Any organization that is currently suspended, debarred or otherwise prohibited from receiving awards of contracts or grants from the Federal Government;
- Any organization with an outstanding and unresolved material deficiency reported under the requirements of the Single Audit Act or OMB Circular A-133 within the past three years;
- Any organization having at least one non-compliant condition within SBA program guidelines occurring while administering or implementing any SBA program, including denial of Accreditation;
- Any organization that has had a grant or cooperative agreement involuntarily terminated or non-renewed by SBA for cause;
- Any organization that has filed for bankruptcy within the past five years; and/or
- Any organization that proposes to serve as a pass-through and permit another organization to manage the day-to-day operations of the project.

6.0 Section IV – Application and Submission Information

6.1. Application Instructions

Applications must consist of the following elements: a.) Support letter from the SBA District Director; b.) Technical proposal; c.) Budget information; d.) Certifications, Forms and Assurances; and e.) Attachments and Exhibits.

6.1.1. Technical Proposal (not to exceed 35 pages)

The technical proposal serves as the blueprint for the Applicant's planned project. This information must be provided in a paginated attachment not to exceed 35 pages. It must include the following information:

6.1.1.1. Program Narrative:

- **Organization and Structure**

Provide an organizational chart for the total SBDC Network indicating the position of the Lead Center within the Applicant organization. Include the department/division and the individual (name, title, phone number, email address) to whom the SBDC Lead Center Director reports. In addition to the organization chart, include the following, and note any planned additions or reductions:

- a) Total number of SBDC Network Service Center locations = _____ (Provide details in Network Listing requested in Section 4.1.1.3);
- b) Total number of SBDC staff = _____
 - Number of SBDC management and support staff:
 - Full time = _____
 - Part time = _____
 - Number of SBDC counseling staff:
 - Full time = _____
 - Part time = _____
 - Contract consultants = _____

- **Program Management**

A brief description of:

- a) SBDC Program Area of Service (must be statewide or region-wide);
- b) Methodology, philosophy and justification for the distribution of service area resources, such as Service Centers, satellites and specialty programs, using factors such as population or business census, population/counselor distribution formulas, etc., and any planned adjustments. See 13 CFR §130.320;
- c) Correlation of resource distribution to needs assessment studies and the SBDC's strategic plan for the management and coordination of SBDC services throughout the state or area being served;
- d) Standard wait time for an initial client counseling appointment. Please note if changes are anticipated in the coming year, such as due to significant increase or decrease of resources, addition or closure of existing service locations etc.;
- e) Management strategy for filling vacancies (interim measures and vacancy timeframes);
- f) If applicable, describe plans for the addition of new Service Centers or programs, including the staffing plan; and
- g) Identify whether or not Lead or Service Centers are designated Minority Serving Institutions, and the specific designation is (e.g., Historically Black College and University, Hispanic Serving Institution) See also Section 5.1.5.4.

- **Program Objectives**

SBDCs must include a brief summary of program objectives and ongoing programs, highlighting any new programs, special projects or activities, with particular reference to planned activities for the program year that seek to address SBA's important priorities as listed in Section 5.1.5.

To facilitate the core award Proposal review, categorize the information on planned program activities using the reporting categories listed in Section 6.3.3. The following post-award reporting categories should NOT be included in the proposal:

- 1500 SUCCESS STORIES
- 1900 UNPLANNED TRAVEL
- 2000 KEY PERSONNEL
- 2100 PROBLEMS
- 2200 BUDGET TO ACTUAL
- 2300 ECONOMIC IMPACT

In addition to planned activity described within these categories, the Proposal must include the following:

- a) Planned service volume and changes, if any;
 - i. Counseling: List most recent 12-month program year total counseling hours and counseling clients for the Network for activities funded from core award funds and discuss any anticipated changes for the upcoming project period; and
 - ii. Training: List prior year total training sessions and clients for the Network for activities from core award funds and discuss any anticipated changes for the upcoming project period.
- b) Planned milestones and outcomes;
 - i. **List SBDC goals for total Jobs Supported (JS), New Business Starts (NBSs), Unique Clients Served (UCS) and Capital Infusion (CI)** for core award funded activities. Goals will be allocated by OSBDC for the 2023 program year. Also, describe management's strategy to meet those milestones during the upcoming 2023 project period. If the SBDC has developed a multi-year goal/performance increase plan with SBA, include that plan with Attachment #3 as part of the Proposal.
 - ii. Identify any other key milestones or performance goals for the project period for the core award.
- c) Collaboration, outreach and/or jointly planned events the Network is planning to conduct with the District Office and/or other SBA resource partners (e.g., lender roundtables, 8(a) certification training, Community Navigators, events with Manufacturing Extension Partnerships (MEPs), Procurement Technical Assistance Centers (PTACs, etc.), U.S. Patent and Trademark Office, and U.S. Department of Agriculture); and
- d) **Customer Satisfaction Rate:** SBDC customer satisfaction will be based on overall service, knowledge and expertise of the SBDC advisor, working relationship with the SBDC advisor, and if the customer would recommend SBDC services. Describe the Network's plan to collect customer feedback on SBDC services and rate achieved in most recent customer satisfaction survey. This should be reported in Section 2300 of the Network's Annual Report.

- **Online Client Services**
SBA views the use of web-based technology as a means to increase outreach within existing budgets, to access populations or areas otherwise difficult to reach, and to offer services 24/7 when appropriate.
- **SBDC Operating Hours and Scheduled Closures**
Provide a list of scheduled holidays and planned closures for the Lead Center and each Service Center. SBDC Lead Center and Service Centers must be accessible to the public during normal business hours throughout the year except for the scheduled closures listed in the Proposal. Emergency closures must be reported in writing or by email to the SBA Project Officer and OSBDC Program Manager as soon as possible.
- **Partner Location Information Contact**
Identify the SBDC contact designated to maintain information in SBA's Partner Location Information, by name, title, phone number, and email address.
- **Advisory Board**
 - a. Provide a list of the members of the SBDC's statewide/region-wide Advisory Board in accordance with 15 U.S.C §648(j), including their titles. A majority of the Advisory Board members must be representatives from small businesses or organizations representing small businesses located throughout the entire area of service. Veterans, women, minorities and Native Americans should be represented, as appropriate. The SBA District Director should be a non-voting member.
 - b. Include a description of the Board's responsibilities and provide the date of the Board's last meeting. There should be regular periodic meetings each year.
 - c. The reasonable cost of travel of any board member for official board activities may be paid out of the SBDC's budgeted funds and must follow the Recipient Organization's policy for per diem and related travel costs. See Funding Restrictions in Section 4.1.5 for additional guidance.
- **Conflict of Interest Policy**
Include a copy of the SBDC's current conflict of interest policy for the SBDC Network. Each SBDC Network must have a written conflict of interest policy that is signed annually by all employees, consultants, instructors, and volunteers of the SBDC Network. The policy must include enforceable elements safeguarding the SBDC Program from actual or apparent conflicts in accordance with 2 C.F.R. § 2701.112.
- **Training**
Provide a list of the types of training to be offered during the budget period. The Lead Center is expected to provide the SBA Project Officer with a quarterly calendar of SBDC trainings or with electronic access to comparable information.
- **Personnel Resumes**
Attach résumés for any new key personnel directly employed by the SBDC (i.e., Lead and Service Center Directors or managers, managers of specialty centers and programs, such as for technology or international trade and Partner Location Information designee) since the start of the last program year. If not stated on the résumé, please indicate the person's current position in the SBDC Network. Do not include résumés for trainers, counselors or support staff.
- **Activities Supported with Program Income**
Describe planned activities that will be supported with SBDC program income during the performance period and estimated cost. Program income must be used to expand the quantity or quality of services, resources or outreach provided by the SBDC Network. Planned expenditures from program income are subject to OMB Uniform Guidance and SBDC program rules and requirements as set forth in 13

C.F.R. § 130.480. However, do NOT include program costs supported with program income on the Application, Network budget summary, or budget justifications.

- **Funds Managed Outside the Cooperative Agreement**

Fully describe any other federal or state small business assistance programs, contributions or grant funds (excluding foundation accounts) managed by the SBDC Lead Center outside the SBA Cooperative Agreement (e.g., PTAC and MEP programs). Include the source and amount of funds provided by each organization and the purpose for which the funds have been provided.

In accordance with [15 USC §648\(a\)\(5\)](#), before bidding on another *federal* contract, the SBDC must receive approval from the AA/SBDC as to the subject and general scope of the project. SBDC Lead Centers may not manage other funds, regardless of funding source, when the scope of activity is inconsistent with this Funding Opportunity.

The SBDC must maintain an updated list of funding sources and amounts for each source of funds received by the SBDC Network including grants, contracts and contributions. In addition, for each source of funds, documentation regarding the name and phone number of the donor/contractor/grantor, the amount of funding, the intended purpose and any requirements, stipulations or deliverables must be maintained and made available during the biennial financial examination process. SBDCs managing other small business programs outside the SBA Cooperative Agreement must maintain separate accounting/financial records to ensure a clear audit trail for the funds provided under the SBDC Cooperative Agreement.

- **Micro-purchase and the Simplified Acquisition Thresholds for Grantees for Financial Assistance**

The SBDC Lead Center must provide a statement acknowledging they are adhering to [OMB Memo 18-18 Implementing Statutory Changes to the Micro-Purchase and the Simplified Acquisition Thresholds for Financial Assistance](#). The SBDC Lead Center will be responsible for ensuring Services Centers are also following the guidelines for the micro-purchase threshold.

The approval to use a higher threshold only applies to the host institution and not to each Service Center. For a Network Service Center to use a higher threshold, the Service Center host would also need to follow the same procedure to obtain approval from their cognizant agency for indirect cost and provide that documentation to the SBDC Lead Center Office.

Additionally, if a Network is requesting an increase for their micro-purchase threshold it is included in the proposal Cost Price Analysis workbook.

6.1.1.2. Planned Milestones Worksheet

Complete all sections of the Planned Milestones Worksheet and include the worksheet as Attachment #3 to the Proposal. The worksheet is available from OSBDC at: SBDC Forms and Worksheets.

6.1.1.3. SBDC Network Listing:

Provide a list of all service locations by name, host institution, key contact, physical address, phone number and Partner Location Information code. Identify the Lead Center, and

indicate whether each location is a Service Center, specialty center or satellite location. Refer to Definitions in Section 8.1. Each Service Center must have a separate Partner Location Information code. However, do not request Partner Location Information codes for satellite locations or other part-time service delivery sites. The location ID code for each Center is issued through the EDMIS-NG system and directly affects the SBDC's ability to report program activity to the SBA's data collection system (EDMIS-NG); therefore, it is vital to keep the information in this system current. Guidance on maintaining Partner Location Information codes is in Section 6.3.

6.1.2. Cost Proposal

Information on proposed project costs must be provided through the completion or submission of the following:

- a. Application for Federal Assistance (SF-424). Included in Grantsolutions.gov package;
- b. Budget Information - Non-Construction Programs (SF-424A). Included in Grantsolutions.gov package;
 - In Section B of SF-424A, line 6 g titled "Construction" shall be used for Consultant costs as described in the SBDC Budget Justification Instructions Section 4.1.2.3.
- c. SBDC Cost Price Analysis and Budget Justifications available from OSBDC's webpage at: SBDC Forms and Worksheets, reference sba.gov;
 - Include a separate budget justification form with required cost detail for the Lead Center and each Network Service Center.
 - Personnel lists must include each person's name, position, salary and percent time budgeted to the SBDC Program. When listing a person's position, please clearly indicate if such people serve as technology, international trade or other specialty advisors/trainer for the SBDC (e.g., Trade Center Director, Trade Advisor, Technology Consultant, General Business Consultant, etc.).
 - Applicant may use their own budget justification form, as long as the Applicant's format includes ALL budget detail required in OSBDC's template and the guidance herein. If the Applicant chooses to use their own budget justification format (i.e., not the OSBDC form) it must ALSO include a separate SF 424A for the Lead Center and each Network Service Center. It must be uploaded as Attachment #4.
- d. Budget Narrative;
 - If all required cost detail is not shown on the SBDC budget justification and personnel list, include a separate budget narrative for the Lead Center and each Network Service Center.
- e. Indirect Cost Rate (ICR) Agreements, negotiated with the cognizant Federal Agency;
 - Provide a complete signed copy of the current ICR Agreement for the Lead Center and each Network Service Center that plans to claim indirect costs.
 - Organizations that have never had an ICR Agreement with a Federal Agency may utilize the 10 percent de minimis rate as provided in 2 C.F.R. Part 200.414.

The de minimis rate may not be used by organizations that have an expired ICR. See also Section 4.1.5.2, part 4; and

f. **Cost Price Analysis and Budget Justifications Worksheet**

OSBDC recommends the use of the updated template available at on OSBDC's webpage at: SBDC Forms and Worksheets which includes a template for the SBDC Network's Cost Price Analysis and Budget Justifications Worksheet.

6.1.2.1. Budget Preparation

OSBDC will provide SBDCs with projected funding levels to be used in budget preparation.

- Budget information must describe the financial resources contributed by the Applicant. The amount and source of funds provided as match must be clearly indicated, in Box 18 of SF-424, and the budget summary SF-424A, Lead Center and each Network Service Center budget justification forms must clearly indicate which program costs will be paid by Federal dollars, cash, in-kind and waived indirect. Applicants must show how the value of each in-kind match contribution is determined. This applies to costs incurred by Service Centers as well as Recipient costs.
- In addition, matching funds included in the budget information must also be listed by amount and contributor (i.e., state, university, private sector) in Section 5 of the Planned Milestones worksheet required as part of the Technical Proposal. See Section 4.1.1.2.
- Applicants must NOT include SBDC program income, nor unspent program funds from prior budget periods on the Application SF424, Budget Information SF-424A or SBDC budget justification forms submitted in response to this Funding Opportunity. Planned program income expenditures should be described instead as part of the Technical Proposal. See Section 4.1.1.1 for guidance. Specifically:
 - Leave BLANK and do not include program income on the line f in Box 18, "Total Estimated Funding" of the SF-424;
 - Leave BLANK line 7 for "Program Income" on the SF-424A; and
 - Do NOT include program income costs in the detailed budget justification.

6.1.2.2. Network Service Center Costs (Network Service Centers)

An Applicant may contract with other entities to deliver SBDC services and must include a provision in the Network Service Center agreement to comply with the Uniform Guidance in 2 CFR 200 and all appropriate flow-down provisions.

If an Applicant proposes to use Network Service Centers for delivery of SBDC client services (also referred to herein as subcontracted Service Centers), it shall include the Network Service Center costs in the contractual budget element on the SBDC Network's SF-424A Budget Summary form, and provide separate detailed budget justifications, with a line item breakout for Federal dollars, cash match, in-kind and indirect costs associated with the SBDC services to be provided by the proposed Network Service Center organization. If the Network Service Center proposes its own contractual costs (sub-subcontracts), it must provide supporting budget details such as a statement of work, the number of hours, and rate of pay must be provided for each contractor.

For those SBDCs operating separate International Trade Centers (ITCs), Technology Centers or other specialty centers as part of the Cooperative Agreement, the Proposal must identify each Service Center’s specialty designation. An Applicant may substitute its own forms or spreadsheets in place of the SBDC Budget Justification Worksheet so long as it includes all of the information requested in Section 4.1.2.3.

6.1.2.3. SBDC Budget Justification Instructions

The budget cost categories and required cost detail for each category are described below. The direct cost and indirect cost total must agree with the SF-424 and SF-424A.

Category	Description
a. Personnel:	List name and title of all personnel charged to federal and non-federal funds (direct costs). For vacancies, show position title in budget justification. If additional space is needed to explain the cost, include a budget narrative. Use the personnel list to show annual salary, number of months, level of effort in percentage, and total amount budgeted for each position as the basis used to estimate personnel costs charged to the SBDC Program.
b. Fringe Benefits:	Indicate the fringe rates approved by your cognizant Federal Agency for audits when available. If not available provide the schedule used. Do not include fringe cost in the total amount required for personnel.
c. Travel:	For local travel, provide total anticipated mileage, and mileage rate. For out of state/region travel (including foreign travel), provide estimated cost and justification including a.) Purpose, b.) Destination, c.) Mode of transportation and rate (i.e., airfare or mileage and rate), d.) Number of trips, and e.) Number and position of travelers.
d. Equipment:	List items costing \$5,000 or greater and having at least one year of useful life. The Recipient Organization must maintain an inventory of equipment purchased with program dollars including cost, location, and detailed description of each item. Equipment inventory must be made available upon request of SBA.
e. Supplies:	Show anticipated cost of supply items such as general office, operational, computer supplies and other supply items costing less than \$5,000. The Recipient Organization must maintain an inventory of controlled supplies of higher dollar value and high potential for loss such as computers, etc., and it must be made available upon request of the SBA.
f. Contractual:	List costs for contractual services that support program operations, such as website support, equipment maintenance or meeting facilitation. Provide budget details including a.) Name of contractor, b.) Statement of work, c.) Number of hours and d.) Rate of pay. If Applicant proposes to contract with another entity to provide SBDC client services (i.e., a Network Service Center), costs for the Network Service Center contract may be included on the Contractual line for the Network SF-424A Budget Summary, but the Applicant must also include a separate budget justification with cost detail by line item for each Network Service Center. Please be reminded that if the Applicant uses a budget format other than OSBDC template, the Applicant must also include a separate SF-424A Budget Summary form for each Network Service Center along with its detailed budget justification form.
g. Consultants:	Provide detail for consultant costs shown on the line 6 g of SF-424A. (Note that form SF-424A lists category g. as “Construction”, but Applicants are asked to use this line for SBDC Consultant costs only.) Consultant costs include costs for non-employee SBDC advisors, trainers and other staff who provide client services on an hourly or fee for service basis. Provide consultant(s) name, if known, specify purpose, and indicate the number of hours, and rate of pay.

Category	Description
h. Other:	<p>List all expenses included in this cost category separately, with planned cost per item.</p> <p>Other expense items may include, but are not limited to, computer software, copying, postage, printing, publications, subscriptions, dues, telephone, conference fees, and office space rental.</p> <p>If rental costs are proposed, provide square footage required for SBDC activities and rate.</p> <p>If nominal costs for meals and hospitality expenses associated with client workshops or related events are proposed, include a justification that demonstrates such costs are reasonable and necessary to support the SBDC program mission and goals. Details may be included on the budget justification form, budget narrative or in a clearly marked section of the technical narrative.</p> <p>Do not list other items with zero amounts.</p>
j. Indirect cost:	<p>Show indirect cost amount on the line j of the Budget Justification ONLY. (Do NOT include indirect costs as cash match or as in-kind contributions; or as a contractual cost category.)</p> <p>A rate no higher than that approved by your cognizant Agency should be used to estimate indirect costs, except that organizations that have never had an Indirect Cost Rate Agreement (ICR) with the Federal Government may use the 10 percent de minimis rate provided in 2 CFR. Part 200.414. You may obtain the Schedule of Indirect Costs Worksheet from OSBDC at: SBDC Forms and Worksheets.</p> <p>Reimbursement of indirect costs charged to federal funds will be capped at a maximum of 20 percent. The amount remaining of the total indirect cost is the waived portion (i.e., indirect match, if any).</p> <p>You may only use rates which appear on the indirect cost rate agreement under “Applicable To” which indicate one of the following:</p> <ul style="list-style-type: none"> • Other Sponsored Activity • All Projects • Instruction • SBDC Programs <p>Other categories may apply so check with the Grants Management Officer for any necessary clarification.</p>

6.1.3. Certification Forms and Assurances

Consistent with 2 CFR. Part 200.415 Financial Certifications must be signed by an authorized individual at a level no lower than vice president or chief financial officer of the organization. Each Applicant must complete and submit the following forms:

- Cash Match and Program Income Certification Form;
- Cost Sharing Proposal (SBA Form 1224);

** SF-424B and SF-JLL are also incorporated as part of the electronic Application form on Grantsolutions.gov. All other required Certification Forms not included in GrantSolutions.gov can be obtained from OSBDC at: SBDC Forms and Worksheets and uploaded as Attachments to the Application. See Section 4.1.4 for the order of Attachments.

6.1.4. Attachments and Exhibits

There will be 12 attachments. Please attach documents in the following order and include “Attachment #” in the document name. See Section 8.4 for additional guidance and location of required forms.

1. Attachment #1: List of Attachments submitted through GrantSolutions.gov;
2. Attachment #2: Technical Proposal, including program narrative, organization chart, Network listing, resumes and other required information;
3. Attachment #3: Planned Milestones worksheet; Attach the Planned Milestone Worksheet
4. Attachment #4: Cost Proposal, including SBDC budget narrative, detailed budget justification by line item, personnel listing and other required cost detail for each Network Service Center and the Cost Price Analysis Worksheet;
5. Attachment #5: Indirect Cost Rate Agreement for Network Lead and Service Centers (if any);
6. Attachment #6 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters - SBA Form 1623. Attach your Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
7. Attachment #7: Certification Regarding Drug-Free Workplace Requirements; Attach the Certification Regarding Drug-Free Workplace Requirements.
8. Attachment #8: Schedule of Indirect Costs Worksheet;
9. Attachment #9: Cash Match and Program Income Certification Form; Attach the SBA Form 1224
10. Attachment #10: Cost Sharing Proposal; Attach the SBA Form 1224
11. Attachment #11: Letter of Support from SBA District Director; and
12. Attachment #12: Additional information or other documentation the Applicant believes is necessary to support its Proposal-

6.1.4.1. Treatment of Proposal Information

If the SBDC’s Proposal contains confidential data, such information will be treated in accordance with Part 102 of SBA’s regulations. See [13 C.F.R. Part 102](#).

6.1.4.2. Treatment of Client Information (Privacy Requirements)

Unless otherwise specified, all financial, statistical, personnel and/or technical information and data furnished, produced or otherwise made available to the SBDC by its small business customers during the performance of this Agreement shall not be used for purposes other than performance of work under this Agreement. The above information received by the SBDC may be privileged and must not be released or disclosed by the SBDC without the prior written consent of the client unless otherwise required by law. If such information is requested in a legal proceeding, the SBDC must take the necessary precautions and legal recourse to protect privileged information.

15 U.S.C. § 648(a)(7) provides that client information can only be made available to SBA for legal enforcement action and financial audits. However, SBA is also allowed access to client data for obtaining program activity information or conducting client surveys. For clients who have responded “yes” to Question 11 in Part I of SBA Counseling Information Form 641, the SBDC shall provide the information and data contained in Part I along with the small business name every 90 days. SBA will safeguard client and customer Personal Identifiable Information (PII).

No files or records will be removed from the premises of any government agency with which the Recipient may work without the approval of the agency in possession of such documents. Publication of any information will be in accordance with 2 C.F.R.200.334-.337.

Except where a client consents in writing or as directed by SBA per the statute cited above, SBDCs are not permitted to disclose any client information to a third party (or share such information with other units of your organization not directly involved in the conduct of this project).

6.1.5. Funding Restrictions

6.1.5.1. Administrative Requirements and Cost Principles

SBDCs are governed by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, in accordance with 2 C.F.R. Part 200.

6.1.5.2. Budget Preparation & Funding

Specific items of cost may be included in the Proposal and considered allowable under the additional conditions and requirements set forth below.

1. Travel

All travel performed as part of this Agreement must be in accordance with SBDC program objectives and in compliance with the Recipient's travel policy and governed by OMB Uniform Guidance at 2 C.F.R. § 200.474. To obtain Prior Approval through this Proposal for travel outside of the Service Area, all pertinent details must be provided as indicated under Section 4.1.2.3(c).

Prior approval for travel is limited to the following types of trips:

- Any travel by state/local/tribal government officials; and
- Out-of-state travel by SBDC employees only if they will be providing assistance to businesses in that other state.

2. Payment of Dues

The proposed budget must show amounts estimated for payment of memberships, subscriptions and dues for business, technical and professional associations, including the America's SBDC (ASBDC). Costs proposed for membership in any civic or community organization, however, must be justified in terms of the benefit to the SBDC derived from this expenditure. All other requirements of 2 C.F.R. § 200.454 apply. In addition, all memberships purchased with project funds must be in the name of the SBDC Program rather than in the name of an individual.

3. Lobbying

There is a broad federal restriction on all grantees of the Federal Government, which prohibits the use of federal appropriated funds to lobby Congress or agencies concerning certain specified federal actions [31 U.S.C. § 1352](#) (also known as the Byrd Amendment). In addition, OMB's Uniform Guidance at 2 C.F.R. § 200.450 provides those lobbying activities are generally unallowable costs and defines unallowable activities as well as the limited activities that are allowed. This prohibition includes lobbying during the ASBDC Spring Conference.

4. Indirect Costs and Overhead

To propose and subsequently claim indirect costs, Applicants must furnish their current indirect cost rate (ICR) Agreement:

- As negotiated with their cognizant Federal Agency;
- Certified by their state governmental unit and approved by their cognizant Federal Agency; or
- A rate approved by SBA.

ICR Agreements for participating Service Centers must also be submitted. Entities currently without an ICR Agreement negotiated with another Federal Agency may request that the SBA Project Officer provide an SBA ICR Agreement (at 24 percent of Modified Total Direct Costs) to be used exclusively for the SBDC program. For entities using an SBA provided ICR Agreement, the following terms apply:

- These terms listed herein are to assist in identifying and clarifying those costs considered to be “general administrative and general expenses” noted in 2 CFR § 200. They form the basis for this SBA ICR Agreement and subsequently may not also be included as direct costs against the award when the SBDC ICR Agreement is used;
- Cost pools underlying the ICR Agreement include personnel compensation and benefits for positions or for activities which are not: a.) In direct support of the SBDC Program goals and objectives, **and** b.) Under the direction or supervision of the key person identified in the Cooperative Agreement as responsible for program performance at the respective host entity;
- Examples include, but are not limited to, those expenditures allocable to human resources and accounting departments, sponsored project staff, corporate marketing staff, controllers, deans, chief executives and presidents of colleges and universities; and
- Non-personnel costs such as audits, supplies, materials, insurance and other services and operating costs allocable to administrative departments and to the activities of the host entity are considered part of the “general and administrative cost pool” and thus may not also be directly charged.

Only SBDC Program funds allocated for direct costs may be used to determine the allowable reimbursed or waived indirect cost. Any Agreements subsequently negotiated with a Federal Agency will supersede the SBA Indirect Cost Rate Agreement.

If the Applicant or participating Network Service Center has never had an approved ICR and its budget includes indirect costs, it may utilize a de minimis rate of 10 percent of Modified Total Direct Costs (to include federal and non-federal) until the non-Federal entity can provide a copy of a current indirect cost rate agreement either through the SBA or from another cognizant Federal Agency. This rule does not apply to organizations that have an expired ICR Agreement. The negotiated indirect cost rate in effect at the time of the initial Proposal will be used for the budget period covered by the Proposal. If a provisional indirect cost rate is in effect at the time the proposal is submitted and it has been more than one year since the date the provisional rate became effective, the SBDC must furnish OSBDC with documentation showing that they have made an effort to negotiate a final rate.

When making new sub-awards, administrative costs incurred for establishing technical needs, determining qualified candidates, issuing requests for bids, evaluating replies and selecting an awardee may be claimed as indirect costs according to 2 CFR Part 200, Appendices III and V. The Circular allows these incremental Facilities and Administrative (F&A) costs on the first \$25,000 to be claimed one time in the indirect cost base for each subcontract or sub-award. It is not appropriate to claim these costs when obtaining annual funding to continue the sub-award.

These costs only may be claimed when an open, competitive bidding process was involved in issuing the sub-award that included the aforementioned administrative costs.

Indirect costs cannot be claimed for the Lead Center or for subcontracted Service Centers that do not submit approved ICR Agreements for the proposed funding period. Indirect costs cannot exceed the amount allowable under the approved ICR Agreement submitted with the proposal. F&A costs may not otherwise be charged, directly or indirectly, to the Cooperative Agreement or claimed as non-cash match contributions except as described here. Applicants must indicate the name of the host institution and whether the on or off campus indirect cost rate should be applied for each center where indirect costs are claimed. Please use the updated OSBDC Schedule of Indirect Costs worksheet to provide this information. The worksheet is available on OSBDC's webpage: SBDC Forms and Worksheets.

NOTE: You must obtain prior written approval from SBA for any changes in indirect costs, Federal and non-Federal.

5. Justification of Costs

All costs proposed require justification and narrative explanation for the Lead Center and each Network Service Center. All proposed costs must be included in the specific line items and fully justified. All forms contained in the financial application package must be completed accurately and in full.

6. Supplies, Printing, and Costs Related to SBDC

Generally, promotional items are not an allowable expense using SBDC Program funds (including program income). Promotional items are objects such as gifts, memorabilia, awards, mugs, and any other item which does not have a specific direct benefit to the SBDC. See 2 C.F.R. § 200.421 e(3). However, costs proposed for printing the SBDC logo on SBDC training supplies such as pens, notepads or flash drives (which contain course material), etc. are allowable. Certain promotional items (e.g., clothing imprinted with the SBDC logo) may be charged to Program funds on a case-by-case basis and should be listed in detail in the Proposal. OSBDC will review such proposed costs on a case-by-case basis to determine reasonableness and allowability. The OSBDC Grants Management Specialist may request further information if required to make this determination. This Section does not include advertising materials specifically allowed in OMB Cost Principles at 2 C.F.R. § 200.421.

7. Miscellaneous or Contingency Costs

No miscellaneous or contingency costs may be included in the budget. Contributions to a contingency reserve or any similar provision made for unforeseen events are unallowable.

8. Subcontracting

All subcontracting awarded as a result of this Agreement will be in accordance with 2 C.F.R. §200.317-332.

9. Proposal Costs

This request does not commit the Federal Government to pay any costs incurred in the submission of a proposal.

10. State/Regional Advisory Board Compensation

With the exception of travel costs, compensation for the State/Regional SBDC Advisory Board members is not allowed. This includes compensation reimbursed from Federal funds or donated by the Advisory Board member and used as non-cash match (in-kind).

11. Improvements to SBDC Facilities

If minor construction/physical improvement to SBDC facilities is proposed, Applicant must provide justification for use of program funds, estimated costs and facilities or lease agreement or other documentation from property owner.

6.1.6. Financial Guidelines

6.1.6.1. Use of Program Income

Program income must be used to further the objectives of the SBDC Program and cannot be used for other purposes. Expenditures from program income are subject to OMB Uniform Guidance and SBDC Program rules and requirements as set forth in 13 CFR §130.480. SBDCs must expend any program income exceeding 25 percent of the SBDC's total budget (SBA Federal funds and matching funds) annually. Any remaining program income may be carried over to subsequent budget periods to be used to further program objectives. SBDC Program recipients are responsible for establishing a separately identifiable program income account to facilitate financial reporting. All program income must be reported on SBA Form 2113 (Program Income Report) and the SF-425. The SBDC will include as an attachment to the SF-425, the SBA Form 2113 and Form 2113 Worksheet and a narrative description of how program income was used to further program objectives.

6.1.6.2. Cash Match Requirement

The cash match must be committed up front and identified by source and amount in the SBDC cost proposal. The availability of this cash contribution for SBDC program operations must be certified by the official from the Applicant Organization who signs the Federal Assistance Form (SF-424). All applicants submit a Certification of Cash Match and Program Income per Section 4.1.4.

This cash match may not be allocated to indirect costs. Further, the cash match shall NOT include a.) Funds contributed from other Federal sources [see exception below]; b.) Program income or fees collected from recipients of assistance, whether collected by the Lead Center, Service Centers or any other participants in the SBDC Network; or c.) Amounts committed by the Applicant Organization for unidentified and/or contingent costs in the cost proposal.

There is one exception that allows the use of Federal funds as cash match. Community Development Block Grant (CDBG) funds received from the Department of Housing and Urban Development (HUD) are allowed when: a.) The SBDC activities are consistent with the authorized CDBG activities for which the funds were granted; and b.) The CDBG activities are identified in the Consolidated Plan of the CDBG grantee or in the Agreement between the CDBG grantee and the Network Service Center of the funds.

6.1.6.3. Allocation of Federal Funds to Direct Costs

SBA requires that at least 80 percent of federal dollars provided through the Cooperative Agreement be allocated to the direct costs of the Program.

6.2. Submission Instructions

In order to receive your award, you must successfully complete the application process via www.grantsolutions.gov using amounts no greater than those to be provided in your directed announcement email from OSBDC. You will receive an invitation to apply, also referred to as your directed announcement, for this cooperative agreement from www.grantsolutions.gov and the application period will be **July 15, 2022, through September 1, 2022**. SBA will only accept applications submitted via www.grantsolutions.gov. Intermediaries that submit incomplete applications packages, or do not submit a package via www.grantsolutions.gov within the application deadline may not receive funding.

All SBA programs and services are extended to the public on a nondiscriminatory basis. If you have questions regarding the development and submission of your grant application, please contact help@grantsolutions.gov for assistance.

Applicant must submit an electronic copy of the Proposal to the SBA District Office for review approximately one week before the submission to Grantsolutions.gov. All proposals (narratives and forms) must be submitted electronically via the Federal Government-wide portal www.Grantsolutions.gov. Applicants should save and print written proof of an electronic submission made at Grantsolutions.gov. If problems occur while using Grantsolutions.gov, the Applicant is advised to a.) Print any error message received; and b.) Contact Grantsolutions.gov for immediate assistance. Applicants may obtain advice and assistance with the Grantsolutions.gov submission process by visiting www.Grantsolutions.gov or by calling 1-866-577-0771 or 202-401-5282 Monday through Friday 7 AM – 8 PM EDT (closed Federal holidays) or email: help@grantsolutions.gov.

6.3. SBDC Applicant's Timeline

- **SBDCs funded on the CALENDAR year:**

July 15, 2022	2023 Notice of Funding Opportunity posts to Grantsolutions.gov
August 22, 2022	Draft proposal due to SBA District Office for review.
September 1, 2022	Proposal due to the OSBDC via electronic submission on http://www.grantsolutions.gov/at 11:59 pm EDT
June 2, 2023	SBDC Recipient Organization must submit a Letter of Intent to apply for renewed funding to your OSBDC Program Manager.

7.0 Section V – Application Review Information

7.1. General

Applications will first be screened to determine if the Applicant meets stated mandatory eligibility requirements. SBA will not evaluate Applicants that do not document in their application that they meet the requirements for participation in the SBDC Program. **Submissions will only be accepted via www.Grantsolutions.gov.**

Proposals will be rejected without being evaluated if they are submitted by ineligible organizations or they are illegible or materially incomplete due to an Applicant's failure to include all required forms and/or provide the required level of detail.

In addition, an Applicant must disclose in its application if it currently holds any other financial assistance awards from SBA or has any other applications for SBA financial assistance awards still pending. If it does, the Applicant must identify how it will avoid duplication of efforts, commingling of funds, and overlapping or double claiming of costs among those projects. Applicants must treat each SBA project as separate and

discrete with individual outcomes and deliverables and provide distinct reporting, accounting, and audit trails for each application and award.

Failure to sufficiently distinguish between multiple applications from the same organization, or between an application and one or more current SBA awards, may result in rejection of an application on the ground that it is duplicative of proposed or existing efforts.

7.1.1. SBA Duties and Responsibilities

SBA Agency Officials and Offices will coordinate and communicate through the SBDC Lead Center for the following:

- Carry out the duties and responsibilities imposed on it by the statutes and regulations governing this program.
- Respond to requests for guidance or information related to the SBDC program.
- Respond to requests for Agency participation and collaboration in project activities, as appropriate.
- Promote the project by referring interested parties to you for assistance and displaying your printed materials.
- Facilitate cooperation and coordination between SBDC Lead Center, other SBA resource partners, and other Federal agencies.
- Review and act upon requests for modifications to your technical proposal, budget, key personnel, project/budget period, and other project parameters.
- Review and act upon SBDC Lead Center reports and payment requests.
- Where authorized by law, share SBA resources and/or donated materials.
- Monitor performance under this award and ongoing operations to determine if SBDC Lead Center is making effective and efficient use of Project funds. This includes reviewing records, files, and procedures relating to performance under this award, as well as interviewing clients to gauge program effectiveness.

7.1.2. Intergovernmental Review

The SBDC Program does not involve the mandatory payment of any matching funds from the state or local government and does not affect directly any state or local government. As appropriate, SBDC programs should comply with [Executive Order 12372](#), “Intergovernmental Review of Federal Programs.”

7.1.3. SBDC Program Objectives and Required Services

The SBDC Program is sponsored and partially funded by the U.S. Small Business Administration (SBA). The SBDC Program is governed by Section 21 of the Small Business Act, 15 U.S.C. § 648, and Federal regulations, 13 C.F.R. Part 130. Although SBA is responsible for the general management and oversight of the SBDC program, a legal partnership exists between SBA and the Recipient Organization for the delivery of assistance to the small business community.

SBDCs, under Section 21 of the Small Business Act, are required to provide counseling and training to small businesses including working with the SBA to develop and provide informational tools to support business start-ups and existing business expansion. In addition, pursuant to 13 C.F.R. Part 130.340(c), SBA has identified certain Special Emphasis Groups, as defined in Section 8.1.37 to be targeted for assistance by SBDCs.

The SBDC Program is governed by a binding legal instrument between the Recipient Organization and the SBA known as a notice of award or cooperative agreement. The purpose of the Cooperative

Agreement is to ensure the delivery of high quality business and economic development assistance (as defined by [13 C.F.R. Part 130.340](#) and the Small Business Act) to small businesses and prospective small businesses.

The SBDCs must ensure that their economic development and technical assistance services are available to all small business populations, including Special Emphasis Groups [13 C.F.R. Part 130.340].

The services provided must include those required by statute and shall include the activities of the Lead Center (Applicant) and all participating Network members. Each Applicant will be accountable to SBA for performing all services included in its Proposal.

7.1.4. Statutorily Required Services

SBDCs are required to provide the following services:

7.1.4.1. On a non-fee basis, one-on-one confidential counseling/consultation/advising/guidance:

- Working with individuals or businesses to increase awareness of basic credit practices and credit requirements;
- Working with individuals or businesses to develop business plans, financial packages, credit applications and contract proposals;
- Working with the SBA to develop and provide informational tools to assist individuals with pre-business startup planning, existing business expansion and export planning;
- Working with individuals or businesses referred by the SBA District Offices, other SBA Resource Partners, and SBA participating lenders (Providing any preferential treatment to clients of any specific lender is prohibited, as is the SBDC's acceptance of payment for the provision of counseling services.); and,
- SBDCs must have counselor resources or referrals available to meet the needs of entrepreneurs throughout the SBDC's designated Service Area.

7.1.4.2. Technology transfer, research and development:

- Assisting in technology transfer, research and development, including applied research and coupling from existing sources to small businesses, such as:
 - Working to increase the access of small businesses to the capabilities of automated flexible manufacturing systems;
 - Working through existing networks and developing new networks for technology transfer;
 - Encouraging partnerships between the small business and academic communities to help commercialize university-based research and development;
 - Introducing university-based engineers and scientists to their counterparts in small technology-based firms; and
 - Exploring the viability of developing shared production facilities under appropriate circumstances.

7.1.4.3. Rural Assistance:

- Assisting small businesses in rural areas in an effort to increase their participation in exporting, government procurement, tourism, access to credit, incubators, innovation and technology and other small business programs, in cooperation with the U.S. Department of Commerce, the U.S. Department of Agriculture and other relevant Federal Agencies; and

- The SBDCs may develop marketing and production strategies that will enable the rural businesses to better compete in the domestic market, provide technical assistance needed by rural small businesses, make available managerial assistance to rural small business concerns and provide information and assistance in obtaining financing for business startups and expansion.

7.1.4.4. Export Assistance:

- Maintaining a minimum number of certified export assistance counselors available to assist clients develop export and international trade opportunities by meeting the requirement in Section 22(i) of the Small Business Act. SBA has interpreted the legislation to mean that the certification standard is based on the total number of full time equivalent (FTE) counselors in each SBDC Network. The minimum number of certified counselors for an SBDC Network is the lesser of:
 - a. Five counselors; or
 - b. Ten percent of the total number of FTE counselors in the Network.

Example: If an SBDC has a total of thirty FTE counselors in its Network, the minimum number of counselors who must attain SBA's export and trade certification is three since ten percent is the lesser number. The minimum number of certified counselors required for SBDC Networks with 50 or more FTE counselors is five.

- Compliance with the requirement shall be reported in the Semi-Annual and Annual Reports by providing the counselor's name and email, certification type and date of certification, as well as the number of full-time (FTE) counselors employed and the number certified. SBDCs not meeting this requirement shall include a plan for attaining compliance with the law in their proposal narrative, including an implementation timeframe.
- Report client data for export assistance as required on SBA Form 641, including 1.) Numbers of small businesses new to export 2.) Numbers of new markets entered 3.) Export revenues; 4.) Referrals to SBA's Office of International Trade 5.) Referrals to the Department of Commerce, including U.S. Export Assistance Centers; Department of Agriculture; Department of State; Ex-Im Bank; The Development Finance Corporation (DFC) or the U.S. Trade and Development Agency (USTDA); and 6.) Number of jobs created or retained by the exporting aspect of the business.
- Make qualified referrals to SBA's Office of International Trade of small businesses that need (1) help obtaining financing for export development activities, to expand export operations, or to facilitate export transactions; (2) assistance overcoming trade barriers; or (3) access to grant funding through the State Trade Expansion Program (STEP) grant to begin or expand exporting.
- Cooperate with SBA's Office of International Trade, the Department of Commerce and other relevant Federal Agencies to assist small business to:
 - Identify and develop potential export markets;
 - Develop trade linkages between U.S. and foreign small business firms;
 - Participate in international trade shows, trade missions, and other export development activities;
 - Access export assistance in rural areas;
 - Develop export marketing strategy;
 - Globalize websites and strengthen e-commerce capabilities to support global sales;
 - Overcome barriers to export expansion and obtain referrals to appropriate resources for trade adjustment and trade remedy assistance; and
 - Identify translation services.

Where appropriate, the SBDC and the SBA may work collaboratively with state governments to establish a state international trade center for these purposes.

7.1.4.5. Base Closure Assistance:

Develop and implement strategic business plans to effectively respond to the planned closure or reduction of a Department of Defense (DoD) facility within the community, or actual or projected reductions in such firms' business base due to the actual or projected termination or reduction of a DoD facility or a contract in support of such facility.

7.1.4.6. Cybersecurity

Each SBDC Lead Center network is responsible for offering a formal cybersecurity training program for its state or regional network. The training must provide a broad mix of small businesses with a variety of training programs that range from introductory familiarization to intermediate and advanced cybersecurity training.

7.1.4.7. Intellectual Property Protection

In accordance with P.L. 115-259, the Small Business Innovation Protection Act of 2017, SBDCs shall provide services to individuals to include training in person or through a website relating to:

- Domestic and international intellectual property protections, and
- How those protections should be considered in the business plans and growth strategies of small businesses.

Each SBDC Lead Network is responsible for creating a formal Intellectual Property (IP) training program for its state and regional network. The training will be designed to provide a broad mix of small businesses with a variety of training programs that range from introductory familiarization to intermediate and advanced Intellectual Property training. The U.S. Patent and Trademark Office (USPTO) will also provide a mix of online, webinars, and in-person IP training to the SBDCs through their regional and national offices. Requests for SBA and USPTO training-assistance can be made directly to these offices or through the SBDC Network's IP training outlines, programs, classes, and metrics should be included in EDMIS-NG. In FY2023, the Semi-annual and Annual reports in Section 6.3.3. in 0200 will include a formal section on a Network's IP training program and the results and impact of its IP program.

7.1.4.8. Small Business Employee Ownership and Cooperatives Promotion

In accordance with the Main Street Employee Ownership Act, SBDCs shall provide access to information and resources on employee ownership through cooperatives or qualified employee trusts as a business succession strategy. SBDCs must provide services encouraging and assisting the provision of succession planning to small business concerns with a focus on transitioning to cooperatives, as defined in section 7(a)(35) of the Small Business Act, and qualified employee trusts (collectively referred to in this subparagraph as 'employee-owned business concerns'), including by—

- Providing training to individuals to promote the successful management, governance, or operation of a business purchased by those individuals in the formation of an employee-owned business concern;
- Assisting employee-owned business concerns that meet applicable size standards established under section 3(a) with education and technical assistance with respect to financing and contracting programs administered by the SBA;
- Coordinating with lenders on conducting outreach on financing through programs administered by the SBA that may be used to support the transition of ownership to employees;

- Supporting small business concerns in exploring or assessing the possibility of transitioning to an employee-owned business concern; and
- Coordinating with the cooperative development centers of the U.S. Department of Agriculture, the land grant extension network, the Manufacturing Extension Partnership, community development financial institutions, employee ownership associations and service providers, and local, regional and national cooperative associations.”

7.1.4.9. Regulatory Compliance:

- Maintain current information concerning environmental, energy, health, safety, and other Federal, state and local regulations that affect small businesses and counseling small businesses on methods of compliance with such regulations; and
- Develop information publications, establish resource centers of reference materials, make appropriate referrals to the SBA’s Office of the National Ombudsman, and distribute compliance guides published under section 212(a) of the Small Business Regulatory Enforcement Fairness Act of 1996, Public Law 102-121.

7.1.5. SBA Required Services

It is acknowledged that SBDCs receive funding from and must meet the mandates of its other funding sources. Despite these mandates, SBA District Directors, and SBDC Lead Center Directors should identify services that meet local needs based on periodic needs assessments. SBDC Lead Center Directors should integrate the SBA strategic plan into the Proposal, including, but are not limited to:

- Assisting manufacturing workers interested in starting their own business and working closely with the U.S. Department of Commerce, National Institute of Standards and Technology’s (NIST) Manufacturing Extension Partnership Program to assist small manufacturers;
- Providing programs focused on existing businesses to assist them with growth and expansion.
- Developing, facilitating and/or leveraging appropriate distance learning programs and/or initiatives that can be utilized by small business clients and, where appropriate, other SBA resource partners;
- Using market research tools such as the SBDC Clearinghouse, also known as SBDCNet, to serve the needs of the small business community;
- Provide access to tools and initiatives offered by SBA’s Office of Veterans Business Development (OVBD);
- Developing programs in conjunction with the SBA Regional Administrator and SBA District Office; coordinating with their state, local, and tribal economic development officials, chambers of commerce, lenders and other public and private entities to maximize business development in underserved areas;
- Developing economic recovery programs and plans that include counseling small business owners on ways and means to strengthen business recovery and continuity; and
- Participating in and actively supporting community economic development in the SBDC’s stated area of geographic coverage, including coordination with all levels of government – Federal, state, and local in support of initiatives that strengthen the infrastructure of the community and ensure stability and equality in community-based economic growth and development. The private sector, including business and professional organizations, should be invited to become stakeholders with the SBDCs acting as catalysts to initiate development projects beneficial to the community as a whole.

7.1.5.1. Government Contracting Assistance

- Provide information and assistance to small business owners interested in pursuing Federal, state and local prime contract and subcontract opportunities;
- Advise and assist small business owners to develop and execute effective marketing and sales plans for targeting Federal prime contracts;
- Work cooperatively with the Procurement Technical Assistance Program;
- Help 8(a) firms either directly or through the Applicant's affiliate in the area of contract education and assistance;
- Provide information and assistance to small business owners interested in participating in the 8(a), HUBZone, or Women Owned Small Business Certification Programs; and
- Work with SBA District Offices to assess the needs of 8(a) firms to provide the 8(a) firm with business management and other education, training and information.

7.1.5.2. Access to Capital and Other SBA Programs

- Provide financial packaging and other financial counseling assistance; including assistance for SBA loan products and services;
- Provide access to tools and initiatives offered by SBA's Office of Veterans Business Development (OVBD);
- Inform small business contractors about SBA's Surety Bond Guarantee Program, as appropriate.

7.1.5.3. Emerging Markets

Provide outreach and service delivery to entrepreneurs of all demographics, backgrounds and locations, inclusive of urban and rural populations, new immigrant populations and members of Reserve Components of the U.S. Military and National Guard and their spouses.

7.1.5.4. Minority Serving Institutions

Given the importance of Historically Black Colleges and Universities (HBCUs) and other Minority Serving Institutions in higher education and the increasing growth and interest in entrepreneurship and small business throughout historically underserved communities, it is an ideal fit for SBDCs and the SBA to also increase its services, partnerships and outreach to HBCUs and other MSIs. These other MSIs include the following: Hispanic Service Institutions (HSIs), Tribal Colleges and Universities (TCUs), Asian American and Pacific Islander Serving Institutions (AAPISIs), Alaska Native and Native Hawaiian Serving Institutions (ANNHSIs), Predominantly Black Institutions (PBIs), and Native American-Serving Nontribal Institutions (NASNTI).

According to the U.S. Department of Education, states with HBCUs include Alabama, Arkansas, Delaware, the District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Missouri, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, the U.S. Virgin Islands, Virginia, and West Virginia.

SBDCs with HBCUs in their states or regions should partner with their respective SBA Regional and District Offices and respective HBCU leadership (the university president, dean, chancellor, etc.) to enhance collaboration. This also includes onboarding new SBDC Service Centers that best support historically underserved communities where practicable for HBCUs and other MSIs.

By prioritizing these collaborative actions, SBA and SBDCs will develop a more comprehensive and inclusive outreach strategy to underserved communities. SBA and its resource partners will be able to communicate more efficiently and effectively with entrepreneurs of underserved communities and provide the support that may help their businesses start and grow.

7.1.5.5. Additional SBA Service Groups

While the core purpose of the SBDC program remains the provision of direct assistance to small businesses, SBDCs may also, under certain circumstances, provide technical assistance to non-profit organizations. Specifically, where a significant portion of a non-profit organization's activities involve providing aid to small business concerns, it is permissible for an SBDC to provide counseling or training to such non-profits on the ground that such action still results in the provision of technical assistance to small business concerns, albeit in an indirect "train the trainers" type of approach rather than in a direct manner.

7.1.6. Program Operations Overview

SBDCs operate under a plan to provide assistance within a state or designated geographical area. As a condition of any SBA grant award made, SBDC Applicants are required to provide at least an equal amount of matching funds from sources other than the Federal Government. SBDCs operate under the provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, a Notice of Award (the Cooperative Agreement) issued by SBA, and the provisions of this Funding Opportunity.

The SBDC Network must provide services as geographically close as possible to small businesses by using a variety of service delivery mechanisms, including satellite locations, traveling counselors, and virtual counseling and training, as appropriate. The facilities and staff of each SBDC shall be located in places that will provide maximum accessibility and benefits to the small businesses which the SBDC is intended to serve. The SBDC will develop a plan as part of the proposal specifying the extent to which SBDC statutory and program duties will be delivered to address the needs of the small business community in the area to be served. In doing so, SBDCs must ensure that statutory and regulatory requirements are met.

The Recipient Organization must establish and maintain a program control center or Lead Center to provide administrative services to the SBDC Network within the state or territory. These administrative services shall include, but not be limited to, a.) program development; b.) program management; c.) promotion and public relations; d.) financial accounting; e.) reports management; and f.) internal quality control. Records shall be maintained in the Lead Center indicating the Federal, state, local government, academic and private sector resources available to the SBDC Network, and the types of services provided to clients.

The Lead Center must have its own full-time staff, must have a separate budget and identity and, if part of a larger unit, must be a clearly distinguishable sub-unit. Staffing must include a full-time (100 percent) Lead Center Director who will operate and administer the operations of the SBDC Network and must have full authority to make expenditures under the Center's budget as well as to manage the program activities. At least 75 percent of the SBDC Lead Center Director's time must be dedicated to the functions of the SBA SBDC Cooperative Agreement. Other statutory requirements for the SBDC are outlined in [15 U.S.C. § 648\(c\)\(2\)](#).

7.1.7. Required Reporting Lines for SBDC Lead Center Director

The SBDC Director, if an employee of an SBDC Lead Center hosted by an educational institution, must report to the school or college dean or an equivalent or higher-level administrator. In a non-educational organization, the SBDC Director must report to an individual who is no lower than the third level of management or administration within a state agency.

7.1.8. Program Organization and SBDC Name

The specific identification “Small Business Development Center” or “Small Business and Technology Development Center” shall be a part of the name of every SBDC organization within the SBDC Network. No other name designations or variations will be accepted. The entity established by the Recipient Organization to manage statewide Small Business Development Center operations and activities is referred to as the SBDC “Lead” Center. The Lead Center manages and administers a comprehensive small business assistance network, consisting of the Lead Center and its Service Centers, under the terms of a Cooperative Agreement between the U. S. Small Business Administration and the Recipient Organization. This Network is part of the Small Business Development Center Program.

7.1.9. Prior Approval

Actions requiring prior approval by SBA not listed in this Funding Opportunity are listed in the SBA and SBDC Program Notice of Award Terms and Conditions.

7.2. Evaluation Criteria

All timely, materially complete applications received from eligible organizations will be reviewed in accordance with the criteria listed below.

7.2.1. Organizational Experience and Capacity

Applications will first be screened to determine if the Applicant meets stated mandatory eligibility requirements.

7.2.2. Collaboration and Leveraging of Resources

Applicants will be reviewed on the breadth of their plans for coordinating their proposed activities and working to expand the scope and reach of their project in collaboration with entities such as SBA’s District Offices, other Federal, state, local and tribal government agencies, other SBA grant Recipients/resource partners (e.g., SCORE, WBCs, SBA Community Navigators), trade associations, business/industry groups, institutions of higher education and/or private organizations. Additionally, Applicants should note the availability of any non-award funds and/or in-kind resources that will be pledged to the performance of their projects.

7.2.3. Risk Assessment

As required by 2 C.F.R. § 200.205(b), Applicants will be further evaluated by OSBDC to assess the possible risks they may pose to accomplishing the objectives of the award and to maintaining compliance with the terms and conditions of the award. In assessing the possible risks posed by individual Applicants, OSBDC will include in its consideration the following:

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

SBA may decline to issue an award under this Funding Opportunity based on this risk assessment.

7.3. Review and Selection Process

All SBDC funding proposals must be reviewed by and receive a letter of support from the SBA District Office(s) (District Director and/or designee) in their geographic territory prior to submission of the final proposal to www.Grantsolutions.gov; a letter of support from the SBA District Director should be included in the proposal submission. If multiple SBA District Offices are in the geographic service area of the SBDC, one SBA District Office Project Officer serves as the designated primary point of contact for the SBDC.

After the Proposal has been received by OSBDC, all submissions and/or revisions (if any) will be reviewed for programmatic and financial content and sufficiency by the appropriate OSBDC Program Manager and Grants Management Specialist. SBDCs will be contacted by OSBDC if the Proposal/submission has issues that require resolution. The SBA Program Manager recommends approval for funding to the Grants Management Specialist once the programmatic review of the Proposal has been completed. The Grants Management Specialist reviews the budget and all fiscal documentation to ensure that costs are in compliance with applicable OMB cost principles and issues the Notice of Award.

8.0 Section VI – Award Administration

8.1. Award Notification

Recipient Organizations will be notified of annual funding award status.

8.2. Administrative and National Policy Requirements

All successful Applicants will be required to comply with the requirements set forth in Section 21 of the Small Business Act (15 U.S.C. § 648 and 13 CFR Part 130 et seq.; 2 C.F.R. Part 200; the Assurances for Non-Construction Programs (SF-424B); and the terms and conditions set forth in their Notices of Award. In addition, SBA may, from time to time, advise Recipients of awards made under this Funding Opportunity of new legal requirements and/or statutorily authorized policy initiatives with which they must agree to comply.

8.3. Reporting

8.3.1. Required Data Collection System - EDMIS-Next Generation (EDMIS-NG)

All SBDCs are required to report program data through SBA's data collection system (EDMIS - Next Generation). EDMIS-NG serves as a centralized data collection system. While SBDCs may use EDMIS-NG as their primary MIS, they may also choose to maintain existing or complementary systems should they individually require more extensive data collection needs than that of the SBA.

All SBDCs must be fully capable of either manually entering data or uploading batch files to SBA's data collection system (EDMIS-NG). SBDCs are required to upload all data they have collected via the SBA approved data collection tools (Form 641 and Form 888) except as precluded by statute.

Partner Location Information Maintenance: SBA requires Lead Center SBDCs to maintain their Lead Center and Network Service Center information in SBA's Partner Location Information, which interfaces with EDMIS-NG. The Lead Center SBDC will designate one employee to update

Partner Location Information and will provide their name, email address, and phone number within the Proposal.

8.3.2. Required SBA Reports

All SBDC Recipients must provide the required reports to SBA by the established deadlines. Failure to submit accurate, complete and timely reports may result in withholding of reimbursements. Required reporting documents and submission are detailed in the Notice of Award Terms and Conditions.

8.3.3. Reporting Categories

SBDC performance reports must summarize accomplishments in each of the following categories. Performance reports should be a summary of SBDC Program accomplishments - not an itemized SBDC Service Center listing of accomplishments - in each of the categories.

0100 CAPITAL FORMATION

- Develop or assist in developing capital for small businesses (e.g., loans, microloans, grants, SBA Community Express); and
- Provide technical assistance on SBA and other capital access products, including small dollar programs, to assist small business; and
- Develop close linkages with SBICs, venture capital firms, Certified Development Companies (CDCs) and state and local finance programs.

0200 INNOVATION, TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE

- Identifying innovation and technology developed by the Federal Government and/or academic organizations having commercial or practical potential and alerting industry and state and local governments to its availability;
- Include a formal section on the SBDC Network's Intellectual Property training program and the results and impact of its IP program;
- Transferring expertise and equipment available from the Federal Government to the private sector;
- Transferring innovation and technology from business to business, SBIR activities, etc. Note any collaboration with the National Institute of Standards and Technology (NIST); and
- Providing information and education on the use of technology in everyday business activities or processes.
- Report cyber training that provides a broad mix of small businesses with a variety of training programs that range from introductory familiarization to intermediate and advanced cybersecurity training.

0300 INTERNATIONAL TRADE

- Current # of SBDC staff FTE Counselors that have attained certification for export assistance at intermediate or advanced level Certified Global Business Professional (CGBP). Include employee name, level and date of certification. Please distinctly identify the staff with certification in both intermediate or CGBP or any other export certifications obtained.
- Explain how you ensure certified staff remain current with best practices and resources supporting international trade counseling.
- Promoting increased exports by small businesses such as: supporting US Export Assistance Centers (USEACs); evaluating small business firms' export capabilities; assisting with a client's export related financing needs, providing counseling, training and outreach assistance including co-partnership events; providing rural export assistance;

partnering with public and private sector organizations involved in export development; data base development; match services and market research; rural exporting and participating in World Trade Week;

- Data reported for the following categories (from SBA Form 641/EDMIS-NG):
 - # of small businesses receiving export assistance from the SBDC;
 - # of small businesses that started to export (new to export) after receiving SBDC assistance and to what markets;
 - # of small business exporters that entered new foreign markets (new to market) as a result of SBDC assistance;
 - Increase in export revenues attributed to SBDC assistance;
 - Jobs created or retained as a result of exporting assistance; and
 - # of small businesses referred to Departments of Commerce (DoC), Agriculture, State, Ex-Im Bank, OPIC, The U.S. Trade and Development Agency (USTDA), and SBA Office of International Trade for trade assistance.
- Indicate if SBDC has Service Centers that are co-located with USEAC, and/or state or local trade agencies, or program offices.

0400 PROCUREMENT

- Fostering opportunities for increasing small businesses' share of procurement dollars spent by the government and private sector through conferences, computer matching services such as SBA's "Business Matchmaking," assistance to Certificate of Competency businesses and prime contractor outreach; and
- Indicate if SBDC manages a Federal PTAC or has Service Centers co-located with a PTAC and/or similar state, or local program.

0500 MANUFACTURING

- Assistance to manufacturing companies or their employees, including displaced manufacturing workers. Can include efforts and support to troubled companies, companies challenged by foreign competition, the United States, Mexico, Canada (USMCA) and foreign labor alternatives. This may also include cooperation efforts with other local organizations or government units concerned with manufacturing issues such as the National Institute of Standards and Technology's (NIST) Manufacturing Extension Program (MEP); and
- Indicate if SBDC manages a MEP or has Service Centers co-located with MEP centers.

0600 SPECIAL EMPHASIS GROUPS

- Assistance to people with disabilities; rural communities; Native Americans; young entrepreneurs; older adults, targeted associations; industry groups and other groups identified by SBA and/or the SBDC. (Note: Report minority, veteran and service connected-disabled veteran and women's efforts separately under Minority Small Business Development, Veteran and Service Connected-Disabled Veteran Owned Businesses and Women-Owned Businesses.)

Include information about programs to assist childcare providers and the number of childcare businesses the SBDC Network provided services.

Please also include partnerships with MSIs including new SBDC Service Centers that support historically underserved communities in this Section.

0700 MINORITY SMALL BUSINESS DEVELOPMENT

- Helping minorities participate in an entrepreneurial ecosystem such as: working on Asian American initiatives; Black or African American initiatives; Hispanic American initiatives; Native American initiatives; Native Hawaiian or Pacific Islanders initiatives; assisting 8(a) clients in the developmental stage, and other stages; and, linking minority clients with other opportunities such as financial assistance and procurement as well as conferences.

0800 WOMEN-OWNED BUSINESSES

Describe briefly collaboration with the Women's Business Centers (WBCs) and any seminars or specialized counseling approaches or other activities aimed at women entrepreneurs (e.g. SBA's Ascent Program).

0900 VETERANS, RESERVISTS, SERVICE-DISABLED VETERAN-OWNED BUSINESSES AND ALL OTHER MEMBERS OF THE U.S. MILITARY

- Assistance targeted toward veteran and service connected-disabled veteran owned businesses, as well as Reservists and National Guard members called to active duty, such as: Veteran Entrepreneurial Training Programs; coordination with Veteran Business Outreach Centers (VBOCs); providing Veteran Entrepreneurial Training Programs, include marketing the availability of the V-WISE and Operation Endure and Grow programs managed by the SBA Office of Veterans Business Development (OVBD); summits for veteran business owners; activities in conjunction with the Department of Veterans Affairs Vocational Rehabilitation and Employment Services; Employer Support of the Guard and Reserve (ESGR) and National Guard State Adjutants; DELTA Program; marketing and assistance for the Military Reservist Economic Injury Disaster Loan program; Patriot Express program; base closings and RIF counseling; and, DoD or DoL Transition Assistance Program (TAP) seminars and DoD Yellow Ribbon Reintegration Program events; and
- Identify any SBDC Service Centers co-located with VBOCs or other armed services/veteran assistance programs.

1000 RURAL ASSISTANCE

- Marketing, technical assistance and service delivery strategies to rural businesses to better compete in the marketplace, including information and assistance in obtaining financing for business startups and expansion in rural areas;
- Assistance to increase participation of rural businesses in exporting, government procurement, tourism, access to credit, incubators, innovation and technology and other small business programs, in cooperation with the U.S. Departments of Commerce (DoC) and Agriculture (USDA) and other relevant Federal agencies; and
- Identify any SBDC Service Centers co-located with USDA assistance centers or other state/local rural assistance program centers.

1100 ECONOMIC DEVELOPMENT, FAITH BASED AND COMMUNITY INITIATIVES

- Activities that are not specific to an individual client, do not fit in other categories, and are aimed at supporting/strengthening the economic environment in the SBDC's territory;
- Areas reported on may include Agribusiness, Rural Development, Community Development, corporate downsizing or plant closing assistance, Convention/Tourism and Incubators; and

- Activities aimed toward assisting small business and community economic development organizations such as providing counseling, training and outreach to community organizations, or other such entities with a significant focus on supporting the needs of small businesses.

1200 RESEARCH

Research efforts aimed toward assisting small business and economic development such as database development and needs analysis.

1300 ONLINE ACTIVITY

Activities and accomplishments which demonstrate use of web-based technology to enhance direct client service delivery such as: the use of online counseling (email and real-time) and training; online expert systems or diagnostic tools to identify needed services; audio or video streaming; electronic registrations and scheduling; webinars; and other targeted uses of the internet to virtually facilitate delivering information to clients more cost effectively.

1400 OTHER ACTIVITY

Provide information regarding any efforts that do not fit in the categories above. Describe and provide information about any SBDC “best practices” to be used by SBA and archived in the SBDCNet. This also may include dissemination of basic business information as well as any specific information requested by the SBA Project Officer and mutually agreed upon with the SBDC State/Regional Program Director.

1500 SUCCESS STORIES [DO NOT INCLUDE IN PROPOSAL]

Report at least three examples of assistance provided in which tangible results occurred. Include a description of the business, the problems encountered, the assistance provided, the resources used and the actual or expected results including economic impact. A signed statement from the success story client(s) of his/her consent for use of the success story by SBA must be kept on file. (SBA can provide a sample form if one is not available locally.)

1600 ADVOCACY

- Support for small business interests within the SBDC's jurisdiction to improve the climate for small business and contribute to the vitality of the small business sector; and
- Include, as appropriate: public speeches, testimonies before state and/or Federal legislatures, and small business week activities.

1700 RESOURCE DEVELOPMENT

- Collaborating with funding or other partners to assist the SBDC in its mission through recruiting, developing and overseeing private and public resource organizations/individuals for the purpose of providing business development counseling, training and outreach efforts; and
- Any increase in match funding or other new program resources achieved during the reporting period.

1800 COLLABORATION AND LEVERAGING

Address key partnerships and collaborations throughout the Network and the type of interaction or relationship enjoyed. Include participation in Federal interagency collaboration efforts such as broadband efforts.

- Indicate collaboration with SBA's special initiatives such as **T.H.R.I.V.E.** and other Office of Entrepreneurial Development (OED) programs and identify any SBDC centers that are co-located with other SBA resource partners such as WBC and SCORE.

1900 UNPLANNED TRAVEL [DO NOT INCLUDE IN THE PROPOSAL]

Provide a description of any unanticipated or unbudgeted out-of-country travel for Lead and Service Centers not disclosed in the Cooperative Agreement. (Prior approval from the AA/SBDC is required for foreign travel that exceeds or was not included in approved budget. Also, prior approval for out of state travel not included in the original Network's proposal is required from the local District Office, but not OSBDC.)

2000 KEY PERSONNEL CHANGES [DO NOT INCLUDE IN THE PROPOSAL]

Provide description of new key personnel not included in the proposal, including name, position, date of hire and resume. Also indicate any key personnel vacancies and anticipated fill date. If **Partner Location Identification point of contact** has changed since the proposal was submitted, report that change here and provide name, contact information including email address, and effective date of change.

2100 PROBLEMS [DO NOT INCLUDE IN THE PROPOSAL]

Provide a description of any and all problems that have significant impact on the Program or program objectives.

2200 BUDGET TO ACTUAL COMPARISON [DO NOT INCLUDE IN THE PROPOSAL]

Provide a comparison of actual program expenditures to date to the approved budget, by budget category and an explanation for any significant variances.

SBDCs must also furnish copies of SF-425, SBA Form 2113, the Cost Price Analysis worksheet and other requested financial reports and attachments as required.

2300 ECONOMIC IMPACT [DO NOT INCLUDE IN THE PROPOSAL]

For each progress report, provide a table showing comparison of performance goals for Jobs Supported, Unique Clients Served, New Business Starts and Capital Infusion to actual accomplishments achieved during the reporting period and include a management analysis of results.

Also include the Network's Customer Survey Satisfaction rating of the Network services overall.

8.4. Recordkeeping Requirements

All SBDC Applicants and their Network Service Centers are required to maintain complete and accurate records and supporting documentation to facilitate a thorough program examination. All significant client counseling, training, and other activities shall be fully documented. SBDC Applicants will support SBA's required data collection and reporting system.

In addition to the performance, financial and program reports already mentioned in this Funding Opportunity, SBDCs must maintain the following records:

8.4.1. Counseling Activity

All SBDCs are responsible for reporting all counseling activities on SBA Form 641, "Counseling Information Form" or an equivalent form that supports SBA's management information database. A client will be counted once in a Federal fiscal year with reporting to include both the number of sessions and the number of hours spent with the client. Copies of these forms or an electronic signed copy must be available for review by the SBA when requested.

Online counseling must meet the standards identified in the client definitions and there must be a signed SBA Form 641 or its equivalent that supports SBA's management information database.

Agreement

Each client is required to sign a request for assistance, SBA Form 641 or equivalent, and must be shown the following statement:

I request business counseling service from the Small Business Administration (SBA) or an SBA Resource Partner. I agree to cooperate should I be selected to participate in surveys designed to evaluate SBA services. I permit SBA or its agent the use of my name and address for SBA surveys and information mailings regarding SBA products and services (Yes/No). I understand that any information disclosed will be held in strict confidence. (SBA will not provide your personal information to commercial entities.) I authorize SBA to furnish relevant information to the assigned management counselor(s). I further understand that the counselor(s) agrees not to: 1.) Recommend goods or services from sources in which he/she has an interest, and 2.) Accept fees or commissions developing from this counseling relationship. In consideration of the counselor(s) furnishing management or technical assistance, I waive all claims against SBA personnel, and that of its Resource Partners and Host Organizations, arising from this assistance.

These forms shall be retained in accordance with current OMB and SBA requirements. SBDCs may use an electronic version of this form. For clients who have responded "yes" to Question 11 in Part I of SBA Counseling Information Form 641, the SBDC shall provide the information contained in Part I along with the small business name every 90 days. SBA will safeguard client and customer Personal Identifiable Information (PII).

8.4.2. Transactions with Suspended or Debarred Entities

SBDCs are responsible for verifying that entities (such as employees, consultants, contractors or other service providers) paid with program funds and clients receiving counseling assistance supported by program funds are not currently under suspension or debarment by or have an unresolved debt with a Federal Agency. SBDCs may require clients to certify that they are not currently suspended or debarred prior to receiving counseling assistance and should retain certification records with client files.

8.4.3. Training Activity

The SBDC must use SBA Form 888 or its equivalent to document and report SBDC training activities. The agenda and/or program content, attendee list and evaluations are required for each training event. SBDCs will submit all training information from the SBA Form 888 or equivalent form quarterly to SBA's data collection system (EDMIS-NG). The training information will be considered certified by the State/Regional Program Director when uploaded into EDMIS-NG. The SBA Form 888 or similar program developed form must be maintained at the SBDC for review by the SBA when requested. Note, in order for training clients to be counted as part of unique clients served, a Form 641 must be completed for each unique training client.

8.4.3.1. Multi-Session Training:

For courses with multiple sessions, each session may count as one course. Sessions must correspond with the minimum training duration identified in the definitions listed in Section 8.1.39. SBA's management information system collects both the number of sessions and hours for the course.

8.4.3.2. Online Training:

An SBA Form 888 is required for all online training events. At a minimum, the following fields should be completed on a registration form for online training: a.) Client Name or approved client-coded name/number; b.) Email Address; and c.) Zip Code.

In addition, every attempt should be made to collect these data:

- Race;
- Ethnicity;
- Gender;
- Disability;
- Veteran Status; and
- Military Status.

8.4.3.3. Co-hosted (Collaborative) training:

When reporting training numbers for a co-hosted training, the hosts (SBA and Entrepreneurial Development resource partners) can receive credit for the clients.

8.4.4. SBDC Client Evaluation Forms

Evaluations must be solicited from SBDC clients who receive counseling or attend an SBDC training event. All SBDCs should develop internal procedures to ensure that these evaluations are performed on a regular basis and retain these documents on file. Client satisfaction rate data must also be reported in the Annual Report in Section 2300 of the Economic Impact report in EDMIS-NG.

8.4.5. Financial Recordkeeping

An SBDC must maintain the documentation for year-end Standard Form 425 (SF-425) Financial Report as required by OMB Circulars and SBA Regulations. SBDC Lead Centers and Service Centers that manage other non-SBDC funds (i.e., not included in the Proposal or SBA Cooperative Agreement) must maintain separate ledgers and transaction journals for the SBDC financial activity to ensure a clear audit trail of the financial resources used under the SBDC Cooperative Agreement as required by 2 C.F.R. §200.302. SBDC expenditures of Federal, matching, and program income must be accounted for separately from other Lead Center resources. In addition, funds must be identifiable to the program year for which they were provided. SBDCs must maintain support documents for SBA Form 2113 and SF-425s. This support should consist of at a minimum:

- A spreadsheet that reconciles the SF-425 and the disbursement journals at the Lead Center and Network Service Center organizations (i.e., Network Service Center(s)). This applies to the Lead Center only;
- Support for all charges to the Cooperative 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 related supporting documentation (i.e., disbursement ledgers, comparison of actual to budgeted expenditures). This applies to Lead Center only;
- Any agreement(s) related to matching costs;
- Support for program income receipts and expenditures including receipt and disbursement journals;
- Salary and wage records for SBDC employees charged to the Cooperative Agreement (Both Recipients and Network Service Centers must maintain the appropriate standard {per 2 C.F.R. Part 200} to document costs 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. (The records should be incorporated into the official records of the institution.); and,

- **Support for in-kind costs:** Contributions, when used as match, must be documented showing the name of donor, phone number, signature of donor, date of donation, justification of the value of goods or services (hours with labor rate of services), and narrative description of service provided, or item donated. OSBDC implemented the following policy regarding in-kind contributions:
 - Contributions may include, but are not limited to, cost items such as time and materials, office space, and equipment;
 - A bona fide contribution exists and may be claimed when the source of the donation has no reasonable expectation of compensation such as a requirement the contribution be made as a provision in a contract or purchase order for the products or service;
 - Paid SBDC staff (i.e., host employees) are not eligible sources of in-kind contributions over and above the remuneration of salaries and benefits provided by the Host Organization; however, in-kind cost for time committed by consultants to the SBDC Program may be counted as in-kind match with the appropriate documentation. The documentation must include a letter signed by the consultant indicating the hours they are donating and the rate to be charged for those hours. It also must be signed and dated.
- SBDC support documentation must include the following: dated and signed statement from the donor identifying the specific nature of the donation, contact information and indicating that no additional remuneration is expected. Donor documentation may resemble an invoice with those provisions;
- The SBDC must document the annual basis for valuing the donation in a clear manner such as the following: three bids or quotes in response to a competitive procurement process for similar cost items; sales literature, price catalogs; published schedules; or documented pricing for similar cost items previously paid for by the host institution; and
- The total value of paid and donated services from each donor must represent a reasonable value to the government and be consistent with the procurement policies and standards of the host institution.

9.0 Section VII - Agency Contacts

9.1. Small Business Development Center Program Point of Contact

Questions concerning general information and technical aspects within this Funding Opportunity should be directed to the SBA Office of Small Business Development Centers (OSBDC) at SBDCGrantsq@sba.gov.

9.2. Financial/Grants Management Point of Contact

Questions regarding budgetary matters related to this Funding Opportunity should be directed to SBDCGrantsq@sba.gov. Questions regarding payments to the SBDC networks should be sent to SBDCpayments@sba.gov.

9.3. Grantsolutions.gov Technical Support

For technical support with filing an electronic application in response to this Funding Opportunity, contact the Grantsolutions.gov help desk Monday through Friday 7 AM – 8 PM ET (closed Federal holidays) or call 1-866-577-0771 or 202-401-5282 or help@Grantsolutions.gov.

10.0 Section VIII - Other Information

10.1. Definitions

The following definitions apply to awards made under this Funding Opportunity (See 13 CFR Part 130 et seq. for additional definitions relating to Small Business Development Centers.):

10.1.1. Applicant

An eligible organization that applies for funding under this Funding Opportunity.

10.1.2. Budget Period

The 24-month period, in which expenditure obligations are incurred by an SBDC Network, coinciding with the calendar year. For the purposes of this Funding Opportunity, the initial budget period will be January 1, 2023, to December 31, 2023 for calendar year awards.

10.1.3. Businesses Created, Number of (Reporting)

Clients that were able to start (indicated they are in business) as a result of services received.

Computed by EDMIS-NG, businesses are considered “Started” if, at the previous session (whether in the current fiscal year or a past one), the client was not “in business,” and at a subsequent session or update (in the fiscal year being reported) was “in business” (SBA Form 641). See Section 8.1.6 for definition of “in business”.

A New Business Start is counted for any counseling or training session within the specified time frame, Fiscal Year or Quarter, which indicates the client is in business (the *In Business* flag is marked yes) and where all prior sessions, including sessions outside the time frame, indicates the client was not in business (the *In Business* flag is marked no).

10.1.4. Capital Infusion

- Dollar Amount of SBA Loans;
- Dollar Amount of non-SBA Loans;
- Dollar Amount of Equity Capital (to include private investment)

Capital infusion includes all forms of debt and investments from all sources (i.e., lines of credit, consumer debt products used specifically for the business, angel investors, owner’s capital contributions, etc.). Credit lines and other revolving debt facilities/instruments are to be recognized for the full amount of the line of credit when established and not to be based on individual drawdowns.

10.1.4.1. Reporting Capital Infusion

Capital infusion will be tracked throughout each fiscal year and compiled from year-to-year to collect aggregate data. Capital infusion is the aggregate amount from the SBA Form 641, Total Dollar Amount of SBA Loans, Total Dollar Amount of non-SBA loans and Dollar Amount of Equity Capital Received. Capital infusion shall be reported, client-by-client, once it is known as an update on the Form 641 and uploaded to EDMIS-NG on a quarterly basis. NOTE: that capital infusion measures and reporting should not contain sales increases or events such as

private or government contracts awarded since these are distinguished separately on the Form 641 and subsequently in EDMIS-NG.

10.1.5. Client

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 in a fiscal year, and the reporting will include both the number of sessions and the number of hours spent with the client. See also SBA Agency Terms and Conditions – Definitions. There are three types of clients:

- a. Nascent (Pre-venture) Entrepreneur: those individuals who have taken one or more active steps to form a business, according to the Kauffman Foundation (www.kauffman.org). This includes individuals seeking assistance from SBA and/or one of its resource partners;
- b. In-Business: An “in business client” is defined as one that has completed required registration(s), if applicable, with the local, state, and/or Federal Government (e.g., DBA registration, get a business license, agency issued tax identifications, etc.) AND at least one of the following:
 - Has documented a transaction from the sale of a product or professional or personal service for the purpose of gain or profit;
 - Has contracted for or compensated an employee(s) or independent contractor(s) to perform essential business functions;
 - Has acquired debt or equity capital to pursue business operations (e.g., to purchase inventory, equipment, building, business, etc.); or
 - Has incurred business expenses in the operation of a business; and
- c. Start-up: those individuals (entities) who have been in business up to 12 months.

10.1.6. Contact Hours

The amount of time spent directly counseling/interacting with a client.

10.1.7. Contributions/Donations

Funds received by the SBDC and expended. May be used as match or overmatch in the year expended. Federal funds or amounts reported as match may not be used as contributions to others.

10.1.8. Consultation/Counseling/Advising/Guidance

10.1.8.1. Services provided to an individual and/or business that are:

- a. Substantive in nature and require assistance from resource partner or District Office personnel in the formation, management, financing and/or operation of a small business enterprise; AND
- b. Specific to the needs of the business or individual; AND
- c. Require a signed SBA Form 641 or equivalent form that supports SBA’s management information database.
- d. Counseling is one-on-one, in person (face-to-face), on the telephone or electronic. To allow for reporting of time invested in a client, preparatory time will be tracked separately from contact time but attributed toward counseling time in data reporting.
- e. Travel time will not count toward counseling time but will be tracked separately. SBDCs must provide counseling to both current and nascent entrepreneurs (pre-venture). An SBDC’s counseling clients should be reflective of its Service Area’s demographics.

- f. SBDCs must assist small businesses in solving problems concerning operations, manufacturing, engineering, technology exchange and development, personnel administration, marketing, sales, merchandising, finance, accounting, business strategy development and other disciplines required for small business growth and expansion, innovation, increased productivity, management improvement and maintaining the industrial base.
- g. Fees for counseling may not be charged.
- h. Each client will be counted once in a fiscal year, with the reporting to include both the number of sessions and the number of hours spent with each. If multiple people participate from one business, only one person will complete SBA Form 641. The counselor will note how many people were in attendance so that the number of people served can be tracked. This will only be collected on the initial SBA Form 641.
- i. Face-to-face Counseling (in person): Meets the definition of “counseling” and is conducted in person between counselor(s) and client representatives. The recipient of the counseling must acknowledge, through an SBA Form 641 or an SBA approved “electronic substitute,” the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s).

10.1.8.2. Online Counseling (electronic):

Meets the definition of “counseling” and is computer or internet based. The recipient of the online counseling must acknowledge, through an SBA Form 641 or an SBA approved “electronic substitute,” the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s).

- Reporting Online Counseling: At a minimum the following fields should be completed on SBA Form 641, or an SBA approved electronic substitute:
 - a. Client Name or approved client-coded name/number;
 - b. Email Address; and
 - c. Zip Code.
- SBA Form 641 or an equivalent form that supports SBA’s management information database may be completed electronically by the client in SBDC programs with the capability to accept verified electronic signatures. In states that do not accept electronic signatures, the SBDC must obtain a form with the client’s original signature.

10.1.8.3. Telephone Counseling:

Meets the definition of “counseling” and is conducted via telephone. The recipient of the counseling must acknowledge, through an SBA Form 641 or an SBA approved “electronic substitute,” the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s).

- Reporting Telephone Counseling: At a minimum the following fields should be completed on SBA Form 641, or an SBA approved electronic substitute:
 - a. Client Name or approved client-coded name/number;
 - b. Telephone Number; and
 - c. Zip Code.

10.1.9. Cooperative Agreement

A legal instrument reflecting a relationship between the United States Government and a Recipient when the principal purpose of the relationship is to transfer a thing of value to the Recipient to carry out a public purpose of support or stimulation and substantial involvement is expected between the awarding Agency and the Recipient when carrying out the activity contemplated in the Agreement.

10.1.10. Distance Learning

Distance learning is the process of connecting clients with remote and multiple resources. The technologies used include video, audio, computer, satellite, audio-graphic and print technologies.

10.1.11. Electronic Commerce (e-Commerce)

Electronic commerce refers to all aspects of business and market processes enabled by the internet and other digital technologies.

10.1.12. Employee (Staff, full-time, part-time)

For purposes of the export counseling certification requirement, this definition consists of all professional (counseling and training) staff. This includes contractors (consultants) hired for counseling and training purposes. SBDCs shall use the full-time equivalent total for counseling and training staff as the basis for calculating the minimum number of certified export staff members required.

10.1.13. Equity Capital

Equity contributions to the business as reported on Form 641. Includes all funding (except loans) obtained by clients attributed to SBDC assistance including grants, SBIR awards, equity investments (private and owner), etc.

10.1.14. Goals and Initiatives

Goals are provided by SBA. Initiatives are shorter term items of interest or may include populations designated by SBA for special emphasis.

10.1.15. Grants Management Officer (GMO)

The SBA official with delegated authority to obligate federal funds by signing the Notice of Award is the Grants Management Officer GMO.

10.1.16. In-Business

See Section 8.1.5 for definition of *Client*.

10.1.17. In-Kind

A non-cash match contribution based on the value of goods and services that are provided to the project, which may include office equipment and office space. In-kind donations may be provided by the Recipient, Network Service Center, contractor, or other party to the Cooperative Agreement, and must be appropriately valued and documented. See Section 6.4.5 for guidance on in-kind documentation.

10.1.18. Jobs Supported

Total number of employee positions supported by services provided.

10.1.19. Key Personnel

Principal staff of the Lead Center and SBDC service centers, including SBDC Lead Center Directors, SBDC service center directors or managers of International Trade Centers, Technology Program Centers, and directors of other SBDC specialty programs and any other leadership positions identified by the SBDC network.

10.1.20. Loan Package

A collection of documents required by a lender used to make a business loan approval decision.

10.1.21. Nascent Entrepreneur (Pre-Venture)

An individual that has taken one or more active steps to form a business is a nascent entrepreneur. An individual who seeks assistance from SBA and/or one of its resource partners meets this definition. See Section 8.1.5 for definition of Client.

10.1.22. Pre-business Workshop

A training program designed for individuals interested in owning and managing a small business or small business owners who have been in operation up to 12 months.

10.1.23. Prep Time

The amount of time spent preparing and researching information for a business or individual client. To allow for reporting of time invested in a client, preparatory time will be tracked separately from contact time but attributed toward counseling time in data reporting.

10.1.24. Program Funds

Includes all SBA/SBDC federal funds, all match contributions, cash and non-cash, and program income. It does not include other funds managed by the SBDC outside the SBA Cooperative Agreement.

10.1.25. Program Income

Gross income earned by the recipient that is directly generated by an activity supported with project funds or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally funded projects, the sale of commodities, or items fabricated under an award and license fees and royalties on patents and copyrights. See also SBA Agency Terms and Conditions – Definitions.

10.1.26. Project Period

The total annual period of performance for an award made under this Funding Opportunity.

10.1.27. Recipient Organization

An Applicant organization for which federal funding is approved to establish a SBDC Network Lead Center and which enters into a cooperative agreement with SBA.

10.1.28. Religious Organization

An entity that is organized for religious purposes and engages in activity consistent with, and in furtherance of, such purposes.

10.1.29. Reporting Cycle

The reporting cycle for performance data is based on the Federal Government's fiscal year. Data must be reported to SBA based on the four quarters that occur during October 1st – September 30th.

10.1.30. SBA Resource Partners

Organizations that provide services through SBA funding or through another recognized relationship with SBA. Resource partners include SBDCs, Service Corps of Retired Executives (SCORE), Veterans Business Outreach Centers (VBOCs), Women's Business Centers (WBCs), SBA Community Navigators, U.S. Export Assistance Centers (USEACs), the SBA Microloan Program micro-lenders and non-lender technical assistance providers and SBA Co-sponsorship and Memorandum of Understanding partners.

10.1.31. SBDC Lead Center

10.1.32. The entity established by the SBDC Recipient Organization that has a current Cooperative Agreement with SBA to administer and operates the SBDC Network. The Lead Center is responsible for establishing an SBDC Network for a defined area and for overall program development, service coordination, financial management, reporting, promotion and public relations, evaluation, assessment and internal quality control over Network services. SBDC Network/SBDC Program.

The "Network" is the combination of the Lead Center, SBDC Service Centers, and satellite locations.

10.1.33. SBDC Satellite Locations

A geographic point of service delivery that operates on a full or part-time basis under the direct management of an SBDC Lead Center or Service Center. SBDCs may staff service locations on a less than full time basis, but must provide information regarding regularly scheduled hours of service or service availability by appointment, and make this information readily available to SBA and the public. During operating hours, satellite locations must include required SBDC and SBA signage, and must provide space for confidential client counseling and secure storage of any client information maintained on site.

10.1.34. SBDC Service Center

An SBDC service location that operates on a full-time basis to provide counseling and training services within a service area designated by the Lead Center. Service Centers must be accessible to the public and staffed during the normal business hours throughout the year, except as granted by prior approval. Lead Centers shall establish a director or manager for each Service Center, and shall establish performance goals,

and monitor Service Centers to ensure SBDC services are delivered in compliance and consistent with the requirements, policies and procedures established by SBA and the Lead Center. The SBDC Network must primarily use institutions of higher education and WBCs as service providers.

10.1.35. SBDC Network Service Centers (Network Service Centers)

An entity authorized by the Lead Center to perform SBDC counseling and training services. The Network Service Center entity must be identified in the Cooperative Agreement, having a written agreement with the Recipient Organization that (1) receives federal financial assistance and/or (2) administers matching resources for purposes of conducting SBDC activities.

10.1.36. Small Business

A business entity:

- i) That is independently owned and operated, is not dominant in its field of operation, is organized for profit with a place of business located in the United States, and operates primarily within the United States; and
- ii) That does not exceed the applicable size standard for its industry as established under 13 C.F.R. § 121. In general, the most common size standards are:
 - 500 employees for most manufacturing and mining industries;
 - \$39.5 million in average annual receipts for most general & heavy construction industries;
 - \$16.5 million in average annual receipts for all specialty trade contractors;
 - \$8 million in average annual receipts for most retail and service industries; and
 - \$1.0 million in average annual receipts for most agricultural industries.

10.1.37. Special Emphasis Groups

Groups whose members are underrepresented in the population of business owners compared to their representation in the overall population. Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service connected-disabled veterans, self-employed Reserve and Guard members, transitioning military personnel and spouses, individuals in rural areas, individuals in HUBZones and individuals in low to moderate income urban and rural areas as determined by Census Bureau information, among others.

10.1.38. Start-Up Business

A business entity that has been in business up to 12 months is considered a start-up business. See also Section 8.1.6 for definition for Client.

10.1.39. Technical Assistance

Counseling or training services provided to an individual and/or business in accordance with the terms of this Funding Opportunity and a Recipient's Notice of Award.

10.1.40. Training

An SBDC training workshop or seminar is defined as an activity or event in which a counselor from the SBDC, another resource partner, District Office, and/or a third party actively delivers a structured program

of knowledge, information or experience on a business-related subject. The training must include two or more clients in attendance.

10.1.40.1. Online training (or webinars):

A structured program of knowledge, information or experience on an entrepreneurial or business-related subject. It must be of a quality and substantive nature and include a registration process as well as an evaluation process (e.g., one to five-star ranking). Online training can be synchronous or asynchronous. (Note: Must meet other criteria listed above.)

Synchronous: A group of clients proceed through the training module(s) or program as a group.

Asynchronous: A client individually proceeds through the training module(s) or program individually and is self-paced.

10.1.40.2. Co-hosted Training (Collaborative)

Meets the definition of “training” and is further defined as an activity where each Host Organization actively participates and contributes substantially to the training. See Section 8.2.18.

10.1.41. Training Hours (Total Number of Training Hours)

Total hours of training are the number of hours that the trainer spends teaching the training session.

10.1.42. Travel Time

The amount of time spent traveling to/from a location (separate from assigned post-of-duty) to meet with business or individual clients. If meeting with more than one client, travel time is only counted once. Travel time will not count toward counseling time but will be tracked separately.

10.1.43. Unique Clients Served

Number of unique clients counseled and/or trained. Computed by EDMIS-NG as a count of unique SBA client IDs with a reported counseling session or training in the time period indicated. In order to be counted, clients must be reported using an SBA Form 641.

10.2. Guidelines

10.2.1. Faith-Based & Neighborhood Partnerships

SBDCs are encouraged to coordinate activities through either a contractual or partnership relationship with faith-based and other neighborhood organizations. SBDCs are also encouraged to coordinate their efforts with SBA’s Faith-Based and Neighborhood Partnership initiatives designed to open government programs to these organizations to improve their communities. There are no grant funding set-asides for faith-based organizations. Instead, the Faith-Based and Neighborhood Partnership creates a level playing field for faith-based as well as other neighborhood organizations to work with the Federal Government to meet the needs of America’s communities.

Lead Centers should be aware that many sectarian colleges and universities are eligible to participate in the SBDC program. In assembling and maintaining their statewide/region-wide SBDC Networks, Lead Centers should be mindful of not imposing any unnecessary conditions which could prohibit or discourage otherwise eligible faith-based or other neighborhood organizations from seeking to act as Service Centers. If a Lead Center has any question regarding particular entity's eligibility to function as a Service Center, it should contact SBA for further assistance. See also Notice of Award, SBDC Program Terms and Conditions.

10.2.2. Environmental Assistance

Environmental assistance includes any activity that encourages, supports and enables small businesses to develop, market, and/or adopt environmental technologies (including pollution prevention) to achieve economic growth and environmental compliance. SBDCs are encouraged to consult with appropriate state and/or local providers of environmental technical assistance programs.

10.2.3. FCC Broadband Plan

For information on the FCC broadband plan click [The National Broadband Plan: Connecting America](#) or enter <http://www.broadband.gov/> in your browser.

10.2.4. Financial Packaging Assistance/Access to Capital

SBDCs should work with their SBA District Offices to provide services that increase small businesses' access to capital. SBDCs are encouraged to develop linkages with lenders, Small Business Investment Companies (SBICs), venture capital firms, Certified Development Companies (CDCs), SBA micro-lending intermediaries, and state and local finance programs.

SBDCs will assist small businesses with business plan development, financial statement preparation and analysis, cash flow preparation and analysis, source and application of funds. In addition, SBDCs, in cooperation with SBA District Offices, are expected to offer service to new SBA clients and to assist delinquent SBA borrowers who are referred to them by SBA and/or lenders to assist in problem solving, business restructuring, cost analysis, market penetration, and other similar subjects.

10.2.5. Financial Assistance Restrictions

SBDCs cannot make loans, service loans or make credit decisions regarding the award of loans.

SBDCs must not advocate, recommend approval or otherwise attempt in any manner to influence SBA to provide financial assistance to any of its clients. SBDCs may not charge fees for providing assistance for financial packaging. Providing any preferential treatment to clients of any specific lender is prohibited, as is the SBDC's acceptance of payment for the provision of counseling services.

10.2.6. Financial Packaging Assistance Guidelines

SBDCs are encouraged to provide counseling services that increase a small business concern's access to capital, such as business plan development, financial statement preparation and analysis and cash flow preparation and analysis.

SBDCs should help prepare their clients to represent themselves to lending institutions.

While SBDCs may attend meetings with lenders to assist clients in preparing financial packages, they may not take a direct role in representing clients in loan negotiations.

SBDCs should inform their clients that counseling assistance or financial packaging assistance does not guarantee receipt of a loan.

10.2.7. International Trade Services

SBDCs will provide international trade finance and market development assistance to small businesses throughout the SBDC Network. Where appropriate, and to the extent possible, SBDCs will offer special international trade programs. SBDCs shall maintain a minimum number of certified export assistance advisors in their network, as required by the Small Business Jobs Act. Such international trade services will

be conducted in conjunction with the SBA representative at the local U.S. Export Assistance Center and other relevant federal, state and local agencies providing small business export and trade assistance.

10.2.8. International Trade Center (ITC)

Where appropriate, SBDCs will establish International Trade Centers (ITCs) to focus on export assistance to small businesses. ITCs are specialty centers within the SBDC Network dedicated specifically to providing international trade services. A list of these centers/locations shall be included with the proposal. ITCs must have a separately designated and full-time director and qualified professional staff. They must have a separate budget within the SBDC and there must be separate international trade related counseling and training milestones established in the SBDC Cooperative Agreement. Separate brochures marketing the SBDC's international services must be developed and distributed.

The ITC will coordinate and use public and private resources to provide assistance to small businesses, and particularly to those small businesses new to exporting or with export finance packaging needs.

ITCs will provide a broad range of services as appropriate and needed by the small business community, including the following:

- Assist SBA by supporting Export Assistance Centers sponsored by SBA, the U.S. Department of Commerce, the Export-Import Bank and other Federal Agencies;
- Assess client's export related financing needs and assist clients in structuring and compiling necessary documentation, (i.e., business plan development, financial statement and analysis, cash flow preparation and analysis, source and application of funds, letters of credit, etc.) for export financing and particularly for SBA's Export Working Capital Program;
- Develop linkages with local lenders, SBA District Export Finance Officers, Ex-Im Bank personnel and U. S. Export Assistance Center personnel;
- In cooperation with SBA, develop an Export Trade Assistance Partnership (E-TAP) program on an annual basis for new exporters. Create an E-TAP Task Force for its development and cooperation with other appropriate private and public sector partners to provide counseling and training for this program.
- Develop and conduct seminars on opportunities and procedures involved in exporting, export finance, joint ventures, licensing, ISO 9000 and other International Standards Registration, metric conversion and so forth;
- Identify and analyze client's international trade needs, capabilities and problems and provide in-depth counseling in international trade techniques, procedures and opportunities;
- Use services available through the Federal Bar Association/SBA Agreement to assist in the resolution of client's international trade/legal problems, the Export Legal Assistance Network (E-LAN);
- Assist SBA in promoting and recruiting participants for SBA cosponsored events including those with the Department of Commerce, the Overseas Private Investment Corporation, the Agency for International Development and the Export-Import Bank; and
- Assist SBA in disseminating information on trade promotion, trade finance, trade adjustment and trade remedy assistance.

10.2.9. Manufacturing Assistance

Many SBDCs partner with the Department of Commerce, National Institute of Standards and Technology's (NIST) Manufacturing Extension Partnerships (MEPs) to provide specialized services to small manufacturers. Through this partnership, a small manufacturer can receive business management assistance from the SBDC and engineering assistance from the MEPs.

All SBDCs that are partnering with the NIST MEPs are encouraged to continue this valuable assistance to small business manufacturers. SBDCs without a working partnership with the NIST MEPs may wish to pursue one. The nature of any participation with MEPs must be reported in the Semi-Annual and Annual Reports to SBA in Section 0500

10.2.10. Military Base Closings and Reductions-in-Force

In those states where base closing or realignments have occurred or will occur, the SBDC must provide a full range of business development and technical assistance services in the affected areas. These services should be specifically designed to meet the particular small business needs that arise as these closings and realignments occur, including services specifically targeted toward existing and former military personnel.

10.2.11. Minority Business Development

SBDCs should work with their SBA District Offices to provide training and counseling to firms in all stages of participation in the 8(a) Program. Each SBDC must make all of its economic development and technical assistance services available to 8(a) firms in all stages, other minority business owners and prospective minority business owners. SBDCs are encouraged to make special efforts to assist SBA's 8(a) Business Development Program. These efforts include community-based seminars and workshops concerning the SBA's 8(a) Program application process.

SBDCs should inform their 8(a) clients that counseling assistance does not guarantee receipt of a contract.

10.2.12. Native American Assistance

Each SBDC must make its economic development and technical assistance services available to Native Americans. Local initiatives for Native Americans shall be supported when appropriate, and to the extent possible, by the appropriate SBDC where it is determined that this assistance is needed. Where appropriate, SBDCs shall provide support to initiatives of SBA's Office of Native American Affairs (ONAA).

10.2.13. Procurement Assistance

SBDCs are encouraged to provide services that provide basic information needed by small business concerns interested in procurement opportunities in the Government arena. These services should include, but not be limited to:

- Providing information on government buying methods;
- Identifying the role of SBA Area Directors for Government Contracting located in SBA field offices and Business Development Specialists;
- Educating small businesses about the Federal Government's move toward doing business by Electronic Data Interchange, marketing techniques and placement on agency bidders' lists;
- Assisting with the preparation of bids and proposals;
- Identifying subcontracting opportunities;
- Providing counseling and referral information concerning bidders' rights and obligations, appeal procedures, termination and default actions, and size criteria (business advice, not legal advice);
- Providing assistance on contractual, financial and contract administration issues including assistance to small and disadvantaged businesses;
- Identifying and facilitating access to computerized systems that identify Federal, state and local procurement opportunities;
- Assisting eligible small business firms to complete and submit HUBZone Program electronic application; and
- Working cooperatively with the Procurement Technical Assistance (PTAC) program.

10.2.14. Rural Development

SBDC Applicants must make a full range of business development and technical assistance services available to small businesses located in rural areas. These services will be designed to increase rural small business

participation in exporting, government procurement, tourism, access to credit, incubators, innovation and technology, and other small business programs.

10.2.15. SBDC State/Regional Director

The SBDC State/Regional Director must be a full-time (100%) senior manager who shall direct and monitor the program activities and financial affairs of the SBDC Network to deliver effective services to the small business community, ensure the SBDC's compliance with applicable laws, regulations, OMB circulars and Executive Orders, implement the Cooperative Agreement and serve as the principal contact point for all matters involving the SBDC Network. For these purposes, full-time is defined as 100 percent of time allocated between this grant and other grants that provide management and technical assistance to small businesses. These include technical assistance programs that the Lead Center may be conducting to fully utilize the resources of other federal, state, and local government, academic and private sector programs concerned with aiding small businesses in order to provide seamless but not duplicate business development assistance. These other activities must be in accordance with the description above and must not be outside of the scope of management and technical assistance to small businesses. Of that, at least 75 percent of the SBDC State/Regional Director's time must be dedicated to the functions of the SBA SBDC Cooperative Agreement. SBDC State/Regional Director may not receive additional compensation for managing these programs.

The SBDC State/Regional Director has the responsibility for negotiating the annual Cooperative Agreement with SBA, keeping in mind that national, state and local needs are to be addressed. Once an SBDC receives its approved budget and program funding from SBA, the SBDC State/Regional Director must have full authority to manage and implement the budget without restrictions from the host entity, including the management and oversight of all statutorily required areas of statewide/regional coverage.

10.2.16. Surety Bond Guarantee Assistance

SBDCs are encouraged to educate their counselors and small business contractors about the Surety Bond Guarantee (SBG) Program. This includes making available program information at counseling and training sessions and at business, professional and trade association meetings. SBDCs should develop an outreach program and actively promote the SBG program to special emphasis contractors. SBDCs should refer small business contractors to the SBG specialist in one of the two SBG Area Offices (Denver and Seattle) for detailed information about the Program. The Office of Surety Guarantees in SBA Headquarters will provide a power point presentation for this purpose. An SBDC should contact The Office of Surety Guarantees in SBA (202) 205-6540 for answers to questions and for more information. The SBA OSG website is located at: www.sba.gov/about-offices-content/1/2891.

Many contractors are able to leave the Program and obtain bonding on their own while others remain in the program for several years. One reason small contractors continue in the Program is that they lack management expertise and have ongoing cash flow problems. SBDCs are encouraged to work with the specialist in the appropriate Area Office to identify such contractors and give them the needed business management assistance. Among other areas, this may include business plan development, cash flow preparation and analysis, bid preparation, marketing and financial statement preparation and analysis.

10.2.17. Technical Assistance for Research and Innovation

The Lead Center must make technical assistance for research and innovation available, directly or through other relationships, to small businesses including, but not limited to: new product development; assisting inventors and high technology firms to research, develop and market their ideas and inventions; assisting non-technological firms to gain access to existing technologies; SBIR related assistance; and facilitating the transfer of technology and technical data from federal and university laboratories.

10.2.18. Training

Applicants must provide quality training designed to improve the skills and knowledge of existing and prospective small business owners/managers throughout the SBDC Network.

Training planned by SBDCs must be shared with the SBA Project Officer to avoid duplication with training efforts offered by other local organizations and SBA. In addition, all training materials developed in an electronic format shall be made available to the SBA Project Officer and the SBDC Clearinghouse.

SBDCs may charge reasonable fees to cover program costs associated with this training. These fees are considered program income and shall be used to expand services and further SBDC program objectives.

10.2.18.1. SBDC Co-hosted Training

SBDCs are encouraged to enter into co-hosted training arrangements with the private sector and other organizations to extend outreach and productivity. (Cooperation between members of the SBDC Network ((i.e., Lead Center with Service Centers or other organizations funded through the Cooperative Agreement with SBA) is not considered a co-hosting).

In order for an SBDC to receive credit for a co-hosted training event, it must actively participate (i.e., provide speakers, materials, publicity) with the organization assuming primary responsibility for financing the training session. Final responsibility for the quality of the training rests with the SBDC. For all co-hosted training among ED resource partners where there will be a distribution of receipts in whole or in part to the co-host, the training file for the activity must clearly document the role and responsibility of the SBDC and each participant receiving a share of the receipts. The training file must also document how the receipts were distributed.

Each ED resource partner participating in a co-hosted training event is allowed to claim the total number of participants that attends a training event. Each ED resource partner must contribute substantive value to the co-hosted event in order to claim each participant attending the training event. The substantive value provided by the ED resource partner must be documented in the training file.

SBDCs are reminded that income received by the SBDC Network for all co-hosted programs is considered program income and cannot be used for match funding; it must be used to further support the SBDC program. Note that SBDC programs involving the SBA District Office and one or more third party organizations as co-hosts (such as lenders or chambers of commerce) are subject to the Agency's co-sponsorship requirements and may require a different treatment of program income receipts.

10.2.19. Veteran and Service-Connected Disabled Veteran Business Ownership

SBDCs must support the entrepreneurship track of the Department of Defense's Transition Assistance Program (TAP) known as Boots to Business (B2B). The B2B program is offered to service members and their spouses at military installations worldwide as a two-day Introduction to Entrepreneurship. The SBDCs are integral to the B2B program, which uses a multi-phase approach to introduce transitioning service members to the fundamentals of small business ownership and highlights follow-on training and counseling opportunities with a focus on the eight-week online Foundations of Entrepreneurship course offered by Institute for Veterans and Military Families (IVMF) at Syracuse University. SBDCs may provide B2B instructors, preferably veterans or those with knowledge of military culture, and assist with program marketing and outreach activities. Selection of instructors and the delivery of B2B will be coordinated by SBA District Offices and their designated Veterans Business Development Officer. As an extension of B2B, SBA also offers Boots to Business: Reboot. This Program offers the same tailored curriculum to veterans of all eras and their families and is also delivered collaboratively by all SBA partners.

Each SBDC must make available all of its economic development and technical assistance services to veterans, including service-connected disabled Veterans and their immediate families as well as Reservists and National Guard members called to active duty as appropriate. Both national and local initiatives for Veterans shall be supported by the appropriate SBDC as needed. If not actively involved with the B2B initiative, each SBDC Network will establish a minimum of one Veteran Entrepreneurial Training (VET) Program for veterans, service-connected disabled veterans, Reservists and National Guard members as well as active-duty military personnel who are pending discharge. The Program may include feasibility and marketing studies, preparation of business plans and loan packages including Patriot Express and formation of support groups to provide follow-up and encouragement to participants.

SBDCs should contact their state National Guard Adjutant General and all units of the Military Reserves to identify Reservists and National Guard members who are operators of small businesses; are otherwise self-employed or are essential employees in small businesses and who have been or may be mobilized pursuant to Title 10 USC for active duty. SBDCs should provide business counseling and training as needed to minimize business interruption and/or adverse financial and operational problems. Such counseling could include, but is not limited to, the offering advice on the best feasible means of winding up business operations and the utilization of Federal and state laws (including the Soldiers and Sailors Civil Relief Act) enacted to protect small business persons who are subject to mobilization to active duty. Additionally, business assistance for self-employed Reserve and National Guard members following their release from active duty will be critical to mitigate expenses, secure legal assistance, engage in significant marketing efforts and otherwise minimize the negative effects of the member's mobilization on their small business or practice.

Each SBDC should also encourage development of a Veterans' business network and work with strategic partners to develop a local summit for Veteran business owners and service-connected disabled veterans business owners as well as Reservists and National Guard members who are subject to be called to active duty. Each SBDC will contact its local Veterans Administration (VA) regional office and engage VA Vocational Rehabilitation Counselors with clients.

SBDCs should highlight Veteran's needs at small business seminars, conferences and outreach Funding Opportunities. SBDCs should develop close working relationships with their respective State Department of Veterans Affairs to explore collaborative outreach and referrals.

Pursuant to the Military Reservist and Veteran Small Business Reauthorization and Opportunity Act of 2010, SBDCs shall, as part of the SBA's Outreach and Technical Assistance Program, market and provide technical assistance for SBA's Military Reservist Economic Injury Disaster Loan program including website linkages to assistance programs offered by SBA, the Department of Veterans Affairs and the Department of Defense.

10.2.20. Women's Business Services

Each SBDC will make available all of its economic development and technical assistance services to women business owners and prospective women business owners. SBDCs will also provide referrals to the Women's Business Centers (WBCs) for women business owners when appropriate.

10.2.21. Yellow Ribbon Reintegration Program

Pursuant to [Public Law 110-181](#), passed January 28, 2008 – The Secretary of Defense initiated the Yellow Ribbon Reintegration Program which provides information, services, referral and proactive outreach programs to National Guard and Reserve members and their families with sufficient information, services, referral and proactive outreach opportunities through the four phases of the deployment cycle:

1. Pre-Deployment;
2. Deployment;
3. Demobilization; and
4. Post-Deployment-Reconstitution.

The goal of the Yellow Ribbon Reintegration Program is to prepare soldiers and families for mobilization, sustain Families during mobilization, and reintegrate soldiers with their families, communities and employers upon redeployment or REFRAD.

Relevant portions of the “Act” are:

(h) Outreach Services- As part of the Yellow Ribbon Reintegration Program, the Office for Reintegration Programs may develop programs of outreach to members of the Armed Forces and their family members to educate such members and their family members about the assistance and services available to them under the Yellow Ribbon Reintegration Program. More information is available at http://www.benefits.va.gov/gibill/yellow_ribbon.asp.

10.3. Advance Understandings

10.3.1. Hours of Operation

The Lead Center and Service Centers services shall be accessible to the public during normal business hours throughout the year except as granted by prior approval. In addition, provision should be made to provide evening and weekend assistance, both online and in Service Centers, as appropriate to meet local community demands and needs. Anticipated closings shall be included in any annual renewal application. Emergency closures shall be reported to the SBA Project Officer and SBA Program Manager as soon as possible.

10.3.2. Travel

The travel charged to the Cooperative Agreement must be in accordance with provisions of the grant and utilized in conformance with [13 C.F.R. Part 130.460\(g\)](#), and must be used under the same formula for travel reimbursement as provided by the host institution. Award funds are not available for the payment of per diem, lodging, meals or other subsistence expenses associated with local travel. However, award funds may be used to pay transportation expenses for local travel.

SBDCs are authorized to include a certain amount of funds in the proposal for “unanticipated” travel. Unanticipated travel is defined as “travel which is necessary to further SBDC objectives, but for which a complete description and/or justification could not be provided in the proposal.” SBDCs are required to report on the out-of-state or international travel completed after the fact in the Semi-annual or Annual Report.

Travel funds are authorized for the SBDC State/Regional Director and/or his/her designee to attend two America’s SBDC (ASBDC) meetings per year. Travel funds may also be authorized for additional SBDC staff to attend meetings designed for professional development purposes. Further, one trip per year, as approved by the AA/SBDC, is authorized to allow the SBDC State/Regional Director and/or his/her designee to meet with national SBA officials to discuss local program initiatives.

10.3.3. Small Business Week

SBDCs are encouraged to promote, support, plan, implement and participate in Small Business Week activities in cooperation and coordination with local and national SBA officials. SBDC State/Regional Directors and other SBDC personnel, with their strong links to prominent entrepreneurs and small business advocates in their communities, should nominate individuals for Small Business Week awards. SBDCs are encouraged to submit nominees for the SBDC National Awards.

10.3.4. Legal Services Restrictions

No costs associated (either directly or indirectly) with civil, criminal or administrative litigation are allowable under an award made pursuant to this Funding Opportunity. Project funds may be used to pay the cost of

non-litigation legal counseling services either to the recipient of this Award or project beneficiaries. However, all parties receiving such services must agree in writing or by email to waive any claims of privilege over such services with regard to SBA to the extent necessary for the Agency to perform its monitoring and oversight function.

SBDCs may offer training courses on business law issues, provided that legal topics are presented by individuals qualified by training and experience to address such topics. In furtherance of their educational mission, SBDCs may negotiate arrangements with law schools to offer clients access to supervised student legal clinics that are approved by the state attorney licensing entity. The SBDC must make appropriate disclosures and disclaimers to that effect.

10.3.5. Conflict of Interest Policy

Each SBDC Network must have a written conflict of interest policy which is signed annually by all employees, consultants, instructors and volunteers of the SBDC Network. The policy must include enforceable elements safeguarding the SBDC Program from actual or apparent conflicts in accordance with 2 C.F.R. § 2701.112.

10.3.6. Disaster Operations Plan

Each Lead Center and its Service Centers must have in place disaster plans which are coordinated with the Host Institution to ensure delivery of services to small businesses in its area of operations. Such plans must be kept on file and available for review by SBA officials. Plans should be reviewed annually by the Lead and/or Service Center Directors and updated as needed. SBDCs individually, and in cooperation with SBA and other Federal Agencies as well as state and local entities are encouraged to provide disaster recovery assistance to support impacted small businesses in local economies.

10.4. Checklist of Required Submissions

Upload as ATTACHMENT 1 – **LIST OF ATTACHMENTS**

SBA Attachment Form

Upload the following attachments using correct attachment numbers and names.

Obtain template from OSBDC webpage

Upload as ATTACHMENT 2 – **TECHNICAL PROPOSAL**

Technical Proposal, including program narrative, organization chart, Network listing, resumes for new Key Personnel, and other required information; Key personnel includes anyone in a management position (e.g., a director or supervisor) or any individual whose job is "vital" to the performance of the project (e.g., a TA provider). Names and position titles are required for all employees being paid from grant funds, regardless of whether those employees are considered key personnel.

Program Narrative. Include the following:

- ✓ Organizational Chart
- ✓ Program Management Strategy
- ✓ Program Objectives – including outcomes planned for each of the reporting categories in Section 6.3

- ✓ Online Services overview
- ✓ Scheduled SBDC closures
- ✓ Partner Location Information contact info
- ✓ Advisory Board information
- ✓ Conflict of Interest Policy
- ✓ SBDC Planned Training
- ✓ Resumes for new **Key** Personnel
- ✓ Program Income plan
- ✓ List of Other funded activity
- ✓ SBDC Network Listing
 - ✓ List of Contractors/Consultants
 - ✓ Copies of Contractual/Consultant Agreements (Over \$10,001 up to \$250,000)
 - ✓ CFO Certification - Name this document CFO Cert.
 - ✓ IRS Tax-Exempt Letter
Certification statement from a staff person or outside entity with financial expertise that the organization has an internal financial management system that meets the standards prescribed in 2 C.F.R. 200.302. This is the language to use for the CFO Certification.
 - ✓ Copy of Most Recent Audit (No older than one year from the current date) Report or link to website where the audit report can be located. Name this document: Audit. The preferred format is the link on your organization's website with the appropriate password.
 - ✓ NOTE: Include the actual technical proposal as an attachment only if the Agency or Program Office request and identify changes to be made to this document.
 - ✓ ACH Vendor Form SF-3881 if applicable. <http://www.sba.gov/content/standard-form-3881-ach-vendormiscellaneous-paymentenrollment-form>

Follow guidance on content and preferred presentation in this Notice of Funding Opportunity.

- Identify which locations are Service Centers, specialty centers (including ITCs) and satellite locations.
- Include Center name, host institution, address, phone, website, and key contact. List Partner Location Information code if applicable.
- Verify that data matches Partner Location Information codes.

Upload as ATTACHMENT 3 – **PLANNED MILESTONES WORKSHEET**

- Planned Milestones Worksheet
- Complete information on match funding sources in Section Five.

- List SBA provided goals for Network and established for each Network Service Center.

Obtain template from OSBDC webpage at: SBDC Forms and Worksheets

Upload as ATTACHMENT 4 – **COST PROPOSAL**

Cost-Price Analysis and Budget Justifications Worksheet

- Submit for Lead and each Network Service Center.
- Sum of Direct and Indirect Cost on Budget Justification forms must match Network total on SF-424 and SF-424A.

Obtain template from OSBDC webpage at: SBDC Forms and Worksheets.

Upload as ATTACHMENT 5 – **INDIRECT COST RATE AGREEMENTS**

Indirect Cost Rate Agreements

Submit for Lead and Network Service Centers claiming indirect costs.

Provided by the cognizant Federal Agency.

An SBA ICR Agreement may be requested from the SBDC Project Officer at the District Office.

Upload as ATTACHMENT 6 – **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –**

SBA Form 1623

Upload as ATTACHMENT 7: **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Attach your Certification Regarding Drug-Free Workplace Requirements

ATTACHMENT 8: **SCHEDULE OF INDIRECT COSTS WORKSHEET**

SBA Form

ATTACHMENT 9: **CERTIFICATION OF CASH MATCH AND PROGRAM INCOME**

Certification of Cash Match and Program Income Certification Form

- Include a list of sources for cash match by source and amount, and
- SBDC Network Certification of Cash Match and Program Income (only one document required). Maintain individual certifications (if any) at Lead Center location.

Obtain template from OSBDC webpage at: SBDC Forms and Worksheets.

Upload as ATTACHMENT 10 – **COST SHARING PROPOSAL (SBA FORM 1224)**

Cost Sharing Proposal (SBA Form 1224)

Obtain template from OSBDC webpage at: SBDC Forms and Worksheets.

Upload as ATTACHMENT 11 – **LETTER OF SUPPORT FROM SBA DISTRICT OFFICE**

- Letter of Support from SBA District Office

Request from District Office

Upload as ATTACHMENT 12 – **ADDITIONAL INFORMATION** or other documentation the Applicant believes is necessary to support its Proposal.

- Additional information or other documentation the Applicant believes is necessary to support its Proposal.



Program Renewal
Major Objectives and Planned Milestone Accomplishments
Period Covered: January – December 2024
Category Definitions

CATEGORY	SIGNIFICANT ACTIVITIES ACCOMPLISHED
<p align="center">0100 - CAPITAL FORMATION</p>	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> • Develop or assist in developing capital for small businesses (e.g., loans, microloans, grants, Community Express); and • Developing close linkages with SBICs, venture capital firms, Certified Development Companies (CDCs) and state and local finance programs
<p align="center">0200 - INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE</p>	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> • Identifying innovation and technology developed by the Federal Government and/or academic organizations having commercial or practical potential and alerting industry and state and local governments to its availability; • Transferring expertise and equipment available from the Federal Government to the private sector; • Transferring innovation and technology from business to business, SBIR activities, etc. Note in particular, any collaboration with the National Institute of Standards and Technology (NIST), and with the Environmental Protection Agency (EPA) for multi-media pollution prevention, Clean Air Act and other environmental assistance activities; and • Providing information and education on the use of technology in everyday business activities or processes.
<p align="center">0300 - INTERNATIONAL TRADE</p>	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> • Current # of SBDC staff FTE Counselors that have attained certification for export assistance at intermediate or advanced level (CGBP). Include employee name, level and date of certification; • Promoting increased exports by small businesses such as: supporting US Export Assistance Centers (USEACs); evaluating small business firms' export capabilities; assisting with a client's export related financing needs, providing counseling, training and outreach assistance including co-partnership events; providing rural export assistance; partnering with public and private sector organizations involved in export development; data base development; match services and market research; rural exporting and participating in World Trade Week; • Data reported for the following categories (from Form 641/EDMIS): <ul style="list-style-type: none"> -# of small businesses receiving export assistance from the SBDC; -# of small businesses that started to export (New to Export) after receiving SBDC assistance and to what markets; -# of small business exporters that entered new foreign markets (New to Market) as a result. <p>result of SBDC assistance;</p>

	<p>-Increase in export revenues attributed to SBDC assistance; -Jobs created or retained as a result of exporting assistance; and -# of small businesses referred to Departments Of Commerce, Agriculture, State, Ex-Im Bank, OPIC, USDA for trade assistance.</p> <ul style="list-style-type: none"> • Indicate if SBDC has service centers that are co-located with USEAC and/or state or local trade agencies or program offices.
0400 - PROCUREMENT	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> •Fostering opportunities for increasing small businesses' share of procurement dollars spent by the government and private sector through conferences, computer matching services such as SBA's "Business Matchmaking," assistance to Certificate of Competency businesses and prime contractor outreach; and •Indicate if SBDC manages a Federal PTAC or has Service Centers that are collocated with a PTAC and/or similar state or local program.
0500 - MANUFACTURING	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> • Assistance to manufacturing companies or their employees, including displaced manufacturing workers. Can include efforts and support to troubled companies, companies challenged by foreign competition, NAFTA and foreign labor alternatives. This may also include cooperation efforts with other local organizations or government units concerned with manufacturing issues such as the National Institute of Standards and Technology's (NIST) MEP Program; and • Indicate if SBDC manages an MEP or has Service Centers that are co-located with MEP centers.
0600 - SPECIAL EMPHASIS GROUPS	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> • Assistance to: people with disabilities; Native Americans; young entrepreneurs; older adults, targeted associations; industry groups and other groups identified by SBA and/or the SBDC. (Note: Report minority, veteran and service connected-disabled veteran and women's efforts separately under Minority Small Business Development, Veteran and Service Connected-Disabled Veteran Owned Business and Women Owned Businesses.)
0700 - MINORITY SMALL BUSINESS DEVELOPMENT, including 8(a) Assistance	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> • Helping minorities participate in the free enterprise system such as: working on Asian American initiatives; Black or African-American initiatives; Hispanic American initiatives; Native American initiatives; Native Hawaiian or Pacific Islanders initiatives; assisting 8(a) clients in the developmental stage and other stages; and, linking minority clients with other assistance opportunities and conferences.
0800 - WOMEN-OWNED BUSINESSES	<p>Describe briefly collaboration the Women's Business Centers (WBCs) and any seminars or specialized counseling approaches or other activities aimed at women entrepreneurs.</p>
0900 - VETERANS, RESERVISTS, SERVICE-DISABLED VETERAN-OWNED BUSINESSES AND ALL OTHER MEMBERS OF THE U.S. MILITARY	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> • Assistance targeted toward veteran and service connected-disabled veteran owned businesses, as well as Reservists and National Guard members called to active duty, such as: Veteran Entrepreneurial Training Programs; coordination with Veteran Business Outreach Centers (VBOC); providing Veteran Entrepreneurial Training Programs, include marketing the availability of the EBV, V-WISE and Operation Endure and Grow programs managed by the SBA Office of Veterans Business Development; summits for veteran business owners; activities in conjunction with the Department of Veterans Affairs Vocational Rehabilitation and Employment Services; Employer Support of the Guard and Reserve (E.S.G.R.) and National Guard State Adjutants; DELTA

	<p>Program; marketing and assistance for the Military Reservist Economic Injury Disaster Loan program; Patriot Express program; base closings and RIF counseling; and, DoD or DOL Transition Assistance Program (TAP) seminars and DoD Yellow Ribbon Reintegration Program events; and</p> <ul style="list-style-type: none"> • Identify any SBDC Service Centers that are co-located with VBOC or other armed services/veteran assistance programs.
1000 – RURAL ASSISTANCE	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> • Marketing, technical assistance and service delivery strategies that will enable rural businesses to better compete in the domestic market, including information and assistance in obtaining financing for business startups and expansion in rural areas; • Assistance to increase participation of rural businesses in exporting, government procurement, tourism, access to credit, incubators, innovation and technology and other small business programs, in cooperation with the U.S. Departments of Commerce (DOC), Agriculture (USDA) and other relevant Federal agencies; and • Identify any SBDC Service Centers that are co-located with USDA assistance centers or other state/local rural assistance program centers.
1100 - ECONOMIC DEVELOPMENT, FAITH BASED and COMMUNITY INITIATIVES	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> • Activities that are not specific to an individual client, do not fit in other categories, and are aimed at supporting/strengthening the economic environment in the SBDC's territory; • Areas reported on may include Agribusiness, Rural Development, Community Development, corporate downsizing or plant closing assistance, Convention/Tourism and Incubators; and • Activities aimed toward assisting small business and community economic development organizations such as providing counseling, training and outreach to community organizations, churches or other such entities with a significant focus on supporting the needs of small businesses.
1200 - RESEARCH	<p><i>Demonstrate delivery of the following:</i> Research efforts aimed toward assisting small business and economic development such as database development and needs analysis.</p>
1300 - ON-LINE ACTIVITY	<p><i>Demonstrate delivery of the following:</i> Activities and accomplishments which demonstrate use of web-based technology to enhance direct client service delivery such as: the use of online counseling (email and real-time) and training; online expert systems or diagnostic tools to identify needed services; audio or video streaming; electronic registrations and scheduling; webinars; and other targeted uses of the internet to facilitate delivering information to clients more cost effectively.</p>
1400 - OTHER ACTIVITY	<p>Provide information regarding any efforts that do not fit in the categories above. Describe and provide information about any SBDC “best practices” to be used by SBA and archived in the Clearinghouse. This also may include dissemination of basic business information as well as any specific information requested by the SBA Project Officer and mutually agreed upon with the SBDC State/Regional Program Director.</p>
1500 – SUCCESS STORIES	<p>Report at least three examples of assistance provided in which tangible results occurred. Include a description of the business, the problems encountered, the assistance provided, the resources used and the actual or expected results including economic impact. A signed statement from the success story client(s) of his/her consent for use of the success story by SBA must be kept on file. (SBA can provide a sample form if one is not available locally.)</p>

<p>1600 - ADVOCACY</p>	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> • Support for small business interests within the SBDC's jurisdiction to improve the climate for small business and contribute to the vitality of the small business sector; and • Include, as appropriate: public speeches, testimonies before state and/or Federal legislatures and small business week activities.
<p>1700 – RESOURCE DEVELOPMENT</p>	<p><i>Demonstrate delivery of the following:</i></p> <ul style="list-style-type: none"> • Collaborating with funding or other partners to assist the SBDC in its mission through recruiting, developing and overseeing private and public resource organizations/individuals for the purpose of providing business development counseling, training and outreach efforts; and • Any increase in match funding or other new program resources achieved during the reporting period
<p>1800 – COLLABORATION AND LEVERAGING</p>	<p>Address key partnerships and collaborations throughout the Network and the type of interaction or relationship enjoyed. Include participation in Federal interagency collaboration efforts such as E3 or broadband efforts.</p> <ul style="list-style-type: none"> • Indicate collaboration with SBA’s special initiatives such as Emerging Leaders, Encore Entrepreneurs, and other Office of Entrepreneurial Development programs; and • Identify any SBDC centers that are co-located with other SBA resource partners such as WBC and SCORE.
<p>1900 – UNPLANNED TRAVEL</p>	<p>Provide a description of any unanticipated or unbudgeted out-of-state travel for Lead and Service Centers not disclosed in the Cooperative Agreement. Note that prior approval is required for out of state and foreign travel that exceeds or was not included in approval budget.</p>
<p>2000 – KEY PERSONNEL CHANGES</p>	<p>Provide description of new key personnel not included in the proposal, including name, position, date of hire and resume. Also indicate any key personnel vacancies and anticipated fill date. If PIMS designee has changed since the proposal was submitted, report that change here and provide name, contact information including email address and effective date of change.</p>
<p>2100 - PROBLEMS</p>	<p>Provide a description of any and all problems that have significant impact on the program or program objectives.</p>

Program Renewal
Major Objectives and Planned Milestone Accomplishments
Period Covered: January – December 2023

Center Name:	
Host Institution:	
Director Name:	
Phone:	
Email:	

I. Please list out your key personnel, including their names and titles.

<p>II. Please provide a brief summary of major program objectives and ongoing programs for the areas listed below, <u>where applicable</u>. Do not feel compelled to fill in a section if you are not anticipating pursuing a new objective or continuing an ongoing program in that area.</p> <p>Example: Veterans – OC SBDC is developing a new partnership with the non-profit firm U.S. Vets to provide customized training to veterans taking up residence in Greater Irvine. Initial conversations revolve around developing a startup business workshop series specifically for veterans, with a particular focus upon retail and restaurant start-ups. The program will be in partnership with the City of Irvine, Orange County Hispanic Chamber of Commerce and the Irvine Chamber of Commerce. The workshop series is anticipated to begin in the 2nd quarter of 2023 and the program goals include 100 veterans trained and 15 new business starts for 2023.</p> <p>For a listing of all category definitions, please visit the 2023 SBDC Program Announcement.</p>
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CATEGORY	SIGNIFICANT ACTIVITIES ACCOMPLISHED
0100 - CAPITAL FORMATION	
0200 - INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE	
0300 - INTERNATIONAL TRADE	

0400 - PROCUREMENT	
0500 - MANUFACTURING	
0600 - SPECIAL EMPHASIS GROUPS	
0700 - MINORITY SMALL BUSINESS DEVELOPMENT, including 8(a) Assistance	
0800 - WOMEN-OWNED BUSINESSES	
0900 - VETERANS, RESERVISTS, SERVICE-DISABLED VETERAN-OWNED BUSINESSES AND ALL OTHER MEMBERS OF THE U.S. MILITARY	
1000 – RURAL ASSISTANCE	
1100 - ECONOMIC DEVELOPMENT, FAITH BASED and COMMUNITY INITIATIVES	
1200 - RESEARCH	
1300 - ON-LINE ACTIVITY	
1400 - OTHER ACTIVITY	

<p>1500 – SUCCESS STORIES (Only needed for annual and semi-annual reporting)</p>	
<p>1600 - ADVOCACY</p>	
<p>1700 – RESOURCE DEVELOPMENT</p>	
<p>1800 – COLLABORATION AND LEVERAGING</p>	
<p>1900 – UNPLANNED TRAVEL</p>	
<p>2000 – KEY PERSONNEL CHANGES</p>	
<p>2100 – PROBLEMS (Only needed for annual and semi-annual reporting)</p>	

<p>III. In bullet form, please list out your major program objectives for 2023.</p>
<p></p>

<p>IV. Please list out anticipated special projects and their specific costs for 2023. Feel free to add rows as needed.</p>		
Name of Special Project	Description	Cost

V. Please list out planned research projects and their specific costs for 2023. Feel free to add rows as needed.			
Research Project Name	Duration of Project	Project Cost	Description/Benefit to the Small Business Community

VI. Please list out any publications, both electronic and print, that your center is planning to develop.		
Name of Publication	Purpose	Distribution – please provide details on size and makeup of distribution group

BUDGET JUSTIFICATION - Year 2024
(ESTIMATED COSTS)

Name of SBDC Center: _____

DESCRIPTION	SBA	CASH MATCH	IN-KIND	INDIRECT	TOTAL
A. PERSONNEL <i>(Please complete page 3, Personnel List)</i>					
Key personnel costs	0.00	0.00	0.00		0.00
Professional staff	0.00	0.00	0.00		0.00
Clerical staff	0.00	0.00	0.00		0.00
Total Salaries and Wages	0.00	0.00	0.00		0.00
B. FRINGE BENEFITS					
Full-time staff ____rate	0.00	0.00	0.00		0.00
Part-time staff ____rate	0.00	0.00	0.00		0.00
Total Fringe Benefits	0.00	0.00	0.00		0.00
C. TRAVEL					
In-state: ____ miles @ <u>\$0.54</u> /mi. (current IRS rate)	0.00	0.00	0.00		0.00
Other In-State -- travel to state meetings	0.00	0.00	0.00		0.00
Out of state / ASBDC:	0.00	0.00	0.00		0.00
Unplanned Out-of-Region Travel	0.00	0.00	0.00		0.00
Total Travel	0.00	0.00	0.00		0.00
D. EQUIPMENT					
Equipment (value >\$5,000/unit)	0.00	0.00	0.00		0.00
Total Equipment	0.00	0.00	0.00		0.00
E. SUPPLIES					
Office Supplies	0.00	0.00	0.00		0.00
Food and Food Service Expenses	0.00	0.00	0.00		0.00
Total Supplies	0.00	0.00	0.00		0.00

	SBA	CASH MATCH	IN-KIND	INDIRECT	TOTAL
F. CONTRACTUAL	0.00	0.00	0.00		0.00
Total Contractual	0.00	0.00	0.00		0.00
G. CONSULTANTS	0.00	0.00	0.00		0.00
Total Consultants	0.00	0.00	0.00		0.00
H. OTHER					
Accounting	0.00	0.00	0.00		0.00
Community Outreach	0.00	0.00	0.00		0.00
Conference Fees/ASBDC Dues	0.00	0.00	0.00		0.00
Communications	0.00	0.00	0.00		0.00
Copying	0.00	0.00	0.00		0.00
Data Processing	0.00	0.00	0.00		0.00
Events	0.00	0.00	0.00		0.00
Facilities (Not from host)	0.00	0.00	0.00		0.00
Insurance	0.00	0.00	0.00		0.00
Internet Media	0.00	0.00	0.00		0.00
Library Purchases	0.00	0.00	0.00		0.00
Marketing	0.00	0.00	0.00		0.00
Minor Equipment	0.00	0.00	0.00		0.00
Office Equipment Repair & Maintenance	0.00	0.00	0.00		0.00
Office Equipment Lease and Copy Usage	0.00	0.00	0.00		0.00
Postage	0.00	0.00	0.00		0.00
Printing	0.00	0.00	0.00		0.00
Professional Development	0.00	0.00	0.00		0.00
Publications	0.00	0.00	0.00		0.00
Software License	0.00	0.00	0.00		0.00
Donated Books	0.00	0.00	0.00		0.00
Total Other	0.00	0.00	0.00		0.00
I. TOTAL DIRECT COST	0.00	0.00	0.00		0.00
J. INDIRECT COSTS					
_____ % rate	0.00			0	0.00
_____ % waived indirect rate (based on federal approved rate)					
TOTAL BUDGET	0.00	0.00	0.00	0	0

NOTE: All categories must be supported using this budget justification format. If additional space is required, for a narrative description, attach a separate sheet. A budget justification must be completed for the Lead Center and Service Centers. Totals must agree with the 424 and 424A.

BUDGET JUSTIFICATION
PERSONNEL

NAME AND POSITION TITLE	FEDERAL SHARE	MATCH	TOTAL ANNUAL SALARY	NO. MOS.	% TIME on SBDC PROGRAM	TOTAL AMOUNT REQUIRED FOR SBDC PROGRAM
	(1)	(2)	(3)	(4)	(5)	(6)
	0	0	0	12	100%	0
	0	0	0	12	100%	0
	0	0	0	12	100%	0
	0.00	0.00	0	12	100%	0
	0	0	0	12	100%	0
	0	0	0	12	100%	0
	0.00	0.00	0.00	12	100%	0
TOTAL COST	0.00	0.00	0.00			0.00

NOTE: List name and position title. Please complete the information in Columns 1 - 6.
Indicate Lead and Service Centers personnel. Total cost should agree with the 424A.

Provide a separate Budget Justification for the Lead and each service center. If the SBA Budget Justification Form is not used, an individual SF 424A must be provided for the Lead Center and each service center; and the accompanying budget narrative must include the comprehensive detail found in SBA's Budget Justification instructions, below:

A. PERSONNEL:

Please complete page 3, Personnel List in the Budget Justification. List names and titles of all personnel charged to federal and non-federal funds (direct costs). For each position, show federal, match, annual salary, number of months, level of effort in percentage, and total amount budgeted to the position. If position is vacant, show position titles only. Insert total Personnel costs in Line A of Budget Justification. In the SF 424A, please fill in Row 6a.

B. FRINGE BENEFITS:

Budget Justification: Attach a copy of the fringe rate schedule or rate agreement. If none, please list fringe benefits. If the fringe benefits rates differ, indicate the highest rate applicable for the Lead Center and each service center.
In the SF 424A, show this cost category in Row 6b.

C. TRAVEL:

Budget Justification: Provide purpose for in-state and out-of-state travel. For SBDCs serving states, regions within a state, or insular areas, travel outside the SBDC's designated service area is considered "out of state." For local travel not requiring prior approval, provide the total anticipated mileage and mileage rate. For travel requiring prior approval, itemize destinations, mode of transportation, airfare or other transportation rates, number of trips, number of travelers, per diem. Include travel to ASBDC conferences, Lead Center Director travel to SBA meetings, and personnel travel for professional development purposes. For travel requiring prior approval, refer to the Program Announcement, Section VIII, B3, Advance Understandings, Travel.
In the SF 424A, travel cost should be shown in Row 6c.

D. EQUIPMENT:

Budget Justification: List the equipment item, quantity and cost (\$5,000 or greater). Items costing less than \$5,000 are considered intangibles/expendable by SBA and should be listed under "Supplies." For centers following their host institution's procurement policies, indicate the appropriate amount in Line D.
In the SF 424A, Equipment costs belong in Row 6d.

E. SUPPLIES:

Budget Justification: List the types of supply items such as general office, operational, computers and computer supplies.
SF 424A: Insert the total in Row 6e.

F. CONTRACTUAL:

For the Budget Justification, describe the type of services, square footage for space, or number of hours and hourly rate for contract services. Show this contractual cost item on Line F. DO NOT PUT INDIRECT COSTS IN THIS COST CATEGORY. THE LEAD CENTER SHOULD NOT PUT CONTRACTED SERVICE CENTERS IN THIS CATEGORY (Refer to the Program Announcement, Section IV, E1, Treatment of Service Center Costs).
SF 424A: Insert the total in Row 6f.

G. CONSULTANTS:

Budget Justification: Specify purpose and indicate the number of hours, and rate of pay.
SF 424A: The SF 424A may be labeled "Construction" instead of "Consultants" in Row 6g. Please re-label and insert total for consultants in Row 6g.

H. OTHER:

Budget Justification: List items included in this category. This category may include, but is not limited to: postage, printing, software, copying, publications, subscriptions, periodicals, dues, telephones, and conference fees.
SF 424A: Insert total in Row 6h.

J. INDIRECT COSTS:

In the Budget Justification, show indirect costs charged to federal funds on Line J under the First Column: "SBA."
Ensure that these costs account for 20% or less of total SBA funds.
Show indirect costs on Line J under the Fourth Column: "Indirect."
In the SF 424A, show indirect costs charged to federal funds in Row 6j, Column 1. Ensure this is the same as in the Budget Justification. Show waived indirect costs in Row 6j Column 4.
DO NOT SHOW INDIRECT COSTS ANYWHERE ELSE other than instructed in these two documents. Justification must explain how indirect cost rate is calculated using the approved Indirect Rate Agreement from your cognizant agency (Refer to the Program Announcement, Section IV, E1, Indirect Costs and Overhead).

PROGRAM INCOME:

In the SF 424A, DO NOT FILL IN Row 7, "Program Income." LEAVE BLANK.

PLEASE NOTE: The direct cost and indirect cost total on the Budget Justification must agree with the SF 424A.

**NARRATIVE LINE ITEM BUDGET JUSTIFICATION
FOR CY 2023**

Name of SBDC Center: _____

LINE ITEM	TOTAL	BUDGET EXPLANATION
<p>For each position of the SBDC, show Federal, Match, Annual Salary, Number of months, Level of Effort in Percentage, and Total Amount used as the basis to estimate personnel costs. For key personnel, list name and position title. For SBDC employees who are not key persons or personnel to be hired only position title is required.</p>		
A. PERSONNEL	FTE	
Key Personnel Costs	0.00	0 SBDC:
Professional Staff	0.00	0 SBDC:
Clerical Staff	0.0	0 SBDC:
Total Personnel	0	
<p>Show fringe rates for full-time and part-time staff. Do not include fringe cost in the total amount required for personnel.</p>		
B. FRINGE BENEFITS		
Benefits of Full-Time and Part-Time Personnel	0	0 SBDC:
Total Fringe Benefits	0	
<p>Provide purpose for in state and out of state travel. For local travel not requiring preauthorization provide total anticipated mileage and mileage rate. For travel requiring preauthorization, itemize destinations, mode of transportation, airfare or other transportation rates, number of trips, and number of travelers. .Prior approval of the SBA is required for foreign and unplanned out-of-state (not in approved budget) travel.</p>		
C. TRAVEL		
In-State Mileage	0	0 SBDC:
Other In-State	0	0 SBDC:
Out-of-State / ASBDC	0	0 SBDC:
Unplanned Out-of-Region	0	0 SBDC:
Total Travel	0	
<p>List items costing \$5,000 or more. The recipient organization must maintain an inventory including cost and detailed description of each item. Equipment inventory must be made available upon request of the SBA.</p>		
D. EQUIPMENT		
	0	0 SBDC:
Total Equipment	0	
<p>Show anticipated cost of supply items such as general office, operational, computer supplies, and other supply items costing less than \$5,000. The recipient organization must maintain an inventory of controlled supplies of higher dollar value or high potential for loss such as projectors, cell phones, furniture, etc., and it must be made available upon request of the SBA.</p>		
E. SUPPLIES		
General Office and Operational	0	0 SBDC:
Total Supplies	0	
<p>Should service center propose sub-contractual cost, please provide budget details, such as statement of work, number of hours and rate of pay.</p>		
F. CONTRACTUAL		
	0	0 SBDC:
Total Contractual	0	
<p>Specify the consultant's purpose and indicate the number of hours and rate of pay.</p>		
G. CONSULTANTS		
	0	0 SBDC:
Total Consultants	0	
<p>This category may include, but is not limited to computer software, copying, postage, printing, publications, subscriptions, dues; telephone, conference fees, and office space (indicate square footage).</p>		
H. OTHER		
Accounting	0	0 SBDC:
Community Outreach	0	0 SBDC:
Conference Fees/ASBDC Dues	0	0 SBDC:
Communications	0	0 SBDC:
Copying	0	0 SBDC:
Data Processing	0	0 SBDC:
Events	0	0 SBDC:
Facilities	0	0 SBDC:
Insurance	0	0 SBDC:
Internet Media	0	0 SBDC:
Library Purchases	0	0 SBDC:
Marketing	0	0 SBDC:
Minor Equipment	0	0 SBDC:
Office Equipment Repair & Maintenance	0	0 SBDC:
Office Equipment Lease and Copy Usage	0	0 SBDC:
Postage	0	0 SBDC:
Printing	0	0 SBDC:
Professional Development	0	0 SBDC:
Publications	0	0 SBDC:
Software	0	0 SBDC:
Donated: Books/Supplies	0	0 SBDC:
Total Other	0	
I. TOTAL DIRECT COSTS	0	
J. INDIRECT COSTS		
4% of Total Direct	0	
Waived Indirect (based on 28% federal approved rate)	0	
Total Indirect	0	
TOTAL BUDGET	0	

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

SUBCONTRACT NO. S-8213-CROED

THIS SUBCONTRACT NO. S-8213-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 CIP2023-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

Letrice Satterwhite
OSP Administrator
CSU Fullerton Auxiliary Service Corp.
1121 N. State College Blvd.
Fullerton, CA 92831-3014

APR 09 2024 321

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

Telephone: (657) 278-2935
Email: lsatterwhite@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 826 clients assisted and 4,130 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, 2023 through September 30, 2024, 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 SBAOEDSB230016. Thereafter, the matching funds shall be met through the core SBDC grant from SBA for 2024 funding.

6. **Delivery.** All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before September 30, 2024.
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: lsatterwhite@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, 2024. 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 14 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


Chuck Washington, Chair
Board of Supervisors

Charles D. Kissel
Executive Director

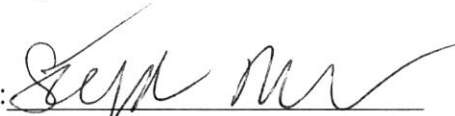
Dated: 4/09/2024

Dated: _____

ATTEST:
Kimberly A. Rector
Clerk of the Board

By:  _____
Deputy

APPROVED AS TO FORM:
Minh Tran
County Counsel

By:  _____
Stephanie K. Nelson
Deputy County Counsel

OCIE SBDC - 2024 Renewal Proposal

Center Name: SBDC Marketing Center – CROED

Budgets:

OCIE Network Contributed Budget:

SBA (CY 2024)	\$175,000
Go-Biz CIP (FY 23-24)	\$50,000
Go-Biz TAP (FY 23-24)	\$130,000
Center Contribution (a minimum of 50% of SBA funding required as cash match to the program)	\$87,500
Total Budget (Minimum)	\$442,500

Goals:

What are the Center's goals for 2024?

Each service center is expected to at minimum, complete their leading indicator metrics. Center outputs are derived from the following calculations: Number of consulting hours was derived from 70% of the total OCIE Network contributed budgets. Number of clients was calculated by dividing the number of consulting hours by five.

Leading Outputs:

Number of Clients Counseled	826
Number of Consulting Hours	4,130

Unique Clients Achieving a Metric:

The OCIE SBDC Network embraces the percentage of clients that reach a metric as the guiding pillar that defines both efficacy and the efficiency of the network. The percentage of clients who achieve a metric highlights the success that the network has with assisting every client in reaching their goals. Each center will have a goal for the number of unique clients that achieve a metric. This goal will be at a minimum 5% higher than the previous year's results for the respective center, until it surpasses the network's average.

Unique Clients Achieving a Metric	25%
--	------------

Outcomes (Network Goals):

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

Business Starts	500
Capital Infusion	\$250,000,000
Clients Served	10,000
Change in Sales	\$150,000,000
Jobs Created	5,000

Director Name _____

Director Signature _____

Date _____

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	\$ 50,000
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	\$ 50,000

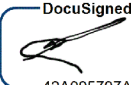
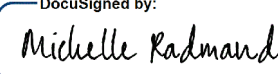
Budget Justification

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 # CIP2023-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, 2023 through SEPTEMBER 30, 2024
3. The maximum amount of this Agreement is:
 \$590,830.00 (five hundred ninety thousand eight hundred thirty 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) DocuSigned by:  X. <small>42A095797A104F8...</small>	DATE SIGNED October 9, 2023 15:35 PDT
PRINTED NAME AND TITLE OF PERSON SIGNING CHARLES D. KISSEL, EXECUTIVE DIRECTOR	
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) DocuSigned by:  X. <small>4B46E7EA5B72486...</small>	DATE SIGNED October 9, 2023 16:01 PDT
PRINTED NAME AND TITLE OF PERSON SIGNING MICHELLE RADMAND, DEPUTY 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 GRANT PROGRAM GRANT AGREEMENT

This Capital Infusion Program 2023/2024 Grant Agreement (hereinafter referred to as the "AGREEMENT") dated October 1, 2023 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 CIP2023-L04 ("Award");
- B. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as described in the 2023/24 Program Announcement to help small businesses and entrepreneurs navigate the financing landscape and successfully access the funding they need to operate and/or expand their businesses;
- 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**, AUTHORIZED REPRESENTATIVE is the designated point of contact authorized to communicate with CalOSBA on behalf of the RECIPIENT and is responsible for reporting and invoicing requirements as described in the AGREEMENT;
- E. **WHEREAS**, all parties acknowledge that this AGREEMENT and the Award are only available to SBDCs in the State of California;
- F. **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;
- G. **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 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, 2023 – September 30, 2024.
3. **Delivery.** All materials, services and/or deliverables required under this AGREEMENT must be completed and delivered to CalOSBA on or before September 30, 2024.
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 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 SBDC based on achievements against Program goals and 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 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 follow communication expectations set forth in this AGREEMENT.
 - g) Failure to spend funds in a timely manner, in accordance with the grant agreement.
 - h) Inability to receive SBA Matching Funds for any reason.
 - i) Termination of the Recipient's agreement with the Small Business Administration.
 - j) Closure or termination of the SBDC's operations for any reason.
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 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 Program Announcement.
- 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”). 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. 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 instructions by January 31, 2024.
- a. Reporting and Monitoring Requirements.** The Authorized Representative must electronically submit performance reports quarterly during the 2023/24 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 will be used to monitor activities for compliance with work progress to ensure grant activities are performed according to the quality, quantity, objectives, timeframes and manner specified within the agreement. Performance 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 integrity and the verification and validation of performance results are a CalOSBA priority and provide the validation of the quality and impact of the program. The RECIPIENT may be 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. RECIPIENT will respond to requests for reporting revisions and clarifications within one-week (seven (7) calendar days) of the request being sent from CalOSBA. If no revision or approved extension is received within that time, this could result in delayed payment by CalOSBA for the reporting period until requested revisions have been resolved.
- 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 2023/24 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. Invoice backup documentation that includes more than three contractor invoices and/or general ledger or payroll documents exceeding four (4) pages must be accompanied by an invoice summary spreadsheet using a template provided by CalOSBA. RECIPIENT will respond to requests for reporting

revisions and clarifications within one-week (seven (7) calendar days) of the request being sent from CalOSBA. If no revision or approved extension is received within that time, this could result in delayed payment by CalOSBA for the reporting period until requested revisions have been resolved.

- 13. Payment.** CalOSBA agrees to pay approved invoices within forty-five (45) calendar days upon receipt in the form of a physical warrant issued from the State Controller's Office. 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. RECIPIENT is responsible for notifying CalOSBA of any changes to the payment remittance address and changes must be submitted to CalOSBA at least five (5) business days in advance of reporting deadlines. Payment remittance address changes submitted after a reporting deadline will not be guaranteed to be updated prior to the release of the payment warrant from the State Controller's Office. The remaining balance of an award that does not receive an extension and does not submit an approved final invoice within thirty (30) days of the final reporting deadline, will be considered unclaimed and returned to the State fund.
- 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:

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.

- 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' 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.
- 17. 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.
- 18. 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.
- 19. Public Records.** RECIPIENT acknowledges that CalOSBA and GO-Biz are subject to the California Public Records Act (PRA) (Government Code sections 7920.000 – 7930.215.). 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 relative to this AGREEMENT for three (3) years after 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. The RECIPIENT, 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 RECIPIENT 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 goals of the program as described in the Program Announcement.
- 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, 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.
- 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. Integration.** 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. Recitals.** The parties acknowledge and agree that the recitals are true and accurate and are hereby incorporated by reference into this AGREEMENT. The language provided in the recitals shall take precedence over any conflicting language in the program announcement.
- 32. 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, Performance Metrics, and Budget
 - c. Exhibit C – 2023/24 Program Announcement
 - d. Exhibit D – 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, metrics, and budget for the RECIPIENT during the 2023/24 California Capital Infusion Program.

Question	Response
Lead Organization	OC IE SBDC
Mailing Address	
Mailing Address-Address Line 1	800 North State College Blvd.
Mailing Address-City	Fullerton
Mailing Address-Zip Code	92831
Type	Authorized Representative (Primary Contact)
Contact Information	
Contact Information-First Name	Charles D.
Contact Information-Last Name	Kissel
Contact Information-Email	ckissel-osp@fullerton.edu
Contact Information-Confirm Email	ckissel-osp@fullerton.edu
Contact Information-Organization	CSU Fullerton Auxiliary Services Corporation
Contact Information-Title	Executive Director
Contact Information-Phone	657-278-4100
Add Contact?	Yes
Type	Regional Director
Contact Information	
Contact Information-First Name	Mike
Contact Information-Last Name	Daniel
Contact Information-Email	midaniel@fullerton.edu
Contact Information-Confirm Email	midaniel@fullerton.edu
Contact Information-Organization	California State University, Fullerton
Contact Information-Title	Regional Director
Contact Information-Phone	(657) 278-5168
Add Contact?	No
Type	
Type	
Type	
Fiscal Agent Legal Payee Name	CSU Fullerton Auxiliary Services Corporation
Payment Address	
Payment Address-Address Line 1	1121 North State College Blvd.
Payment Address-City	Fullerton
Payment Address-Zip Code	92831
Center Information	

Question	Response
Center Information-Center Name	Orange County Inland Empire Small Business Development Center
Center Information-Center Director	Mike Daniel
Center Information-Email	midaniel@fullerton.edu
Center Information-Phone	(657) 278-5168
Center Physical Address	
Center Physical Address-Address Line 1	800 North State College Blvd.
Center Physical Address-Address Line 2	SGMH-4157
Center Physical Address-City	Fullerton
Center Physical Address-Zip Code	92831
Geographic Area of Service	Orange, Riverside, San Bernardino
Assembly District(s)	36, 34, 39, 41, 45, 47, 50, 53, 58, 59, 60, 63, 64, 67, 68, 70, 71, 72, 73, 74
Senate District(s)	21, 23, 29, 30, 31, 32, 34, 35, 36, 37, 38
Number of Training Events	10
Number of Training Hours	20
Number of Unique Clients Trained.	300
Number of Unique Clients Counseled	
Number of Unique Clients Counseled - Total	300
Number of New Clients Counseled	
Number of New Clients Counseled - Total	250
Number of Counseling Hours	
Number of Counseling Hours - Total	4000
Number of Business Exits or Acquisitions	
Number of Business Exits or Acquisitions - Total	0
Number of Contracts Awarded	
Number of Contracts Awarded - Total	0
Dollar Amount of Contracts Awarded	
Dollar Amount of Contracts Awarded - Total	0
Number of Bonds Secured	
Number of Bonds Secured - Total	5

Question	Response
Dollar Amount of Bonds Secured	
Dollar Amount of Bonds Secured - Total	1500000
Number of Loans Received	
Number of Loans Received - Total	50
Dollar Amount of Loans (Traditional and non-traditional)	
Dollar Amount of Loans (Traditional and non-traditional) - Total	15000000
Number of Equity Deals Received	
Number of Equity Deals Received - Total	15
Dollar Amount of Equity Capital (to include private investment)	
Dollar Amount of Equity Capital (to include private investment) - Total	20000000
Number of Non-Dilutive Capital Awards Received	
Number of Non-Dilutive Capital Awards Received - Total	10
Dollar Amount Non-Dilutive Capital Raised (non-dilutive funding, grants, etc.)	
Dollar Amount Non-Dilutive Capital Raised (non-dilutive funding, grants, etc.) - Total	1000000
Describe the Center's current and proposed approach to providing capital infusion services.	<p>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-</p>

Question	Response
	<p>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 \$375,000,000 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 (100+ lenders) 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</p>

Question	Response
	<p>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 has created a new Center for</p>

Question	Response
	<p>Contracting that amongst other areas of assistance, has a specialty in helping clients prepare and access bonding to complete procurement opportunities. The bonding aspect of the center works one-on-one with clients to help them prepare their contracts, put together their financials and assists with matchmaking to the "Right Bonding Opportunity." While this new service is relatively new to the network, many clients have taken advantage of this service and more than \$2,500,000 of bonding has been secured in 2023.</p>
<p>Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.</p>	<p>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. The network partners with the Jewish Free Loan Association, Accessity, TMC Community Capital, the seven FDC's throughout the state and others 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</p>

Question	Response
	<p>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</p>

Question	Response
	<p>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.</p>
<p>Describe the Center's screening process and how consulting services are rendered.</p>	<p>The Orange County Inland Empire SBDC Network has 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 triages those clients throughout the network based on need of the client and skill-set of the consultants. Request for Service: Becoming a</p>

Question	Response
	<p>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.</p> <p>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:</p> <ul style="list-style-type: none">• Areas of service that the OCIE SBDC will assist the client with which include creating a loan

Question	Response
	<p>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</p>

Question	Response
	<p>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.</p>
STD.204 Payee Data Record	std204-sbtaep - FE.pdf
STD.21 Drug-Free Workplace Certification	std021 - FE.pdf
Certification of SBA Cash Match	Certificate of Cash Match signed.pdf
By typing your name and signing below you are affirming that you are the Authorized Representative for the applying organization and that all information listed within this application and in the attached files is correct and complete to the fullest extent of your knowledge.	Trang Do

TOTAL BUDGET: \$590,830.00

Capital Infusion Program CERTIFICATION OF SBA
CASH MATCH Grant Period: 10/1/2023 through 9/30/2024

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 \$ 590,830 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: 
 Michael Daniel (Jul 29, 2023 13:54 PDT)
Authorized Representative/Officer
TITLE: Regional Director, OCIE SBDC
DATE: 07/29/2023

SIGNED: 
 Charles D. Kissel (Aug 2, 2023 09:21 PDT)
Authorized Representative/Financial
TITLE: Executive Director, CSU Fullerton Auxiliary Services Corporation
DATE: 08/02/2023

Exhibit C – 2023/2024 Program Announcement



California Office of Small Business Advocate

Governor Gavin Newsom's Office of Business and Economic Development

2023/24 Capital Infusion Program

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

Program Announcement

Opportunity Number: CACIP2023

Total Program Funding: \$3 Million

Released:

June 15, 2023

Revised June 30, 2023¹

Proposals due:

By 11:59:59 PM PDT on August 3, 2023

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.

¹ Change Notes:

Page 7 | Added link to online application.

Page | Revised reporting language for clarity.

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About the Program

Overview

The Capital Infusion Program (CIP) was created to provide small businesses with the necessary resources to pursue strategic initiatives, such as product development, market expansion, or acquisition of other businesses. It can also be utilized to assist small businesses to overcome financial difficulties by providing the funds needed to pay off debt, invest in operational improvements, or restructure an existing small business. 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, other technical and capital providers as well as institutions of higher educations, private foundations, chambers of commerce, trade and industry groups and associations that are committed to the growth and success of small business and other small business stakeholder groups.

Definitions

Definitions that pertain to this Program Announcement are provided below.

- "1:1 counseling support and business training" Includes SBDC personnel or third-party individuals hired to provide consulting and provide training to businesses on loan readiness, strategic planning, go-to market strategies, SBIR/STTR phase 0 – 2 application/proposal support, investor & pitch deck preparation, financial business planning. Consulting and training includes all work with a client, whether a startup or existing business, that may lead to capital acquisition by the client company. This includes client-specific areas such as: credit consulting, financial education & business planning, bootstrapping your business and developing a roadmap to commercialization other related subject matter as long as the consulting scope of work is connected to an overall capital infusion goal. The client is expected to be making steady improvements in their business that would make the client more bankable/investable, all consulting for these clients is allowable for reimbursement.
- "Applicant" means a Lead Center or subcenter in the Small Business Development Center Network.

- “Capital infusion” refers to the investment of capital. Capital Infusion can be for a one-time or a series of investments, including debt funding (SBA loans²; non-SBA loans and non-traditional financing such as convertible debt) non-dilutive funding (i.e., grants and SBIR/STTR awards); owner and non-owner equity capital (Angel & Venture Investments).
- “Capital infusion milestone” means funding 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).**³ Acceptable forms of milestone documentation include:
 - An official loan agreement or
 - investment agreement or documentation verifying the capital event occurred.
 - 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.⁴
 - 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.

Webinar – Application Tutorial

Immediately following the 11:00 AM 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 11:00 AM PDT.

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

² 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.

³ 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.

⁴ When conducting program reviews, GO-Biz will directly contact the business owner to verify venture capital infusion milestones.

Dates and Deadlines

June 15, 2023	Program Announcement Release
June 28, 2023	Pre-Bid Webinar at 11:00 AM PDT Immediately following TAP webinar Submit questions in advance to sbtaep@gobiz.ca.gov
August 3, 2023	Grant application deadline Must submit online by 11:59:59 PM PDT
August 3 – August 31, 2023	Proposal review
September 1, 2023	Notice of Intent to Award sent via email
September 6 - 15, 2023	Grant Agreements sent to Awardees
October 1, 2023	Grant program begins
September 30, 2024	Grant program ends

Award Information

Funding

GO-Biz expects to issue \$3 million in grant awards in 2023/24. Grant awards will be distributed to the five (5) regional SBDC Networks that operate in California based on the State population share, based on the 2020 US Census. For the 2023/24 fiscal year, the population share distribution is as follows:

Region	Population Share (%)	Funding Amount
Northern CA	31.7%	\$951,680.00
Central CA	11.2%	\$335,710.00
Los Angeles	28.6%	\$857,860.00
Orange County/Inland Empire	19.7%	\$590,830.00
San Diego/Imperial Valley	8.8%	\$263,920.00

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, 2023 through September 30, 2024.

Funding Information

Funds provided under the Program must be used solely for the purposes stipulated in this Announcement and subsequently in the Agreement between CalOSBA 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 CalOSBA 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. CalOSBA may ask Applicants for clarification of the technical aspects of their proposals.

CalOSBA Oversight

GO-Biz has the right to conduct a programmatic and financial review of any grant recipient. The review will consist of a remote or in-person evaluation by CalOSBA 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 CalOSBA. CalOSBA 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. **The online application can be accessed [here](#).** Applications submitted via email or facsimile will not be reviewed or scored.

All applications must be submitted by the deadline (August 3, 2023 by 11:59:59 PM PDT) 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 and copy Joy Nordby, Program Analyst, at joy.nordby@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. 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 19, 2024.

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

CalOSBA 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.

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.

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

CalOSBA 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 and Training 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 CalOSBA capital infusion grant must also be tagged with a Funding Source as "State." This includes business consulting funded by the CalOSBA grant or the SBA-match funding made available through the CalOSBA 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 2023/24 grant period, which commences October 1, 2023 and ends September 30, 2024. Metrics should include all milestone outcomes that can be directly attributed to the CalOSBA Capital Infusion Program from both the state and SBA match consulting hours.

1. Number of Training Events
2. Number of Training Hours
3. Number of Unique Clients Trained
4. Number of New Clients Counseled*
5. Number of Unique Clients Counseled*
6. Number of Counseling Hours*
7. Number of Business Exits or Acquisitions*
8. Number of Contracts awarded*
9. Dollar Amount of Contracts awarded*
10. Number of Bonds Secured*
11. Dollar Amount of Bonds Secured*
12. Number of Loans received*
13. Dollar Amount of Loans (Traditional and non-traditional loans) *
14. Number of Equity deals received*
15. Dollar Amount of Equity Capital (to include private investment) *
16. Number of Non-Dilutive capital awards received*
17. Dollar Amount of Non-Dilutive Capital Raised (non-dilutive funding, grants, etc.) *

*Voluntary metric requires a goal/estimated number of businesses that will be served 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

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 sections 7920.000 – 7930.215.). 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 7922.000 to the extent applicable.

END EXHIBIT C

Exhibit D – Change Order Request Form

Overview

Process for Requesting a Change Order

The RECIPIENT 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:

- Network agreements 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.
- Performance metric adjustments
- Others as directed by GO-Biz and CalOSBA

Metric goal adjustments are allowed but may not be requested beyond the Quarter 2 reporting deadline. The change order request template for metrics must be requested by the RECIPIENT via email to sbtaep@gobiz.ca.gov and copy Program Analyst, Joy Nordby, at Joy.Nordby@gobiz.ca.gov, with the subject line “Grant Agreement #_ Metric COR Template Request”. Any requests submitted after the Quarter 2 reporting deadline will not be allowed Metric revisions are subject to CalOSBA review of past performance and an analysis of funds spent to metrics obtained ratios.

COR approval is required in advance before any funds may be redirected by the grantee. A request must be submitted via email to and copy Program Analyst Joy Nordby at Joy.Nordby@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 Grant Programs Supervisor and returned to the grantee via email as an approved COR.pdf.

END EXHIBIT D ##

GOBiz CIP Narrative and Success Story 2023/2024

Reminders: Times New Roman, 12 point font, paragraph not bullet point, descriptive as to what was accomplished/achieved in the reporting quarter. Do not include metrics/numbers as this is network reported not center specific.

Center Name: _____

Performance Narrative (ONE PARAGRAPH minimum)

Describe the services provided as it relates to assisting clients with accessing capital; strategic partnerships that were created or engaged with regards to assisting clients accessing capital, trainings or programs specific to accessing capital.

Underperformance Narrative (if you are below 15%, 35%, 65% and 100% spenddown by quarter)

The underperformance narrative must include an action plan for improvement. The Center must describe the work plan to spend the funds and meet its performance metric goals (e.g., center's marketing efforts will generate new client consultation, new partnership and referral program with x organization, etc.). The Center must confirm that it is on track to meet goals and spend down funds.

GOBiz Success Story Template 2023/2024

Center Name:

CIP or TAP:

Neoserra ID:

Business Name:

Consultant Name:

Assembly District and Name:

Senate District and Name:

Business Address

County:

Please indicate all that apply:

Women owned, Black, Asian, Native American, Native Hawaiian, Latino/Hispanic, Veteran, Low-Wealth, Rural

Media Release on file (Y/N)

Introduction – What does the business do and how it started?

Small Business Owner Name:

What inspired the owner to start a business?

Share a brief testimonial or quote from the business owner about their experience.

What challenge did the SBDC help the business owner overcome?

How did the SBDC positively impact the business owners outcomes?

What did the owner feel was most important part of the assistance received (training, consulting, etc)?

Small Business website:

Google Link to Logo:

Google Link to Photos:

Instructions for GOBiz CIP and TAP Invoice and Reporting Packages

- 1 CIP and TAP Submissions are due within 20 days upon close of the quarter
- 2 Submissions must be complete per the below list and emailed to Jessica Juarez and Katrina Smith
- 3 Complete invoice submissions include
 - CIP:
 - CIP Cumulative Tab completed
 - Correct Invoice Tab Completed (Q1, Q2, Q3 etc)
 - Invoice workbook via excel
 - CIP Invoice (correct tab) in PDF form signed by Director
 - Host institution Invoice matching the amount
 - General Ledger matching the amount
 - Quarterly Narrative in Word Document (NOT PDF)
 - Success Story in Word Document (NOT PDF)
 - Underperformance statement if spenddown is not 15%, 35%, 65% and 100% respectively by quarter
 - TAP:
 - TAP Cumulative Tab Completed
 - Correct Invoice Tab Completed (Q1, Q2, Q3 etc)
 - Invoice workbook via excel
 - TAP Invoice (correct tab) in PDF form signed by Director
 - Host institution Invoice matching the amount
 - General Ledger matching the amount
 - Quarterly Narrative in Word Document (NOT PDF)
 - Success Story in Word Document (NOT PDF)
 - Underperformance statement if spenddown is not 15%, 35%, 65% and 100% respectively by quarter
- 4 Narratives and Success stories MUST follow the word document template, be thorough, detailed, and descriptive regarding what was done during the reporting quarter
 - Must be submitted in WORD using Times New Roman 12 point font
- 5 Success Stories
 - Must be 1 unique story per quarter. One for CIP every quarter, One for TAP every quarter
 - Cannot use the same client twice per program year
 - Example: Cannot use Client A for CIP quarter 1 and Client A again for TAP quarter 4
- 6 Additional Notes
 - Extensions must be requested 5 business days prior to the deadline and are not guaranteed to be granted
 - Late Submissions without an approved extension risk not being reimbursed
 - Incomplete but on time submissions also risk not being reimbursed
 - If the center is not at 35% spenddown on either GoBiz Award by end of Q2, the center will receive an amendment to reduce their award which will be reallocated to other centers

CIP Invoice Report

Grantee Name: _____	Prepared By: _____
Grant Agreement #: _____	Year: 2023-2024
Quarter: _____	
Total Award: _____	

Ledger Number:		
Cost Categories		
	CIP Budget	Current Expenditures
		Previous Expenditures
		Year to Date Expenditures
		Unexpended Balance
Personnel A		0.00
Fringe Benefits B		0.00
Consultants (Advising) C		0.00
Grand Total	0.00	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

<i>Signature of Signature Authority/ Authorized Designee</i> <small>(as authorized in Resolution, Letter of Commitment, or Letter of Designation)</small>	<i>Date</i>
<i>Printed Name</i>	<i>Title</i>

CIP GRANTEE INVOICE

S-8213-CROED
Exhibit D

Center Name:				
Quarter:				Q1
Year:				2023-2024
Total Award:				

**DUE WITHIN 20 DAYS OF
CLOSE OF THE QUARTER**

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

CIP GRANTEE INVOICE

S-8213-CROED
Exhibit D

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q2	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

CIP GRANTEE INVOICE

S-8213-CROED
Exhibit D

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q3	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total						0	\$ -

CIP GRANTEE INVOICE

S-8213-CROED
Exhibit D

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q4	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

TAP Invoice Report

Grantee Name: _____	Prepared By: _____
Grant Agreement #: _____	Year: 2023-2024
Quarter: _____	
Total Award: _____	

Ledger Number:		
Cost Categories	A	B
	C	
TAEP Budget	Current Expenditures	Previous Expenditures
Personnel	0.00	0.00
Fringe Benefits	0.00	0.00
Consultants(Advising + Training)	0.00	0.00
Grand Total	0.00	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. □

Signature of Signature Authority/ Authorized Designee <i>(as authorized in Resolution, Letter of Commitment, or Letter of Designation)</i>	Date
Printed Name	Title

TAP GRANTEE INVOICE

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q1	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total						0	\$ -

TAP GRANTEE INVOICE

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q2	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

TAP GRANTEE INVOICE

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q3	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

TAP GRANTEE INVOICE

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q4	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

SUBCONTRACT NO. S-8214-CROED

THIS SUBCONTRACT NO. S-8214-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 TAP2023-C12 (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

Letrice Satterwhite
OSP Administrator
CSU Fullerton Auxiliary Service Corp.
1121 N. State College Blvd.
Fullerton, CA 92831-3014

APR 09 2024

3.21

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

Telephone: (657) 278-2935
Email: lsatterwhite@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 826 clients assisted and 4,130 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, 2023 through September 30, 2024, 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, 2024.
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: lsatterwhite@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, 2024. 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.

13. 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

- 14. 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 14 shall survive for a period of one (1) year after the expiration or earlier termination of this Subcontract.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.”

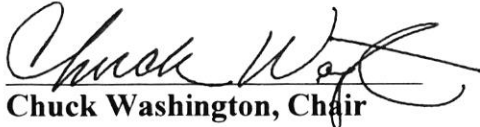
20. **Audit.** The non-privileged books and accounts, files, and other records of the Subcontractor which are applicable to this Subcontract shall be available for inspection, review, and audit during normal business hours by the ASC and the Prime Sponsor and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Subcontractor.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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



Chuck Washington, Chair
Board of Supervisors

Charles D. Kissel
Executive Director

Dated: 4/09/2024

Dated: _____

APPROVED AS TO FORM:
Minh Tran
County Counsel

By: 
Stephanie K. Nelson
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

OCIE SBDC - 2024 Renewal Proposal

Center Name: SBDC Marketing Center – CROED

Budgets:

OCIE Network Contributed Budget:

SBA (CY 2024)	\$175,000
Go-Biz CIP (FY 23-24)	\$50,000
Go-Biz TAP (FY 23-24)	\$130,000
Center Contribution (a minimum of 50% of SBA funding required as cash match to the program)	\$87,500
Total Budget (Minimum)	\$442,500

Goals:

What are the Center's goals for 2024?

Each service center is expected to at minimum, complete their leading indicator metrics. Center outputs are derived from the following calculations: Number of consulting hours was derived from 70% of the total OCIE Network contributed budgets. Number of clients was calculated by dividing the number of consulting hours by five.

Leading Outputs:

Number of Clients Counseled	826
Number of Consulting Hours	4,130

Unique Clients Achieving a Metric:

The OCIE SBDC Network embraces the percentage of clients that reach a metric as the guiding pillar that defines both efficacy and the efficiency of the network. The percentage of clients who achieve a metric highlights the success that the network has with assisting every client in reaching their goals. Each center will have a goal for the number of unique clients that achieve a metric. This goal will be at a minimum 5% higher than the previous year's results for the respective center, until it surpasses the network's average.

Unique Clients Achieving a Metric	25%
--	------------

Outcomes (Network Goals):

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

Business Starts	500
Capital Infusion	\$250,000,000
Clients Served	10,000
Change in Sales	\$150,000,000
Jobs Created	5,000

Director Name _____

Director Signature _____

Date _____

**BUDGET JUSTIFICATION
(ESTIMATED COSTS)**

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


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 # TAP2023-C12

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, 2023 THROUGH SEPTEMBER 30, 2024
3. The maximum amount of this Agreement is:
 \$2,250,000.00 (two million two 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) DocuSigned by: X.  42A095797A104F8... PRINTED NAME AND TITLE OF PERSON SIGNING CHARLES D. KISSEL, EXECUTIVE DIRECTOR	DATE SIGNED September 21, 2023 12:01 PDT
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) DocuSigned by: X.  4B46E7EA5B72486... PRINTED NAME AND TITLE OF PERSON SIGNING MICHELLE RADMAND, DEPUTY DIRECTOR, CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE	DATE SIGNED September 21, 2023 13:00 PDT
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 2023/2024 Grant Agreement (hereinafter referred to as the "AGREEMENT") dated October 1, 2023 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 TAP2023-C12 ("Award");
- B. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as described in the 2023/24 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**, AUTHORIZED REPRESENTATIVE is the designated point of contact authorized to communicate with CalOSBA on behalf of the RECIPIENT and is responsible for reporting and invoicing requirements as described in the AGREEMENT;
- E. **WHEREAS**, RECIPIENT is in compliance with all eligibility requirements including possession of an active grant, contract, or cooperative agreement 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;
- F. **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;

- G. **WHEREAS**, Private funding source means any entity that makes grants, and includes corporate or private philanthropy or similarly established nongovernmental entities;
- H. **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 2023/2024 Program Announcement (“Program Announcement”);
- I. **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”) and RECIPIENT desires to be retained by CalOSBA to perform and/or manage such services as described set forth in Exhibit B and to be compensated as set forth in Exhibit C;

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, 2023 – September 30, 2024, unless otherwise approved by CalOSBA in writing.
 - a) On a case-by-case basis, the RECIPIENT may receive up to a three-quarter extension to spend down 2023/24 Awards. Centers should ensure that grant funding requests and proposed scopes of work align with the 2023/24 grant period timeline. The RECIPIENT is required to submit a TAP No-Cost Term Extension Request, Exhibit F, to CalOSBA via email sbtaep@gobiz.ca.gov and copy the CalOSBA Program Analyst, Joy Nordby, at joy.nordby@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, 2024 unless otherwise approved in writing by 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. If the RECIPIENT receives notification from its federal or private funding partner that its grant, contract, or cooperative agreement is scheduled for termination or that its operations are

placed under a probationary status, the RECIPIENT must notify CalOSBA via email at SBTAEP@gobiz.ca.gov within 48 hours. Failure to notify CalOSBA 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:
 - a) Failure to comply with established 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 follow communication expectations set forth in this AGREEMENT.
 - g) Failure to spend funds in a timely manner, in accordance with the grant agreement.
 - h) Noncompliance of the Center's match agreement with eligibility requirements established in the Program Announcement.
 - i) Inability to generate Local Cash Match funds.
 - j) Inability to receive Federal or Private Match Funds for any reason.
 - k) Closure or termination of the Center's operations for any reason including, but not limited to, the termination of its cooperative agreement with a Federal or Private Funding source or closure of the program utilized as match for the Program.
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 subject to Section 4.
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, 2024.
 - a. **Reporting and Monitoring Requirements.** The AUTHORIZED REPRESENTATIVE must electronically submit performance reports quarterly during the 2023/24 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 will be used to monitor activities for compliance with work progress to ensure grant activities are performed according to the quality, quantity, objectives, timeframes, and manner specified within the AGREEMENT. Performance reports must be a summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis. Furthermore, performance 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 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. RECIPIENT will respond to requests for reporting revisions and clarifications within one-week (seven (7) calendar days) of the request being sent from CalOSBA. If no revision or approved extension is received within that time, this could result in delayed payment by CalOSBA for the reporting period until requested revisions have been resolved.

- 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 2023/24 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. 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. CalOSBA recommends use of the U.S. Census Bureau's [TIGERweb Decennial \(census.gov\)](https://tigerweb.census.gov/) tool to verify that any travel billed is to eligible non-Urban Areas. Invoice backup documentation that includes more than three contractor invoices and/or general ledger or payroll documents exceeding four (4) pages must be accompanied by an invoice summary spreadsheet using a template provided by CalOSBA. RECIPIENT will respond to requests for invoice revisions and clarifications within one-week (seven (7) calendar days) of the request being sent from CalOSBA. If no revision or approved extension is received within that time, this could result in delayed payment by CalOSBA for the reporting period until requested revisions have been resolved.

- 12. Payment.** CalOSBA agrees to pay approved invoices within forty-five (45) calendar days upon receipt in the form of a physical warrant issued from the State Controller's Office. 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. RECIPIENT is responsible for notifying CalOSBA of any changes to the payment remittance address and changes must be submitted to CalOSBA at least five (5) business days in advance of reporting deadlines. Payment remittance address changes submitted after a reporting deadline will not be guaranteed to be updated prior to the release of the payment warrant from the State Controller's Office. The remaining balance of an award that does not receive an extension and does not submit an approved final invoice within thirty (30) days of the final reporting deadline, will be considered unclaimed and returned to the State fund.

- 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:

- a) "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:

- b) "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 and GO-Biz are subject to the California Public Records Act (PRA) (Government Code sections 7920.000 – 7930.215.). 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 RECIPIENT, 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 RECIPIENT 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. Integration.** 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. Recitals.** The parties acknowledge and agree that the recitals are true and accurate and are hereby incorporated by reference into this AGREEMENT. The language provided in the recitals shall take precedence over any conflicting language in the program announcement.
- 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’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 2023/24 California Small Business Technical Assistance Program.

Question	Response
Documents	
Lead Organization	Orange County Inland Empire SBDC Network
Mailing Address	
Mailing Address-Address Line 1	800 North State College Blvd.
Mailing Address-Address Line 2	SGMH-4157
Mailing Address-City	Fullerton
Mailing Address-Zip Code	92831
Type	Authorized Representative
Contact Information	
Contact Information-First Name	Charles D.
Contact Information-Last Name	Kissel
Contact Information-Email	ckissel-osp@fullerton.edu
Contact Information-Confirm Email	ckissel-osp@fullerton.edu
Contact Information-Organization	CSU Fullerton Auxiliary Services Corporation
Contact Information-Title	Executive Director
Contact Information-Phone	657-278-4100
Add Contact?	Yes
Type	Regional Director
Contact Information	
Contact Information-First Name	Mike
Contact Information-Last Name	Daniel
Contact Information-Email	midaniel@fullerton.edu
Contact Information-Confirm Email	midaniel@fullerton.edu
Contact Information-Organization	California State University, Fullerton
Contact Information-Title	Regional Director

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Question	Response
Contact Information-Phone	657-278-5168
Type	
Type	
Type	
Fiscal Agent Legal Payee Name	CSU Fullerton Auxiliary Services Corporation
Payment Address	
Payment Address-Address Line 1	1121 North State College Blvd.
Payment Address-City	Fullerton
Payment Address-Zip Code	92831
STD.204 Payee Data Record	std204-sbtaep - FE.pdf
Funding Source	SBDC
Funder Type	Federal
Award Type	Cooperative Agreement
Award Cycle	Annual Competition
Award Begin Date	2023-01-01
Award End Date	2023-12-31
Award Amount	3034672
Match Agreement or Letter of Intent	2024 CSU Fullerton SBDC Letter of Intent.pdf
At the time of the application, does your Center have an active award from the federal or private funding partner?	Yes
Funding Source	
Funder Type	
Award Type	
Award Cycle	
Center Information	
Center Information-Center Name	Orange County Inland Empire Small Business Development Center

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Question	Response
Center Information-Center Director	Mike Daniel
Center Information-Email	midaniel@fullerton.edu
Center Information-Phone	657-278-5168
Center Physical Address	
Center Physical Address-Address Line 1	800 North State College Blvd.
Center Physical Address-Address Line 2	SGMH-4157
Center Physical Address-City	Fullerton
Center Physical Address-Zip Code	92831
Geographic Area of Service	Orange, Riverside, San Bernardino
Assembly District(s)	34, 36, 39, 41, 45, 47, 50, 53, 58, 59, 60, 63, 64, 67, 68, 70, 71, 72, 73, 74
Senate District(s)	21, 23, 29, 30, 31, 32, 34, 35, 36, 37, 38
Number of Training Events	400
Number of Unique Clients Trained	2000
Number of New Clients Trained	1000
Number of Training Hours	800
Number of Unique Clients Counseled	
Number of Unique Clients Counseled - Total	4500
Number of Unique Clients Counseled - Women	1350
Number of Unique Clients Counseled - Black/African American	315
Number of Unique Clients Counseled - Asian	360
Number of Unique Clients Counseled - Native American or Alaska Native	20
Number of Unique Clients Counseled - Native Hawaiian or Pacific Islander	20
Number of Unique Clients Counseled - Latino/Hispanic	1575
Number of Unique Clients Counseled - Veterans	90

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Question	Response
Number of Unique Clients Counseled - Low-Wealth	270
Number of Unique Clients Counseled - Rural	135
Number of Unique Clients Counseled - Disaster-Impacted	0
Number of New Clients Counseled	1750
Number of New Clients Counseled - Total	525
Number of New Clients Counseled - Women	88
Number of New Clients Counseled - Black/African American	175
Number of New Clients Counseled - Asian	5
Number of New Clients Counseled - Native American or Alaska Native	5
Number of New Clients Counseled - Native Hawaiian or Pacific Islander	438
Number of New Clients Counseled - Latino/Hispanic	35
Number of New Clients Counseled - Veterans	88
Number of New Clients Counseled - Low-Wealth	53
Number of New Clients Counseled - Rural	0
Number of New Clients Counseled - Disaster-Impacted	
Number of Counseling Hours	
Number of Counseling Hours - Total	17500
Number of Counseling Hours - Women	5250
Number of Counseling Hours - Black/African American	875
Number of Counseling Hours - Asian	1750
Number of Counseling Hours - Native American or Alaska Native	25
Number of Counseling Hours - Native Hawaiian or Pacific Islander	25
Number of Counseling Hours - Latino/Hispanic	4375
Number of Counseling Hours - Veterans	350
Number of Counseling Hours - Low-Wealth	875

Question	Response
Number of Counseling Hours - Rural	525
Number of Counseling Hours - Disaster-Impacted	0
Number of New Businesses Started	300
Number of New Businesses Started - Total	90
Number of New Businesses Started - Black/African American	15
Number of New Businesses Started - Asian	15
Number of New Businesses Started - Native American or Alaska Native	1
Number of New Businesses Started - Native Hawaiian or Pacific Islander	1
Number of New Businesses Started - Latino/Hispanic	75
Number of New Businesses Started - Veterans	6
Number of New Businesses Started - Low-Wealth	9
Number of New Businesses Started - Rural	9
Number of New Businesses Started - Disaster-Impacted	0
Number of Businesses Closed	
Number of Businesses Closed - Total	0
Number of Businesses Closed - Women	0
Number of Businesses Closed - Black/African American	0
Number of Businesses Closed - Asian	0
Number of Businesses Closed - Native American or Alaska Native	0
Number of Businesses Closed - Native Hawaiian or Pacific Islander	0
Number of Businesses Closed - Latino/Hispanic	0
Number of Businesses Closed - Veterans	0
Number of Businesses Closed - Low-Wealth	0

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Question	Response
Number of Businesses Closed - Rural	0
Number of Businesses Closed - Disaster-Impacted	0
Number of Jobs Created (full and part-time)	
Number of Jobs Created (full and part-time) - Total	1000
Number of Jobs Created (full and part-time) - Women	300
Number of Jobs Created (full and part-time) - Black/African American	50
Number of Jobs Created (full and part-time) - Asian	75
Number of Jobs Created (full and part-time) - Native American or Alaska Native	15
Number of Jobs Created (full and part-time) - Native Hawaiian or Pacific Islander	15
Number of Jobs Created (full and part-time) - Latino/Hispanic	250
Number of Jobs Created (full and part-time) - Veterans	20
Number of Jobs Created (full and part-time) - Low-Wealth	50
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)	
Number of Jobs Retained (full and part-time) - Total	18500
Number of Jobs Retained (full and part-time) - Women	5550
Number of Jobs Retained (full and part-time) - Black/African American	925
Number of Jobs Retained (full and part-time) - Asian	1388
Number of Jobs Retained (full and part-time) - Native American or Alaska Native	25
Number of Jobs Retained (full and part-time) - Native Hawaiian or Pacific Islander	25
Number of Jobs Retained (full and part-time) - Latino/Hispanic	4625

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Question	Response
Number of Jobs Retained (full and part-time) - Veterans	370
Number of Jobs Retained (full and part-time) - Low-Wealth	925
Number of Jobs Retained (full and part-time) - Rural	555
Number of Jobs Retained (full and part-time) - Disaster-Impacted	0
Dollar Amount Increase in Sales	
Dollar Amount Increase in Sales - Total	90000000
Dollar Amount Increase in Sales - Women	27000000
Dollar Amount Increase in Sales - Black/African American	4500000
Dollar Amount Increase in Sales - Asian	6750000
Dollar Amount Increase in Sales - Native American or Alaska Native	100000
Dollar Amount Increase in Sales - Native Hawaiian or Pacific Islander	100000
Dollar Amount Increase in Sales - Latino/Hispanic	22500000
Dollar Amount Increase in Sales - Veterans	1800000
Dollar Amount Increase in Sales - Low-Wealth	4500000
Dollar Amount Increase in Sales - Rural	2700000
Dollar Amount Increase in Sales - Disaster-Impacted	0
Number of Contracts	
Number of Contracts - Total	50
Number of Contracts - Women	15
Number of Contracts - Black/African American	3
Number of Contracts - Asian	5
Number of Contracts - Native American or Alaska Native	0
Number of Contracts - Native Hawaiian or Pacific Islander	0
Number of Contracts - Latino/Hispanic	13
Number of Contracts - Veterans	1

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Question	Response
Number of Contracts - Low-Wealth	3
Number of Contracts - Rural	2
Number of Contracts - Disaster-Impacted	0
Dollar Amount of Contracts	
Dollar Amount of Contracts - Total	5000000
Dollar Amount of Contracts - Women	1500000
Dollar Amount of Contracts - Black/African American	250000
Dollar Amount of Contracts - Asian	500000
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	1250000
Dollar Amount of Contracts - Veterans	100000
Dollar Amount of Contracts - Low-Wealth	250000
Dollar Amount of Contracts - Rural	150000
Dollar Amount of Contracts - Disaster-Impacted	0
Number of Loans	
Number of Loans - Total	50
Number of Loans - Women	15
Number of Loans - Black/African American	3
Number of Loans - Asian	5
Number of Loans - Native American or Alaska Native	0
Number of Loans - Native Hawaiian or Pacific Islander	0
Number of Loans - Latino/Hispanic	13
Number of Loans - Veterans	1
Number of Loans - Low-Wealth	3

Question	Response
Number of Loans - Rural	2
Number of Loans - Disaster-Impacted	0
Dollar Amount of Loans (SBA loans and non-SBA loans)	
Dollar Amount of Loans (SBA loans and non-SBA loans) - Total	15000000
Dollar Amount of Loans (SBA loans and non-SBA loans) - Women	4500000
Dollar Amount of Loans (SBA loans and non-SBA loans) - Black/ African American	750000
Dollar Amount of Loans (SBA loans and non-SBA loans) - Asian	1500000
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	3750000
Dollar Amount of Loans (SBA loans and non-SBA loans) - Veterans	300000
Dollar Amount of Loans (SBA loans and non-SBA loans) - Low-Wealth	750000
Dollar Amount of Loans (SBA loans and non-SBA loans) - Rural	450000
Dollar Amount of Loans (SBA loans and non-SBA loans) - Disaster- Impacted	0
Dollar Amount of Equity Capital (to include private investment)	
Dollar Amount of Equity Capital (to include private investment) - Total	75000000
Dollar Amount of Equity Capital (to include private investment) - Women	22500000
Dollar Amount of Equity Capital (to include private investment) - Black/African American	3750000
Dollar Amount of Equity Capital (to include private investment) - Asian	7500000
Dollar Amount of Equity Capital (to include private investment) - Native American or Alaska Native	0

Question	Response
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	18750000
Dollar Amount of Equity Capital (to include private investment) - Veterans	1500000
Dollar Amount of Equity Capital (to include private investment) - Low-Wealth	3750000
Dollar Amount of Equity Capital (to include private investment) - Rural	2250000
Dollar Amount of Equity Capital (to include private investment) - Disaster-Impacted	0
Additional Funds Raised (non-dilutive funding, grants, etc.)	
Additional Funds Raised (non-dilutive funding, grants, etc.) - Total	2000000
Additional Funds Raised (non-dilutive funding, grants, etc.) - Women	600000
Additional Funds Raised (non-dilutive funding, grants, etc.) - Black/African American	100000
Additional Funds Raised (non-dilutive funding, grants, etc.) - Asian	200000
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	500000
Additional Funds Raised (non-dilutive funding, grants, etc.) - Veterans	40000
Additional Funds Raised (non-dilutive funding, grants, etc.) - Low-Wealth	100000
Additional Funds Raised (non-dilutive funding, grants, etc.) - Rural	60000
Additional Funds Raised (non-dilutive funding, grants, etc.) - Disaster-	0

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Question	Response
<p>Impacted</p> <p>Past Performance: Describe how the Center has previously supported small businesses with technical assistance and the impact of the previous or ongoing technical assistance programs.</p>	<p>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, 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</p>

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Question	Response
	<p>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 2018-2023The 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 29,000 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 50,000 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.</p>
<p>Scope of Work</p> <p>Scope of Work - Explain the gaps in the Center's community and specific gaps that underserved businesses in the Center's community experience.</p>	<p>While blacks and Hispanics/Latinos start businesses at the same rate as white entrepreneurs, there is a vast disparity in profitability, size, and early survival rates. Southern California represents more than 8% of the country's small businesses and according to the Small Business Administration (SBA), more than 50% of those small businesses are owned by minorities including, Black, African American, Latino, Asian American, Pacific Islander, and Native American. As the COVID-19 pandemic has affected every small business industry, restaurant, retail and hospitality businesses seem to have been affected so severely that it is estimated that more than 60% may close forever. In California, 82% of small businesses have no employees and were thus unlikely to be able to use the Paycheck Protection Program. Black-, Hispanic-, Asian-, and women-owned businesses were significantly more likely to shut down during the</p>

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	<p>initial months of the pandemic, and were more likely to be located in the hardest-hit geographic zones. Roughly, 30% of all small businesses within the region fall into the restaurant, retail and hospitality sectors. Of that, more than 50% of the small business owners in these sectors are either minorities, women, veterans or are economically or socially disadvantaged. The region has several distinct pockets of demographics that are either not aware of technical assistance programs, are fearful of working with the government, are not comfortable with speaking a second language (English) or do not have the ability to take advantage of what is available. One of the things that makes the region so unique is that more than 40% of the small business community is of Hispanic origin. More than 40% of those businesses speak a language other than English as their first language. In fact, the U.S. Census states that the County of Los Angeles reported 81,550 minority-owned firms in 2020, San Bernardino and Riverside Counties both have a large Hispanic small business community that is tied around the restaurant, retail and hospitality sectors. Within Orange County, there is an area called Little Saigon, which is the largest contingent of Vietnamese and Vietnamese-Americans, outside of Vietnam. There are thousands of small businesses within the community that fit into the restaurant, retail and hospitality sectors, along with the beauty industry. The region is truly a melting pot of people, cultures, languages and small businesses. For existing businesses, COVID-19 has exacerbated persistent and deep inequalities impacting small businesses owned by women, people of color and businesses in underserved communities. While many of the 30 million small businesses throughout the country have been able to survive the current pandemic by receiving federal, state and local disaster relief programs those businesses most in need, minority, underserved and female business owners have been disproportionately left without any government resources to aide them through this crisis. In a recent Kellogg Foundation report, it found that there are three fundamental inequities in minority and underserved small businesses. These</p>

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	<p>inequities are:•People of color have less access to much-needed business and management skills that are helpful when running your own company. •People of color have access to less capital and collateral and lower credit scores, meaning they may be charged higher interest rates or may be denied more frequently when applying for loans. •While blacks and Hispanics/Latinos start businesses at the same rate as white entrepreneurs, there is a vast disparity in profitability, size, and early survival rates.The OCIE SBDC will continue to grow and expand its programs and services to meet the needs of minority and underserved small businesses throughout the region. As businesses continue to change and adapt, so will the OCIE SBDC network.</p>
<p>Scope of Work - Explain the Center's overall vision including how the Center will address the above-mentioned gaps. This should include a description of the Center's approach including the programs that will be implemented. For example, describe the small business and/or nonprofit training programs, consulting strategies, etc.</p>	<p>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 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</p>

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Question	Response
	<p>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. 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 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 27 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</p>

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	<p>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 benchmarking 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</p>

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	<p>Center launched 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.</p>
<p>Scope of Work - Explain the Center's quantitative goals included in the metric proposal. For previous awardees: If any metric goals have been reduced from the previous year, explain why.</p>	<p>The Orange County Inland Empire SBDC Network will continue to build on its industry-specific start-up training programs that focus on industry-specific content such as SBDC EATS, MADE, Beauty Boss and other programs. The OCIE SBDC will also offer several stand-alone and cohort style training programs for existing businesses and will continue to grow its offerings based on the needs of small business. During the TAP program year for 2023-2024, the OCIE SBDC will at a minimum reach the following training metrics:•Number of Training Events - 400•Number of Unique Clients Trained - 2,000•Number of New Clients Trained - 1,000•Number of Training Hours - 800The OCIE SBDC network will focus on its greatest asset, which is the ability to expand its one-on-one consulting. The SBDC program</p>

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	<p>has a special emphasis to expand its reach into existing small businesses and to be able to offer one-on-one customized consulting to help grow each business the network consults with. During the TAP program year for 2023-2024, the OCIE SBDC will at a minimum reach the following consulting metrics:•Number of Unique Clients Counseled – 4,500•Number of New Clients Counseled – 1,750•Number of Counseling Hours – 17,500The outcomes of the clients that the OCIE SBDC serves is vitally important to highlight the success and effectiveness of SBDC services. The OCIE SBDC tracks several metrics to showcase the success of our clients. During the TAP program year for 2023-2024, the OCIE SBDC will at a minimum reach the following outcome metrics:•Number of New Businesses Started – 300•Number of Jobs Created – 1,000•Number of Jobs Retained – 18,500•Dollar Amount of Increase in Sales - \$90,000,000•Number of Contracts – 50•Dollar Amount of Contracts - \$50,000,000•Number of Loans - 50•Dollar Amount of Loans - \$15,000,000•Dollar Amount of Equity Capital - \$75,000,000•Additional Funds Raised - \$2,000,000Some of the metric goals that the OCIE SBDC is pledging have been reduced for the TAP program for 2023-2024. The SBDC has reduced the number of training programs and the number of training attendees for the coming year due to the loss of the California Dream Fund (CDF). The Dream Fund brought a significant increase in the amount of training attendees, due to a grant being associated with attendance. The OCIE SBDC saw a 300% increase in training attendees because of the CDF program. In addition, the number of business starts and additional funds raised will be lower than last year because of the loss of the CDF program. This coming year the network is projecting to go back to a more normalized number of business starts and additional funds raised (grants from CDF and other city and county grant programs) due to the loss of the CDF program and cities and counties moving away from grant programs to support both existing and new businesses. The number of loans and the dollar amount of loans has also been slightly scaled back. The ability for businesses to access capital is</p>

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<p>Scope of Work - Describe how this proposed Scope of Work will build on the base programmingsupported by the Center's match agreement.</p>	<p>very difficult and extremely expensive right now. The network is seeing average loan rates above 11% and in many cases at a variable rate. The OCIE SBDC network is projecting a slight decrease but is working with programs such as the CalCAP program and the FDC's within California to access SBCI funding for loans to small business owners. The dollar amount of equity capital is always a fluctuating number and access to both angel investment and venture capital is becoming increasingly more difficult. While the network is still anticipating more than \$75,000,000 for equity capital, that is much less than was achieved last year. The network has not allocated any metrics to clients in a disaster-impacted area, but will track it and report on it every quarter. Per the definition, there are currently very few disaster-impacted areas in the OCIE SBDC region, as opposed to the last several years during COVID, where every business was disaster-impacted.</p> <p>The OCIE SBDC Network through one-on-one consulting and training, serviced more than 7,000 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 OCIE 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</p>

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	<p>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 network consists of ten service centers, four traditional SBDC centers, two tech centers, a finance center, a procurement center, an international trade center and a digital marketing center. 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. 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 ten 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</p>

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<p>Match drawdown: Provide a plan of action indicating how the Center will draw down all federal or private funds available during the grant period using local cash match. In addition, if the federal or private award term period is set to expire prior to the end of the TAP 2023 Program year (September 30, 2024), please indicate when the Center expects to have proof of continuing award. As a reminder, all TAP participating organizations must have an active federal or private award.</p>	<p>evidenced above, the unique programming and partnership development has allowed the network to surpass all of its federal and state goals over the past several years.</p> <p>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 2023 calendar year and has just received a Letter of Intent for 2024. The OCIE SBDC Network should have its Notice of Award for CY 2024 by the end of November 2023.</p>
<p>Describe the Center's in-take methods including details of any strategies to ensure small businesses are appropriately onboarded.</p>	<p>To meet the growing needs of the small business community during the COVID-19 Pandemic, the OCIE SBDC's intake process switched</p>

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<p>Include any strategies to ensure culturally sensitive and language inclusive onboarding approaches.</p>	<p>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 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 Cal 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</p>

Question	Response
	<p>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 is entire process takes about 15 minutes and has proven to be a successful model for both the client and the SBDC network. 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 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. 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.</p>
<p>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 below.</p>	<p>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</p>

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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 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

Question	Response
<p>If you are having difficulty uploading documents, please feel free to add a link to your files here.</p> <p>The Diversity, Equity, and Inclusion Action Plan should include actionable strategy and specific steps to diversify the client pool, provide culturally competent intake and ongoing support, and provide culturally competent and inclusive technical assistance to underserved, underserved, disinvested, and disadvantaged business groups. Include target populations and geographies (for example, rural businesses), in-language services, disparities addressed and associated data points.</p>	<p>process. Feedback from these different groups are vital in continuously making improvements to the program.</p> <p>https://www.dropbox.com/s/c1abg85790zfdzp/OCIE%20SBDC%20Org%20Chart.pdf?dl=0</p> <p>The OCIE SBDC Network has continued to diversify its network and add consultants, centers and partnerships that aid in its ability to reach minority, underserved and hard to reach populations throughout the region. 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. Currently, the OCIE SBDC network employs over 100 business consultants who are all business owners and business experts that are part of the communities that they serve. In addition, the OCIE SBDC network speaks more than 27 different languages and has the ability to offer in-language services anywhere within the network. The OCIE SBDC is currently adding the WhatsApp platform to both our website and to all of our call center intake. The WhatsApp platform allows our SBDC teams to connect with business owners and entrepreneurs in the language of their choice. The application automatically translates text messages through a bot on our website into more than 100 unique languages. WhatsApp is utilized by more than 2 billion people around the world in 180 countries and is a recognized leader in communication platforms. The call center team will be able to communicate with populations that are typically hard to reach and service because of language issues or trust issues from large government organizations. The call center team also has the ability to</p>

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	<p>utilize the 100+ member consulting team if a potential client calls and needs services in one of the 27 languages spoken within the network. The OCIE SBDC continues to build strong partnerships with key organizations that are both reputable in minority and underserved communities and have large reach into those same populations. The SBDC has built a strong partnership with the Orange County Korean American Chamber of Commerce to reach the Korean small business community that was not being serviced by the SBDC previously. This partnership has brought in new clients, new relationships and the SBDC has been able to hire some of the chamber members to be SBDC consultants, to build trust and expertise within the program. The largest minority and unserved populations throughout the region are predominately Hispanic. To grow the services and reach of the SBDC, the SBDC added the Hispanic Chamber of Commerce of Orange County as a service center. The Hispanic Chamber SBDC has now turned into our SBDC Finance Center, where the main focus is accessing capital for small businesses. The role of the center is to package and match-make lending opportunities for businesses and entrepreneurs that do not know where to go for financing. In addition, the SBDC has partnered with the Caravanserai Project in the Coachella Valley to be able to assist Spanish-speaking entrepreneurs who are looking to start a business. The Caravanserai Project is a new pilot SBDC program and offers small \$5,000 and \$10,000 grants for participants that complete a 15-hour business training program and open their business. These two programs have allowed the SBDC to expand its footprint into the Hispanic marketplace with reputable and well-known organizations. In other key market segments, the SBDC will continue to add service and partners in the High Desert areas such as Barstow, Victorville, Adelanto and Apple Valley. The OCIE SBDC is working with Barstow Community College, the city of Barstow and others on a new BNSF project that will bring in up to \$2 billion of new project funding for the community. The SBDC will offer start-up program through the community college and existing businesses will be able to access the SBDC's for certification and</p>

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	<p>contracting assistance. The region is estimating a potential 10,000+ new jobs will be created with this new project. The SBDC is already preparing services and programs to make sure it can meet the needs of the business community. The SBDC is also working on a new project in the unincorporated parts of Blythe. Two prisons will be closing in the coming months and the SBDC, along with the county of Riverside and others are building both start-up programs and existing business services to help start and grow the small business sector of the region. The SBDC, along with the county of Riverside will be starting a new farmers market in Blythe and the county is working with the SBDC on grant programming for new start-up businesses. Programming is a huge portion of the OCIE SBDC network. Start-up and existing cohorts are an amazing way to get businesses up and running in a large format. The OCIE SBDC has been utilizing its Zoom programming to offer dual language programs simultaneously. Participants can sign up for our cohort training programs and then have a choice of selecting a Zoom room during the program, based on the language they are most comfortable in. For example, the OCIE SBDC is currently running a Beauty Boss program for future beauticians, manicurists and hair stylists. Each participant has the ability when they join each zoom meeting to select if they want the English-speaking zoom room or they can choose the Vietnamese-speaking zoom room. The SBDC has two different consultants that are conducting the same training but in different languages, based on the zoom room you are in. This is the second cohort training program that the SBDC has conducted in this fashion and it is proving to be a success. To be able to offer the same program, at the same time just in two different languages is a unique way to grow the pool of clients throughout the region. All of these strategies and tactics will allow for the OCIE SBDC to continue to offer relevant and culturally-competent services in our growing region. The building of partnerships, centers and services will allow the OCIE SBDC to continue to increase the number of clients that come to the centers and receive valuable technical assistance to help</p>

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Exhibit C

Question	Response
<p>Describe the Center's outreach strategy including the steps taken to reach underserved businesses including minority, rural, and other hard-to reach business owners.</p>	<p>start and grow small businesses.</p> <p>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 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 SBDC 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</p>

Question	Response
	<p>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</p>

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EX-117-C

Question	Response
<p>Detail partnerships with community-based organizations and the roles that the partners play in expanding capacity, reach, locations, and in-language capabilities to underserved businesses. Be specific about the nature of the relationships including if there are MOUs or sub-contracts. Please note that a list of partners is not sufficient to receive full points, there must be detail about who the partners are, what they bring in terms of DEI, and the scope of their work under this TAP proposal. Describe counselors, facilitators, etc. that represent those being served.</p>	<p>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</p>
<p>Detail partnerships with community-based organizations and the roles that the partners play in expanding capacity, reach, locations, and in-language capabilities to underserved businesses. Be specific about the nature of the relationships including if there are MOUs or sub-contracts. Please note that a list of partners is not sufficient to receive full points, there must be detail about who the partners are, what they bring in terms of DEI, and the scope of their work under this TAP proposal. Describe counselors, facilitators, etc. that represent those being served.</p>	<p>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</p>

S-8214-CROED
Exhibit 5

Question	Response
	<p>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. The SBDC has issued a contract to the Small Business Diversity Network (SBDN) to focus on marketing, outreach and programming to the Asian population throughout Orange County. 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 a current affiliate partner contract with 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</p>

S-8214-CROED
Exhibit C

Question	Response
	<p>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 SBDC is working on a partnership and a possible affiliate contract with Barstow Community College, to offer services throughout the High Desert region. 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. The SBDC is</p>

Question	Response
	<p>currently partnering with the Desert Business Alliance and with additional funding will be contracting with the chamber to provide marketing, outreach and services to the LGBTQ community. With 40% of the OCIE SBDC region identifying as Hispanic, the network will expand its Spanish-language early start-up programming and consulting by adding a new SBDC center in 2024. The network currently has an open RFP available to an organization that focuses on Spanish-speaking immigrant communities. The partner that will come online in October 2023 will build start-up programming that is aimed at underserved communities in Riverside and San Bernardino counties. To date, the SBDC has partnered and has a contract with the Caravanserai Project, which is an organization in Palm Desert that provides technical assistance to Spanish-speaking clients. The Caravanserai Project receives Employee Training Panel (ETP) funding that allows the organization to both train and grant start-up funding to specific under-served communities and participants that are starting their business.</p>
<p>Include detailed budget breakdown.</p> <p>Justify the grant funding amount the Center is applying for. Discuss how the Center will leverage funds for maximum impact. Note that TAP is competitive and there is great need across the state. Be specific about why the Center requires the funding requested.</p>	<p>OCIE SBDC TAP 2324 Budget Template 071023.xlsx</p> <p>The Orange County Inland Empire SBDC Network is applying for \$2,500,000 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</p>

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xhibit c

Question	Response
	<p>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/TAP 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. The OCIE SBDC Network has utilized additional Go-Biz funding to create additional centers that focus on core aspects of a business. The network has stand-alone centers that create value and grow business after start-up. These centers include, the SBDC Finance Center, SBDC Global Trade Center, SBDC Center for Contracting and the SBDC Marketing Center. Rather than having one or two experts in a center, these specialty centers allow for a much deeper level of sophistication and are utilized throughout the network. This model has allowed the OCIE SBDC network to grow and reach additional businesses with services that better address the needs of an existing business.</p>
Describe how the Center will track allowable activities and expenditures.	<p>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)</p>

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Exhibit C

Question	Response
	<p>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</p>

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Question	Response
<p>Has the Center received special recognition from underserved business groups or for its 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 givenby (i.e., Assembly Member, federal partner, city, county, etc.)</p>	<p>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.</p> <p>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 was recognized by the city of Tustin as the 2023 Outstanding Economic Development Partner at the city's annual Business Recognition Luncheon. This award highlights a high-quality collaborative partnership between the CSUF SBDC and the city of Tustin and demonstrates effective work toward reaching the shared goal of supporting Tustin's small businesses. The OCIE SBDC network has played a pivotal role in facilitating the success of the partnership between the CSUF SBDC and Tustin. Through the network's all-encompassing support and resources, they have empowered small businesses within Tustin to achieve their goals and thrive. The OCIE SBDC Network has had two of its start-up programs recognized as the County program of the year. A start-up Spanish-language program was recognized in 2018 as the SBA program of the year. The award was in recognition of the work the program had</p>

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 Exhibit C

Question	Response
	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.
Did you submit a Letter of Intent (LOI)?	Yes
Date Submitted	2023-07-05
Are you an existing TAP2022 awardee?	Yes
Is the Center currently, at least, 40% spent down Year to Date (YTD) as of Quarter 2 of the TAP2022 performance period?	Yes
Geographic Area of Service	S-8214-CROED
Assembly District(s)	Exhibit C
Senate District(s)	
Number of Unique Clients Counseled	
Number of New Clients Counseled	
Number of Counseling Hours	
Number of New Businesses Started	
Number of Businesses Closed	
Number of Jobs Created (full and part-time)	
Number of Jobs Retained (full and part-time)	
Dollar Amount Increase in Sales	
Number of Contracts	
Dollar Amount of Contracts	
Number of Loans	
Dollar Amount of Loans (SBA loans and non-SBA loans)	

Question	Response
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.)	
Scope of Work	
If you are having difficulty uploading documents, please feel free to add a link to your files here.	https://www.dropbox.com/sc/fi/pht184y7hg615rgizdv9a/OCIE-SBDC-Local-Cash-Match-Form.xlsx?rkey=5no0yikilabsf2x45pn83g8u4&dl=0
If you are having difficulty uploading documents, please feel free to add a link to your files here.	https://www.dropbox.com/s/t1dg6uy9i0qerk2/std021%20-%20FE.pdf?dl=0
If you are having difficulty uploading documents, please feel free to add a link to your files here.	https://www.dropbox.com/sc/fi/4a4x848ft4y33px2vn6md/OCIE-SBDC-TAP-2023-24-Proposed-Centers-Services-and-Language-Access.xlsx?rkey=wxc1v5n4bjaty3sl45mx24mha&dl=0
By typing your name and signing below you are affirming that you are the Authorized Representative for the applying organization and that all information listed within this application and in the attached files is correct and complete to the fullest extent of your knowledge.	Trang Do
Sign Here	Sign Here

Exhibit C – Budget Detail

The following spreadsheet establishes the annual Small Business Technical Assistance Program budget for the RECIPIENT during the 2023/24 California Small Business Technical Assistance Program.



Technical Assistance Program (TAP) 2023/2024 Budget Request
Categorical Breakdown

Center Name	Personnel	Fringe	Contractual	Program Admin	Supplies	R&M	Center Total
1 CSUF - Lead, Traditional, Global Trade	\$ 750,421.29	\$ 102,993.57	\$ 125,000.00	\$ 44,949.10	\$ -	\$ 146,636.04	\$ 1,170,000.01
2 Marketing Center @ RSCCD	\$ 195,312.50	\$ 54,687.50	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
3 Inland Empire SBDC & Center for Contracting @ CSU	\$ 362,318.84	\$ 137,681.16	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
4 Coachella Valley SBDC @ RIVCO	\$ 130,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,000.00
5 LaunchPad SBDC @ OCTANE	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
6 Caravanserai Project SBDC	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00
7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Center Budget Per Category	\$ 1,638,052.63	\$ 295,362.23	\$ 125,000.00	\$ 44,949.10	\$ -	\$ 146,636.04	\$ 2,250,000.00

Exhibit D – 2023/2024 Program Announcement



California Office of the Small Business Advocate

Governor Gavin Newsom's Office of Business and Economic Development

2023/24 Technical Assistance Program

A grant program for small businesses technical assistance programs

Program Announcement

Opportunity Number: SBTAP2023

Total Program Funding: \$23 Million

Released:

June 15, 2023

Revised June 30, 2023¹

Proposals Due:

By 11:59:59 PM PDT on August 3, 2023

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.

¹ Change Notes

Page 17 | Added link to online application portal.

Page 20 | Removed underserved business group indicator for metric # 4, Number of Training Hours.

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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 help 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 2023/24 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 priority 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. It is CalOSBA's aim to embed TAP within the context of Executive Order N-16-22, which requires state agencies and departments to take additional actions to embed equity analysis and considerations in their mission, policies and practices.

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 businesses 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 programs, partnerships and collaborations to 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.

- "Authorized Representative" means the principal contact in the proposal and grant agreement.
- "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.
- "Disaster Impacted" means all territories included in a state or federal emergency declaration or proclamation.
- "Diversity, Equity, and Inclusion Action Plan" means a distinct and actionable strategy to provide technical assistance services to underrepresented individuals and business groups. Strategies should include achievable and measurable goals to reach desired markets.
- "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.
- "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.
- "Grant Period" means October 1, 2023 through September 30, 2024
- "Lead Center" means a Small Business Development Center (SBDC) Lead Center.
- "Local cash match" means nonfederal cash that is spent on eligible small business technical assistance program costs.

- “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.
- “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.
- “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.
- “New Client Served” means the number of new clients counseled and/or trained that has never received services from the Center.
- “Private funding source” means any entity that makes grants, and includes corporate or private philanthropy or similarly established nongovernmental entities. Private funding source does not include California State or local funding.
- “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. Rural areas can be identified with the U.S. Census Bureau’s [TIGERweb Decennial \(census.gov\)](https://tigerweb.decennial.census.gov) online map.
- “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 501(c)(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.
- “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.
- “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.
- “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.
- “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

member of the National Guard and were called to federal activity duty or disabled from a disease or injury that started or got worse 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; 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.

Funding and Duration

The 2023/24 grant period will commence on October 1, 2023 and end on September 30, 2024.

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 2023/24 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 2023/24 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, 2024) 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. [See cost policies sheet.](#)

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 indirect administrative or overhead expenses. Supplies or capital expenditures for general purpose equipment, including staff equipment such as laptops for staff, are unallowable.
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 - Limited and clearly justified travel expenses related to serving clients in 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.
7. Program Administration costs must be directly associated with the administration of the approved Scope of Work. Administrative costs must be fully justified and may not be indirect or overhead. Examples of allowable program administrative costs include staff or contractor time to conduct monitoring and evaluation, staff time to coordinate and oversee the program, staff or contractor time to develop a new program or curriculum, staff or contractor time to travel to rural areas. Pre-approved technology tools to support monitoring and evaluation are also allowable if justified in the grant application and SOW. Technology tool cost shall not exceed \$1,000. Program administration **does not** include indirect or overhead costs, travel unrelated to serving rural clients. All program related administrative costs must be thoroughly justified in the scope of work and pre-approved budget. All costs must be easily identifiable and itemizable with a clear connection to the administration and oversight of TAP.

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, **program administration, supplies, research and marketing are limited to a combined maximum of 20% of the total annual grant award**. Further, all spending on allowed program administration, research and/or marketing must be detailed, 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 serving rural clients
- Food and beverage
- Supplies not directly 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). Unallowable indirect and overhead costs include rent, insurance, indirect administrative costs that are not directly related to program administration, for example, indirect costs to a center host organization.
- 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. The fact that a cost requested in a budget is awarded, does not ensure a determination of allowability.

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 by a federal entity to provide small business technical assistance services (including federal pass-through funds to state and local entities (i.e., ARPA, MBDA SSBCI funds if proof of source is provided) 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. State funds are not eligible matches for this program. Local agreements are an eligible primary match source for this program only if derived from federal pass-through funds.
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 designated by a federal entity or private funding source to administer a small business technical assistance program in California OR a Letter of Intent/Funding Announcement from a funding source stating the Applicant will administer a small business technical assistance program in California by or starting on October 1, 2023. 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. Federal pass-through funding is accepted as long as the applicant can demonstrate through an active contract or letter from the funding entity that the funds are from a federal source. State and local funding is not an acceptable form of match, per statute.
4. Applicants must have a fiscal agent that is able to receive nonfederal funds and be authorized by a federal entity, or a registered 501(c)(3) or 501(c)(6) with a TAP program-aligned mission, to provide small business technical assistance.
5. SBTAP 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 source 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.

Application Types and Authorized Representatives

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

Individual Programs

Individual center applications are appropriate for applicants that operate one center under a single organization and fiscal authority with shared match agreement(s). The Authorized Representative is the Center itself. Please note that SBDCs must apply as network-based programs.

Group-Based Programs

Group-based programs consist of multiple Centers organized under a coordinating administrative or fiscal entity that serves as the Authorized Representative. Group-based programs consist of independent Centers organizing voluntarily. Each center applies with its own match agreement(s), proposal and budget. Centers within group agreements 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.

Network-Based Programs

Network-based programs consist of a group of Centers that operate under a single Fiscal Authority in a single match agreement(s). An example of a network program would be programs with a lead center and multiple satellite Centers, and/or programs operated by the five Small Business Development Center Networks. The Authorized Representative will be the coordinating administrative entity defined by the match agreement funder, for example the Small Business Administration (SBA).

All applications must be unique in their scope. If applications with duplicative scopes of work are received, only the application with the largest requested budget will be eligible for consideration. All other applications will be declined. If the applicant is uncertain which type of application they should submit, it is strongly recommended they speak with the CalOSBA Programs Team before submitting their application. Emails can be sent to SBTAEP@gobiz.ca.gov. Multiple individual applications received utilizing the same Fi\$Cal Authority may be combined by CalOSBA into a single group-based application, when deemed appropriate by the CalOSBA Programs Team. Final funding amounts are determined by CalOSBA, not the authorized representative.

Applicant and Agreement Responsibilities

The Authorized Representative will submit the Program application to CalOSBA, receive the Notice of Award, and enter into the 2023/24 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 and network agreements.

In addition, the Authorized Representative will serve as the principal contact with CalOSBA. 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, the Authorized Representative must provide CalOSBA with a written statement confirming they are acting on behalf of the Authorized Representative.

Notice of Intent to Award and Grant Agreement

Final award amounts for all grantees will be determined by [the application review process](#).

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.

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 with 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 cessation of operations by 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 source.

In the event of termination, the state will 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 source 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 online portal to CalOSBA Programs Team.

Authorized Representatives will receive separate email instructions for the online portal. A mandatory webinar training will be held no later than January 19, 2024.

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

Authorized Representatives will be required to submit quarterly performance and financial reports to the Grantee Portal within forty-five (45) calendar days of the completion of each quarter of the grant period. Performance reports (including narrative and metrics) are required even if the Authorized Representative will not be submitting an invoice for the reporting period.

CalOSBA may withhold payment if reports are not received or are deemed incomplete or inadequate. Any invoice submitted after the reporting deadline, without an authorized extension, will be rejected. 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:

- Actual funding expended
- Number of partnerships / collaborations
- Quarterly outcomes from the assistance provided including:
 - Number of Training Events
 - Number of Unique Clients Trained
 - Number of New Clients Trained
 - Number of Training Hours*
 - Number of Unique Clients Counseled*
 - Number of New Clients Counseled*
 - Number of Counseling Hours*
 - Number of New Businesses Started*
 - Number of Businesses Closed*
 - 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

Financial Report

Financial Report documentation should reflect itemized 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.) and hourly rates
- Description of non-labor expenditures
- Cost for client consulting, including hourly rates, benefit rates and number of hours worked
- Cost for client trainings
- Cost for supplies
- Cost for travel
- Cost for research
- Cost for marketing
- Cost for program administration

Upon submission of the invoice in the online portal, the 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, describe how the travel was critical to the Center's proposed geographic expansion to rural clients. If research costs were expensed, describe the type of research conducted and outcomes. In addition, 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. The Center will describe the action plan to spend awarded funds and meet metric goals (e.g., Center's marketing efforts will generate new client consultations, X number of trainings will be conducted in Q2, etc.) The Center must also provide confirmation that they are 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 four unique success stories per Center during the performance period. Success stories must be submitted quarterly unless well-justified (for example, Q1 for a new grantee). Success stories must be reported through the CalOSBA success story portal.

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 consultants 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 (5) business days before the program review.

CalOSBA reserves the right to conduct a minimum of one (1) site visit per grant award year for grantees under the Technical Assistance Program. The purpose of a site visit will ensure effective implementation and compliance of

the program. There are three key aspects that CalOSBA should inspect and observe which will include, but is not limited to, the following:

- Evaluation of the grantee's progress in achieving the stated objectives and outcomes outlined in their grant proposal. This includes assessing whether the technical assistance provided aligns with the identified needs and if it has resulted in tangible improvements or advancements.
- Examination of the grantee's financial management practices, ensuring that funds are being used appropriately and in accordance with the grant's guidelines. This involves reviewing financial records, expense reports, and receipts to verify compliance with budgetary restrictions. Moreover, CalOSBA will observe the grantee's documentation and reporting procedures to assess their ability to provide accurate and timely updates on the progress of their technical assistance efforts. This includes reviewing data, reports, and other relevant documentation to determine if the grantee is effectively tracking and measuring the impact of their activities.
- CalOSBA's site visit provides an opportunity for the analyst to engage with the grantee's staff and stakeholders, gaining insights into their perspectives on the effectiveness of the technical assistance received and identifying any challenges or barriers faced during implementation. By inspecting and observing these crucial elements, the grant program analyst can ensure accountability, transparency, and successful outcomes for the grantee and the program.

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.

Timeline

Pre-Bid Webinars

- Thursday, June 28, 2023 from 11:00 AM to 12:00 PM
 - [Click Here to register.](#)
- Thursday July 11, 2023 from 11:00 AM to 12:00 PM
 - [Click Here to register.](#)

June 15, 2023	Program Announcement Release and RFP period begins
June 28, 2023	Pre-Bid Webinar at 11:00 AM PDT Submit questions in advance to SBTAEP@gobiz.ca.gov
June 29, 2023	Deadline to submit optional Letter of Intent to apply. LOI should include applicant name, location, and approximate funding request. Email PDF on letterhead to SBTAEP@gobiz.ca.gov
June 30, 2023	Application portal available online. See "Application Instructions and Submission" for link.
July 11, 2023	Pre-Bid Webinar at 11:00 AM PDT Submit questions in advance to SBTAEP@gobiz.ca.gov
August 3, 2023	Grant application deadline Must submit online by 11:59:59 PM PDT

August 3 – August 31, 2023	Proposal review
September 1, 2023	Notice of Intent to Award sent via email
September 5 - 8, 2023	Follow up calls to Awardees (if needed)
September 6 – 15, 2023	Grant Agreements sent to Awardees
October 1, 2023	Grant program begins
September 30, 2024	Grant program ends

Application Instructions and Submission

All applications, with required attachments, must be submitted electronically using the CalOSBA online application portal. **The online application can be accessed [here](#).** Applications submitted via email or facsimile will not be reviewed or scored.

All applications must be submitted by the deadline (August 3, 2023 by 11:59:59 PM PDT) 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 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 Joy Nordby, Program Analyst, at joy.nordby@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 (if different from the Center) 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:

- 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). The agreement and/or contract number of the match award must be clearly indicated.
- Proposal Narrative. The Proposal Narrative responses will be entered directly into the online application portal with the following character limitations (including spaces): Individual applicants or centers within a group-based application will have 3,000 characters available for narrative questions worth 5 points and 5,000 characters available for narrative questions worth 10 points. Network-based applications will have 4,000 characters available for narrative questions worth 5 points and 7,500 characters available for narrative questions worth 10 points. Each center within a group application must complete a separate

and unique proposal narrative that is subject to the character limitations of an individual applicant. Narratives that exceed the allowed character count will not be reviewed beyond the allowed character limitation. It is not required that applicants utilize the total character count allotment. – [Download Template](#)

- Proposed Centers, Services, and Language Access – [Download Template](#)
- Budget Justification Spreadsheet. All costs must be directly related to program activities and should be explained within the template and itemized – [Download Template](#)
- Organizational Chart
- Local Cash Match Form – [Download Template](#)
- 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 STD.204 and STD.21 forms must be signed within two-weeks of each other.*

The following documents are optional:

- Letter of Intent – [Download Template](#)
- 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](#)

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 a Review Committee comprised of GO-Biz and CalOSBA panelists based the 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	35
Center Strategies & Organizational Capacity	10
Diversity Equity and Inclusion Action Plan	30
Financial Management Capability	20
Center Performance*	5
Bonus Points	7

Total Points Available: 107 points

*Up to 10 points may be deducted for poor past performance on a previous CalOSBA administered 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, communication deficiencies, late reporting submissions, inadequate reports with delinquent revisions.

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

List each center in your proposal including any sub-center or satellite locations, and list language services.

Proposed Metrics

Must be uploaded into the application portal. For current grantees or applicants that received a grant in the last three years: metric proposal in each “total” category should be equal to twice your YTD (Q2) 2022-23 performance or higher. Any reduction in metrics from your YTD performance must be justified in your proposed scope of work.

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

18. Additional Funds Raised (non-dilutive funding, grants, etc.)*

*Metric requires a goal/estimated number of businesses that will be served 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

The Proposal Narrative responses will be entered directly into the online application portal with the following character limitations (including spaces):

Individual Applications or Centers within a Group-Based Application:

- 3,000 characters available for narrative questions worth 5 points
- 5,000 characters available for narrative questions worth 10 points.

Network-based Applications:

- 4,000 characters available for narrative questions worth 5 points
- 7,500 characters available for narrative questions worth 10 points.

Each center within a group application must complete a separate and unique proposal narrative that is subject to the character limitations of an individual applicant. Narratives that exceed the allowed character count will not be reviewed beyond the allowed character limitation. It is not required that applicants utilize the total character count allotment.

The Proposal Narrative Template in Required/Supporting Documents can be used for proposal preparation.

Proposed Metrics & Scope of Work – 35 points

1. Past performance: Describe how the Center has previously supported small businesses with technical assistance and the impact of the previous or ongoing technical assistance programs. (5 points)
2. Scope of Work Design:
 - a. Explain the gaps in the Center's community and specific gaps that underserved businesses in the Center's community experience. (5 points)
 - b. Explain the Center's overall vision including how the Center will address the above-mentioned gaps. This should include a description of the Center's approach including the programs that will be implemented. For example, describe the small business and/or nonprofit training programs, consulting strategies, etc. (10 points)
 - c. Explain the Center's quantitative goals included in the metric proposal. For previous awardees: If any metric goals have been reduced from the previous year, explain why. (5 points)
 - d. Describe how this proposed Scope of Work will build on the base programming supported by the Center's match agreement. (5 points)
3. Match drawdown: Provide a plan of action indicating how the Center will draw down all federal or private funds available during the grant period using local cash match. In addition, if the federal or private award term period is set to expire prior to the end of the TAP2023 Program year (September

30, 2024), please indicate when the Center expects 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

4. Describe the Center's in-take methods including details of any strategies to ensure small businesses are appropriately onboarded. Include any strategies to ensure culturally sensitive and language inclusive onboarding approaches. (5 points)
5. 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 – 30 points

6. The Diversity, Equity, and Inclusion Action Plan should include actionable strategy and specific steps to diversify the client pool, provide culturally competent intake and ongoing support, and provide culturally competent and inclusive technical assistance to unserved, underserved, disinvested, and disadvantaged business groups. Include target populations and geographies (for example, rural businesses), in-language services, disparities addressed and associated data points. (10 points)
7. Describe the Center's outreach strategy including the steps taken to reach underserved businesses including minority, rural, and other hard-to reach business owners. (10 points)
8. Detail partnerships with community-based organizations and the roles that the partners play in expanding capacity, reach, locations, and in-language capabilities to underserved businesses. Be specific about the nature of the relationships including if there are MOUs or sub-contracts. Please note that a list of partners is not sufficient to receive full points, there must be detail about who the partners are, what they bring in terms of DEI, and the scope of their work under this TAP proposal. Describe counselors, facilitators, etc. that represent those being served. (10 points)

Financial Management – 20 points

9. Include detailed budget breakdown. All costs must be justified and allowable – see excel template. (10 points)
10. Justify the grant funding amount the Center is applying for. Discuss how the Center will leverage funds for maximum impact. Note that TAP is competitive and there is great need across the state. Be specific about why the Center requires the funding requested. (5 points)
11. Describe how the Center will track allowable activities and expenditures. (5 points)

Center Performance – 5 points

12. Existing Centers Only: Has the Center received special recognition from underserved business groups or for its 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

13. Complete and timely submission of [Letter of Intent to Apply](#) (optional but recommended). The Letter of Intent (LOI) should include applicant name, location, and approximate funding request. The LOI should be on letterhead and emailed to SBTAEP@gobiz.ca.gov in PDF format. (2 points)
14. For TAP Awarded Centers: Is the Center currently, at least, 40% spent down Year to Date (YTD) as of Quarter 2 of the TAP2022 performance period? (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 the Center's 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)

* Please note that there is a very strong preference for training and consulting that is completely free of charge to participants. Any low-cost training and/or consulting must be fully described and justified in your application and there must be a mechanism for participants to participate free of charge. CalOSBA reserves the right to require that low-cost training and/or consulting be made free.

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 sections 7920.000 – 7930.215.). 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 7922.000 to the extent applicable.

END EXHIBIT D

Exhibit E – Change Order Request Form

Overview

The Small Business Technical Assistance Program (TAP) provides annual grant funding for one-year grant periods. The RECIPIENT is expected to spend the 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 RECIPIENT 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:

- Network agreements 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. The AUTHORIZED REPRESENTATIVE will be required to include verification that the match agreement for each center will not be 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 research and marketing or supplies.
- Funds can only be redirected toward Program Administration if for the sole purpose of staff administrative time (i.e., monitoring and/or reporting time).
- Performance metric adjustments*
- Others as directed by GO-Biz and CalOSBA

*Metric goal adjustments are allowed but may not be requested beyond the Quarter 2 reporting deadline. The change order request template for metrics must be requested by the RECIPIENT via email to sbtaep@gobiz.ca.gov and copy Program Analyst, Joy Nordby, at Joy.Nordby@gobiz.ca.gov, with the subject line “Grant Agreement #_ Metric COR Template Request”. Any requests submitted after the Quarter 2 reporting deadline will not be allowed. Metric revisions are subject to CalOSBA review of past performance and an analysis of funds spent to metrics obtained ratios.

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 Analyst, Joy Nordby, at Joy.Nordby@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 Grant Programs Supervisor 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. The RECIPIENT is expected to spend the 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 2023/24 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 Analyst, Joy Nordby, at Joy.Nordby@gobiz.ca.gov, with the subject line, “Grant Agreement #_No-Cost Term Extension Request” no later than November 15, 2024. Requests submitted after November 15, 2024 will not be reviewed and the grantee will forfeit any awarded funds unutilized by the performance period end date.

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 [Analyst Joy Nordby](#) at Joy.Nordby@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

GOBiz TAP Narrative and Success Story 2023/2024

Reminders: Times New Roman, 12-point font, paragraph not bullet point, descriptive as to what was accomplished/achieved in the reporting quarter. Do not include metrics/numbers as this is network reported not center specific.

Center Name: _____

Performance Narrative

(Do not include numbers or metrics specific to the center, paragraph not bullet form, need specific details not generalizations; a few paragraphs as long as they are detailed is great)

1. The performance narrative must describe the expansion work performed and justify the cost categories invoiced. The narrative should include targeted outreach efforts to proposed underserved communities, and trainings planned or offered.
2. Strategic Partnerships / Collaboration: Provide an active list of strategic partnerships with the Center. 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. 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.)
3. Expansion 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.
4. If applicable, Challenges the center faced

Underperformance Narrative (if you are below 15%, 35%, 65% and 100% spenddown by quarter)

The underperformance narrative must include an action plan for improvement. The Center must describe the work plan to spend the funds and meet its performance metric goals (e.g., center's marketing efforts will generate new client consultation, new partnership and referral program with x organization, etc.). The Center must confirm that it is on track to meet goals and spend down funds.

GOBiz Success Story Template 2023/2024

Center Name:

CIP or TAP:

Neoserra ID:

Business Name:

Consultant Name:

Assembly District and Name:

Senate District and Name:

Business Address

County:

Please indicate all that apply:

Women owned, Black, Asian, Native American, Native Hawaiian, Latino/Hispanic, Veteran, Low-Wealth, Rural

Media Release on file (Y/N)

Introduction – What does the business do and how it started?

Small Business Owner Name:

What inspired the owner to start a business?

Share a brief testimonial or quote from the business owner about their experience.

What challenge did the SBDC help the business owner overcome?

How did the SBDC positively impact the business owners outcomes?

What did the owner feel was most important part of the assistance received (training, consulting, etc)?

Small Business website:

Google Link to Logo:

Google Link to Photos:

Instructions for GOBiz CIP and TAP Invoice and Reporting Packages

- 1 CIP and TAP Submissions are due within 20 days upon close of the quarter
- 2 Submissions must be complete per the below list and emailed to Jessica Juarez and Katrina Smith
- 3 Complete invoice submissions include
 - CIP:
 - CIP Cumulative Tab completed
 - Correct Invoice Tab Completed (Q1, Q2, Q3 etc)
 - Invoice workbook via excel
 - CIP Invoice (correct tab) in PDF form signed by Director
 - Host institution Invoice matching the amount
 - General Ledger matching the amount
 - Quarterly Narrative in Word Document (NOT PDF)
 - Success Story in Word Document (NOT PDF)
 - Underperformance statement if spenddown is not 15%, 35%, 65% and 100% respectively by quarter
 - TAP:
 - TAP Cumulative Tab Completed
 - Correct Invoice Tab Completed (Q1, Q2, Q3 etc)
 - Invoice workbook via excel
 - TAP Invoice (correct tab) in PDF form signed by Director
 - Host institution Invoice matching the amount
 - General Ledger matching the amount
 - Quarterly Narrative in Word Document (NOT PDF)
 - Success Story in Word Document (NOT PDF)
 - Underperformance statement if spenddown is not 15%, 35%, 65% and 100% respectively by quarter
- 4 Narratives and Success stories MUST follow the word document template, be thorough, detailed, and descriptive regarding what was done during the reporting quarter
 - Must be submitted in WORD using Times New Roman 12 point font
- 5 Success Stories
 - Must be 1 unique story per quarter. One for CIP every quarter, One for TAP every quarter
 - Cannot use the same client twice per program year
 - Example: Cannot use Client A for CIP quarter 1 and Client A again for TAP quarter 4
- 6 Additional Notes
 - Extensions must be requested 5 business days prior to the deadline and are not guaranteed to be granted
 - Late Submissions without an approved extension risk not being reimbursed
 - Incomplete but on time submissions also risk not being reimbursed
 - If the center is not at 35% spenddown on either GoBiz Award by end of Q2, the center will receive an amendment to reduce their award which will be reallocated to other centers

CIP Invoice Report

Grantee Name: _____	Prepared By: _____
Grant Agreement #: _____	Year: 2023-2024
Quarter: _____	
Total Award: _____	

Ledger Number:		
Cost Categories		
	CIP Budget	Current Expenditures
		Previous Expenditures
		Year to Date Expenditures
		Unexpended Balance
Personnel A		0.00
Fringe Benefits B		0.00
Consultants (Advising) C		0.00
Grand Total	0.00	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

<i>Signature of Signature Authority/ Authorized Designee</i> (as authorized in Resolution, Letter of Commitment, or Letter of Designation)	<i>Date</i>
<i>Printed Name</i>	<i>Title</i>

CIP GRANTEE INVOICE

S-8214-CROED
Exhibit D

Center Name:					DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:				Q1	
Year:				2023-2024	
Total Award:					

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total						0	\$ -

CIP GRANTEE INVOICE

S-8214-CROED
Exhibit D

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q2	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

CIP GRANTEE INVOICE

S-8214-CROED
Exhibit D

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q3	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total						0	\$ -

CIP GRANTEE INVOICE

S-8214-CROED
Exhibit D

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q4	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

TAP Invoice Report

Grantee Name: _____	Prepared By: _____
Grant Agreement #: _____	Year: 2023-2024
Quarter: _____	
Total Award: _____	

Ledger Number:		
Cost Categories	TAEP Budget	Current Expenditures
Personnel A	0.00	0.00
Fringe Benefits B	0.00	0.00
Consultants(Advising + Training) C	0.00	0.00
Grand Total	0.00	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. □

Signature of Signature Authority/ Authorized Designee (as authorized in Resolution, Letter of Commitment, or Letter of Designation)	Date
Printed Name	Title

TAP GRANTEE INVOICE

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q1	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

TAP GRANTEE INVOICE

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q2	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

TAP GRANTEE INVOICE

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q3	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -

TAP GRANTEE INVOICE

Center Name:				DUE WITHIN 20 DAYS OF CLOSE OF THE QUARTER
Quarter:			Q4	
Year:			2023-2024	
Total Award:				

INVOICE

Allowable Activity:	Expenditure Type:		FULL Name and Title	Month(s) when Incurred	Total Hours	Fully Benefited Rate	Expenses Incurred This Period
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Training or Consulting	Staff Wages & Fringe					\$ -	\$ -
Average Hourly Rate						\$ -	
Grand Total					0		\$ -