



Request for Proposal and Qualification (RFP)

No. 1415-144

**Host Services for the Imperial Valley Small
Business Development Center**

Proposal Due Date

Monday, November 03, 2014

At 2:00 PM

**Procurement, Central Services and Risk
Management**

900 Otay Lakes Road, Room 1651

Chula Vista, CA 91910

Table of Contents

Notice to Proposers.....	4
RFP No. 1415 - 144 SCHEDULE	5
1. DISTRICTS OVERVIEW AND INFORMATION.....	7
2. REASONS FOR CONSIDERING THIS SOLICITATION.....	8
3. BACKGROUND INFORMATION	9
4. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS.....	15
PURPOSE OF RFP	14
PROPOSAL QUESTIONS.....	14
PROPOSAL SUBMISSION.....	15
A. General Information.....	15
B. Mandatory Responses.....	15
C. Cash and In-Kind Match Certification.....	16
D. Organizational Chart and Resume(s)	16
E. General Terms and Conditions.....	15
F. References.....	15
G. Addenda Acknowledgement	15
H. Board Resolution and Minutes.....	16
I. Appendices	15
RESPONSIBLE PROPOSAL.....	16
RIGHT TO REJECT	16
MODIFICATIONS TO PROPOSALS	17
APPLICABLE FEDERAL REFERENCE MATERIAL	17
PROPRIETARY INFORMATION	17
ORDINANCES, LAWS AND REGULATIONS.....	18
WITHDRAWAL OF PROPOSALS.....	18
IRREVOCABLE OFFER	18
COST OF PREPARING PROPOSALS	18
COMPLETION OF PROPOSALS	18
EXAMINATION OF CONTRACT DOCUMENT	18
ERROR IN PROPOSAL	20

INTERVIEWS.....	19
AWARD WITHOUT DISCUSSION	19
DURATION OF CONTRACT AND RENEWAL OPTION	20
INDEPENDENT COMPANY/ORGANIZATION STATUS	20
DISTRICT MODIFICATIONS TO PROPOSALS	19
NEGOTIATION.....	20
AWARD OF CONTRACT	20
FINAL CONTRACT.....	20
NON-COLLUSION DECLARATION	20
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT	20
PROHIBITED INTEREST.....	20
QUALITY OF WORK.....	21
QUALITY OF PERSONNEL ASSIGNED TO THE WORK.....	21
PROPOSER CONDUCT	21
5. SPECIAL REQUIREMENTS.....	22
6. SCOPE OF SERVICES.....	25
7. SELECTION PROCESS AND EVALUATION CRITERIA.....	29
PROPOSAL FORM A General Information	37
PROPOSAL FORM B Mandatory Responses	39
PROPOSAL FORM C Cash and In-Kind Match Certification	45
PROPOSAL FORM D Proposed Organizational Chart and Resume(s).....	46
PROPOSAL FORM E General Terms and Conditions	46
PROPOSAL FORM F References.....	48
PROPOSAL FORM G Addenda Acknowledgement	49
PROPOSAL FORM H Board Resolution and Minutes	50
APPENDIX A Non-Collusion Declaration	51
APPENDIX B Equal Opportunity Affirmative Action Statement	52
APPENDIX C Contractor's Certificate Regarding Worker's Compensation	53
APPENDIX D Sample Agreement	54
APPENDIX E Submission Checklist.....	45

Notice to Proposers

Request for Proposal (RFP) No. 1415-144

Host Services for the Imperial Valley Small Business Development Center

Notice is hereby given by the Southwestern Community College District (SCCD) of San Diego County, California, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than 2:00 PM on Monday, November 3, 2014, responses to this Request for Proposal (RFP) for Host Services for the Imperial Valley Small Business Development Center for the Southwestern Community College District.

The SCCD, regional host for the San Diego and Imperial Small Business Development Center Network (Network), is seeking proposals from qualified applicant organizations to be a host of the Imperial Valley Small Business Development Center (IVSBDC), serving Imperial County. The IVSBDC delivers defined business development support services to established and emerging businesses.

Responses shall be received in the Office of Procurement, Central Services & Risk Management, Room 1651 located at 900 Otay Lakes Road, Chula Vista, CA 91910, on the date and at the time stated above.

All responses to this RFP shall conform and be responsive to the RFP, including its attachments/addenda.

All interested Firms may request a copy of this RFP by e-mailing purchasing@swccd.edu, calling 619-482-6481 or by visiting the District's web-site at www.swccd.edu/procurement. Any requests for information may be directed to Priya Jerome, Director of Procurement, Central Services & Risk Management by e-mailing purchasing@swccd.edu no later than **2:00PM on Friday, October 17, 2014**.

Melinda Nish, Ed.D.
Secretary of the Governing Board
Southwestern Community College District
of San Diego, California

RFP No. 1415-144 SCHEDULE

Date of Issue	Tuesday, September 30, 2014
Advertisement Dates	September 12, 2014 September 19, 2014 October 3, 2014
Publication	Daily Transcript Union Tribune La Prensa Imperial Valley Press
Document Available	September 30, 2014
Request for Information (RFI)	October 17, 2014 by 2:00 PM
Pre-Proposal Meeting	October 21, 2014 2:00 PM to 3:00 PM
District Responses to RFI	October 24, 2014
Due Date	November 3, 2014 by 2:00 PM
Interview/Presentations	November 14, 2014 10:00 AM to 6:00 PM
Negotiations (if required)	November 18, 2014 10:00 AM to 2:00 PM
Anticipated Governing Board Approval	December 10, 2014

The District reserves the right to alter the timeline with notification to Proposers according to its needs.

1. DISTRICTS OVERVIEW AND INTRODUCTION

Purpose

The San Diego & Imperial Small Business Development Center Network (Network) creates a positive and measurable impact on the formation, growth, and sustainability of San Diego and Imperial County's small businesses by providing entrepreneurs with expert guidance and a comprehensive network of resources. To accomplish this objective, and meet the specialized and complex needs of the increasingly diverse small business community, the IVSBDC Network creates a broad-based system of assistance by linking the resources of the federal, state and local government with the resources and knowledge of institutions of higher education, regional and local economic development organizations and, where appropriate, the private sector.

The IVSBDC Network is designated as San Diego and Imperial's principal provider of small business assistance. In partnership with federal, state, local and host partners, the IVSBDC Network helps develop and deploy small business development services, including offering entrepreneurial and small business development education; providing one-on-one professional business management consultation, and providing business information and research services that enhance the economic success of its small business clients and achieving the economic development goals and objectives of its federal, state and regional economies.

The San Diego and Imperial Valley Small Business Development Center Network (IVSBDC Network) Office is the regional host for the IVSBDC. The Network has a number of important characteristics that are defined by regulation, policy and strategy. A few of the more important characteristics are highlighted below:

Partnership Model

The IVSBDC Network is a shared partnership between its various vested partners. The partnership concept stresses the equal participation in the strategic design, operation, and delivery of service. Shared financial partnering is specifically defined as a key characteristic. Hosts are expected to significantly contribute, actively seek, and leverage funding to meet and exceed the match requirement to support services and create lasting positive economic impact.

[Note that the term "partnership" does not mean the creation of a legal entity partnership, but rather the creation of a relationship that is characterized by mutual cooperation and responsibility for the achievement of a common goal formalized by contract.]

Target Markets

The IVSBDC Network focuses the majority of its services assessing, assisting, and accelerating the high-growth potential of established and emerging businesses while contributing to the basic needs of aspiring entrepreneurs and start-ups. The IVSBDC Network serves the needs of aspiring entrepreneurs and start-up businesses but does so through efficiencies in service delivery, publications, on-line resources and strategic partnerships with other appropriate service providers. To accomplish this objective, the IVSBDC Network has defined target market segments and targeted service delivery goals.

Service Needs

The IVSBDC Network serves the unique, diverse and complex needs of San Diego and Imperial Counties small business communities. To understand and design services and products to meet those needs, the IVSBDC Network continually assesses the challenges and issues faced by San Diego and Imperial Valley small business owners and designs services and products to meet their needs.

Results and Impact.

The IVSBDC Network conducts short- and long-term planning, performance and strategic based budgeting, and assigns accountability measured by achievement of goal activities (outputs) and actual results achieved (outcomes) that our stakeholders expect. IVSBDC Network regional offices are expected to provide in-depth, substantive, long-term, outcome-oriented one-to-one consulting resulting in substantial economic impact for the communities they serve.

2. REASONS FOR CONSIDERING THIS SOLICITATION

Established in 1976, the SBDC program, the cornerstone program of the U.S. Small Business Administration, is the largest federally-designated technical assistance program focused on supporting startup and growing small businesses in all fifty states and U.S. territories. Complemented by its Procurement and Technical Assistance Center (PTAC) program, and periodically other funded programs, the IVSBDC Network offers a suite of services to San Diego and Imperial Valley's small business community.

IVSBDC Network programs and services provide direct and measurable economic benefits to the communities they serve. Becoming a partner of the IVSBDC Network

leads to new partnership opportunities with the broader academic, business, and economic development community; infusion and leverage of funding for business and community outreach service activities; access to corporate sponsorship opportunities; access to specific resources including a proprietary client and economic impact tracking system, proprietary and complimentary industry research tools and experts, other IVSBDC only funding opportunities, and increased visibility within the local business community.

3. BACKGROUND INFORMATION

San Diego and Imperial Valley SBDC Network

The San Diego and Imperial Valley SBDC Network was established in 2003, when California separated into six (6) regions. The Network is composed of three (3) Centers: One located in Oceanside, one in National City, and one in El Centro. In 2013, the Network served 2,029 distinct consulting clients, and 5,157 training participants. The Network also has two outreach locations 1) San Diego (PTAC) in Mission Valley, and 2) Action San Diego. Twenty-six (26) staff members provide services to Network clients.

Some highlights of the Network's activities include:

1. Partnership with the Small Business Administration District Office to deliver Export Trade and Access to Capital workshops in San Diego and Imperial Counties.
2. Provided business advising to 1,086 clients, 5% more than the same period in 2013.
3. San Diego and Imperial Valley clients obtained \$30M in debt/equity capital in 2013, which is 5 times the amount in previous years.
4. The Slingshot Program was started in 2013 to assist businesses with obtaining funding.
5. A new partnership was started in 2014 with the CDC Small Business Finance Corporation to review loan applicant's business plans.
6. Implemented a strategic plan to accomplish negotiated goals and improve the operation and performance of the Network.

IVSBDC Regional Office

The IVSBDC Regional Office is located in the City of National City in San Diego County, California. The Regional Office has primary responsibility and authority for providing leadership, management, coordination and administrative direction for the regional program.

The Regional Director provides leadership and support that enables the consortium of partners comprising the network to achieve its purpose. The Regional Office is comprised of a support team staffed with complementary skills that generate synergy through a coordinated effort which allows each member to maximize his/her strengths and contribute to the network's success. The Regional Office Team is led by key positions:

Regional Director – acts as Chief Executive for the Network and is primarily responsible for strategic partnering and facilitating organizational planning, direction and investment at the discretion of its investors and key stakeholders.

Associate Regional Director – acts as Chief Operating Officer/Chief Financial Officer for the Network and is primarily responsible for the daily operation of the Network, including the development, design, operation, and improvement of the organization. Other high-level responsibilities include:

- a. At the direction of the Regional Director, appropriating limited resources to the most productive uses with the aim of creating maximum value for the network's stakeholders.
- b. Developing and cascading the organization's strategy/mission statement to the lower-ranking staff, and implementing appropriate rewards/recognition and coaching/corrective practices to align personnel with organizational goals.
- c. Planning by prioritizing customer, employee and organizational requirements.
- d. Maintaining and monitoring workforce and competency needs.
- e. Communicating expectations and appropriate motivation to fulfill organizational requirements.
- f. Driving performance measures for the optimal operation (including a consideration of efficiency versus effectiveness), often in the form of dashboards convenient for review of high level key indicators.
- g. Statewide budget and contract administration.
- h. Pre-Award: Proposal preparation, budgeting, match requirements, indirect rates (F&A).
- i. Post-Award: contracts, accounting requirements, fiscal relationships, budget modifications, financial reporting, required supporting

documentation, year-end budget close-out.

- j. Internal department budget oversight.
- k. Annual Quality Improvement Program (QIP) financial reviews and coordination of financial examinations by funding agencies.
- l. Business Advisors are used periodically to fill special needs of the Network.

Network Structure

The IVSBDC structure of service locations is designed to assure delivery of services throughout all counties in San Diego and Imperial Valley. It is the goal of the Network that existing or prospective customers do not have to travel more than one hour to receive Network services. Centers generally meet this standard by placing satellite centers or outreach locations in major population areas; utilizing circuit-riding consultants; meeting clients at their place of business or using electronic communication technologies to deliver services.

Strategic Plan

The Network has a systematic and inclusive strategic planning process that ensures contribution and representation of key stakeholders internal and external to the organization. Through the Network's centers, the process explicitly solicits input from its entire workforce (administrative, professional, managerial and leadership personnel) in the planning process.

In 2013, during our first planning meeting, Network management and staff came up with several goals that were honed over a period of three (3) months resulting in the following:

- Goal 1: Achieve or exceed negotiated SBA goals
- Goal 2: Realign client focus to meet SBA goals
- Goal 3: Establish stable solid funding for the Network
- Goal 4: Increase brand awareness
- Goal 5: Continuous quality improvement
- Goal 6: Align programs throughout the Network
- Goal 7: Strengthen strategic partnerships

Market Focus

The IVSBDC has assessed that there is direct correlation between who it serves (market segment) and the impact its services have on job creation, raising capital, and launching businesses. The Network has concluded that existing Micro Businesses and small and mid-size Enterprises (SME's) offer the greatest potential for overall economic growth and the greatest assessed need for business development services. Consequently, the Network plans to focus the majority of its high-end, professional business development consulting and education services serving the business needs of these two market segments.

Pre-Venture Individuals

Defined as individuals exploring business feasibility and seeking assistance with the establishment of a new business. These individuals have no employees, no sales and have not secured financing for their new venture.

In Business

The following three market segments are defined as being "in-business." In-business (or established) is defined as an entity that:

- a. Has documented a transaction from the sale of a product or professional or personal service for the purpose of gain or profit.
- b. Has contracted for or compensated an employee(s) or independent contractor(s) to perform essential business functions.
- c. Has acquired debt or equity capital to pursue business operations (e.g., to purchase inventory, etc.).
- d. Has incurred business expenses in the operation of a business.

While not specifically identified as a market segment, Network offices may also serve economic and community development organizations, government agencies, trade associations, educational institutions, and not-for-profit organizations which are interested in creating and retaining jobs, wealth and sustainable communities. Service delivery to such organizations is on a case-by-case basis and must not comprise a material proportion of overall direct service delivery.

Services

Numerous educational, for-profit, and non-profit organizations throughout the San Diego and Imperial Counties market offer business development consulting, education, and information services targeted to serve the needs of emerging and growth businesses. However, none can demonstrate to offer the high-level competency and validated economic impact delivered by the Network.

Legislation establishing and supporting the Network outlines the type and scope of services it must provide. However, for planning and management purposes, the Network has defined its primary services to include:

- a. Consultation Services - One-on-one, confidential business development consulting
- b. Educational Services - Entrepreneurial, business and management development training
- C. Information Services - Access to business information, data and research

When deployed appropriately these services have a significant effect on local, regional and state economies. Further, it has been determined that the more direct the service is to the individual customer, the closer the connection between the deliverable and the credibility (attribution) to any economic return (result). Accordingly, it is the strategic objective that the Network allocates the vast majority of its resources to its business development consulting services, while addressing the educational (training) and informational (research) needs of all its client market segments as complimentary services.

Consulting Services

The principle service provided by the Network is confidential, individualized, no-cost professional business consulting. Consulting is substantive advice, guidance or instruction delivered to a person or business entity concerning the formation, management, financing and operation of a small business enterprise. The Network focuses its consulting services into specific areas of small business need. See SECTION 6, SCOPE OF WORK for an expanded explanation of these specific areas of focus.

Educational Services

According to Bureau of Labor Statistics data, 51 percent of establishments fail in 5 years. There are a number of uncontrollable reasons businesses can fail: recessions, competition, loss of market, etc. However, most business failures can be contributed to a lack or gap of knowledge by key management.

All Network SBDC's assess entrepreneur and business owner/manager educational needs and deliver training programs that meet these local market needs and facilitate business knowledge development.

Whenever and wherever possible, the Network utilizes strategic partnerships, including host organizations and other resource partners, to deliver program offerings. The goal of these programs is to help both existing and aspiring business owners acquire the knowledge and skill development they need to better manage their business and achieve real, measurable results (e.g. successful business launch, purposeful growth, long-term survival, etc.). Further, effective training programs will help better educate and prepare a business owner making them a more viable client for higher cost (consulting) services thus enhancing organizational efficiency and effectiveness, i.e. higher ROI. Therefore, it is the strategic objective of the Network to develop and offer educational services that accomplish these two objectives.

Information Services

The disparity in the affordability and access to quality business information and data between small and big businesses is well established. Unlike their large counterparts, small businesses, more often than not, lack the in-house expertise, the human capacity, and the financial resources to access information and data about competitors, markets, or economic trends. The Network tries to decrease this disparity by making available relevant business information and data, and professional guidance and advice, to existing and aspiring small business owners. While this may be a function within a consulting engagement, the Network also provides general (non-consulting) guidance and access to electronic and hard copy information and data resources of value to existing and aspiring small business owners.

Results

Some of the accomplishments of the Network, over the past year, offer some helpful benchmarks to help guide our future:

- Assisted clients in obtaining \$30M in capital infusion
- Conducted 270 training events
- 1,385 of training attendees are currently in business
- 214 people with disabilities
- 463 veterans trained

There were a number of accomplishments during a year when funding was dramatically reduced from prior years. Execution of the strategy presented in this document will allow the Network to greatly increase its accomplishments and provide even better service to clients.

Other Clarifications

Applicants should note that the Network is not a social, entitlement or workforce development program. The IVSBDC business model is to serve small business owners. The IVSBDC serves both established and aspiring businesses.

4. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFP

The Southwestern Community College District (District), regional host for the San Diego and Imperial Valley Small Business Development Center Network, is seeking proposals from qualified applicant organizations to Host the Imperial Valley Small Business Development Center (IVSBDC), serving Imperial County. The IVSBDC delivers defined business development support services to established and emerging businesses. This RFP outlines the strategic focus of the IVSBDC and annual contracts specify service deliverables and scope of work expected from a host.

The entirety of this RFP documents sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

PROPOSAL QUESTIONS

All questions regarding this RFP should be sent, via e-mail to Priya Jerome, Director of Procurement, Central Services & Risk Management at purchasing@swccd.edu

Questions will only be accepted until Friday, October 17, 2014 no later than 2:00PM. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 1415-144. No direct responses will be sent to the company/company/organization asking the question. Questions we feel need to be responded, will be answered in the form of an addendum and sent to all potential respondents on/about 4:00PM on Friday, October 24, 2014. All addendums to this RFP will be posted on the District's web site.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following two ways: (1) via email submission **and** (2) hard copy. **Both must be received by the deadline set forth above.**

- (1) **For Email Submission:** Proposals are to be submitted, via e-mail, to the Purchasing Department no later than **2:00PM on Monday, November 3, 2014.**

Submit Proposal to: purchasing@swccd.edu

The Proposal must be emailed to the address above as an attachment in Word, PDF, or Excel format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFP No. 1415 –144 ("Email 1 of XX" if more than one)".

- (2) **For Hard Copy Submission:**

Proposer must submit one (1) original and three (3) copies of the proposal, in a 3-ring binder, with tabs and one (1) USB Flash Drive with the proposal saved on it. Emphasis should be on completeness and clarity of contents. Proposals should be in 12-point type and not exceed thirty (30) pages in length, excluding numerical analyses, Proposal Forms: A, C, D, E, F, G & H and all Appendices A through E. Proposals submitted in response to this RFP shall be in the following order and shall include:

- A. **General Information** - Provide a cover letter per the requirements of PROPOSAL FORM A.
- B. **Mandatory Responses** - Provide answers to the questions in all Sections of PROPOSAL FORM B. Responses to the questions in this section has a combined 30 pages limit and must be in 12-point font size.
- C. **Cash and In-Kind Match Certification** – PROPOSAL FORM C.
- D. **Organizational Chart and Resume(s)** - PROPOSAL FORM D
- E. **General Terms and Conditions** – PROPOSAL FORM E.
- F. **References** – Provide three (3) recent references using the format outlined in PROPOSAL FORM F.
- G. **Addenda Acknowledgement** – PROPOSAL FORM G
- H. **Board Resolution/Minutes** - PROPOSAL FORM H Provide an executed resolution or approved minutes signed by the board of directors or board or body of the local governing entity of the applicant organization. If the bidder is a local governmental body and resolutions or minutes are not signed by the governing

body, then an authorized representative must submit a signed resolution or minutes.

I. Appendices

- A. Non-collusion Declaration – Must be notarized
- B. Equal Opportunity Affirmative Action Statement
- C. Company/organization's Certificate Regarding Worker's Compensation
- D. Sample Agreement/Contract (For reference only).
- E. Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

This proposal package should be enclosed in a sealed envelope bearing the name of the Proposer and RFP No. 1415-144 clearly marked. All proposals must be received on or before the above mentioned due date and time of **Monday, November 3, 2014 at 2:00 PM**. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: Priya Jerome, Director of Procurement, Central Services & Risk Management
Director of Procurement, Central Services and Risk Management
900 Otay Lakes Road, Room 1651
Chula Vista, CA 91910
(Room 1651 is located in the back of Parking Lot D)

RESPONSIBLE PROPOSAL

Only proposals submitted by Proposers with the relevant experience, qualifications and capacity to meet the needs of District will be accepted. A "responsible proposer" is a Company/organization who has the financial resources, personnel, facilities, integrity, and overall capacity to complete the contract successfully. A "responsible proposal" is a proposal which meets all of the terms, conditions, and specifications of the Request for Proposal.

RIGHT TO REJECT

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Proposal. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer's

qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFP due date and time has passed.

APPLICABLE FEDERAL REFERENCE MATERIALS

As participants in a grant program of the SBA, IVSBDCs shall be familiar with overarching Administration goals and requirements. Reference materials that may be helpful for the applicant include the following:

1. 2015 SBDC Program Announcement: please see <http://www.sba.gov/sites/default/files/files/FINAL%202015%20PA.pdf>
2. USC, CFR and OMB Circulars: A copy of current circulars is available at <http://www.xmarks.com/site/www.whitehouse.gov/WH/EOP/OMB/html/circular.html> Applicable references include the following:
 - 2 CFR Part 220 "Cost Principles for Educational Organizations" (OMB Circular A-21)
 - 2 CFR Part 215 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" (OMB Circular A-110)
 - 2 CFR Part 230 "Cost Principles for Non-Profit Organizations" (OMB Circular A-122)
 - 13 CFR Part 143 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (OMB Circular A-102)
 - 29 CFR Part 99 "Audit of State, Local, and Non-Profit Organizations" (OMB Circular A-133)
 - Section 21 of the Small Business Act, 15 U.S.C. 648

PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing@swccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "your company name/withdrawal of RFP No.1415-144. No proposal may be withdrawn or modified after the deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of ninety (90) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine the contents of this RFP. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the company/organization from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFP is discovered, then the Proposer shall immediately notify the District of the error in writing

and request modification or clarification of the document. All requests for clarifications shall be sent to the Director of Procurement, Central Services and Risk Management by email.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal and requires correction of the errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions.

INTERVIEWS

Proposers will be required to make one or more oral and visual presentations to the review committee at the date identified in the RFP schedule. The District will schedule the date, time and location for any presentations as requested. Oral presentations will be evaluated and may be subjected to the selection criteria.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

DURATION OF CONTRACT AND RENEWAL OPTION

The contract between the District and the successful applicant is expected to begin upon the date the contract is fully executed between the two parties or January 1, 2015, whichever is later, and terminate on December 31, 2015.

The District may renew the contract with a successful applicant at the end of the contract term, providing funding to do so is appropriated for this purpose in subsequent Federal budgets. Contract renewals are assessed annually to ensure the host partner (contractor) performed satisfactorily and complied with the regulations, guidelines, and policies governing the IVSBDC.

INDEPENDENT COMPANY/ORGANIZATION STATUS

It is expressly understood that the company/organization named in any contract entered into by the District is acting as an "independent company/organization" and not as an agent or employee of the District.

DISTRICT MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by the District. All Addenda issued to this RFP will be posted to the District web site at www.swccd.edu/procurement. Addenda will also be e-mailed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection,**

Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. (Proposal Form G)

NEGOTIATION

District reserves the right to negotiate the final pricing before award of business.

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on December 10, 2014. The award will be made to one responsible company/organization judged to offer the most advantages for the District. At the time of the formal award, the apparent successful company/organization must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between District and the Proposer.
- B. The Proposer's proposal in total, including all addenda and attachments;
- C. This RFP as originally released, with Appendices and any addenda released prior to proposal opening.

All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by

the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFP to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this contract. The District may require a Department of Justice (DOJ) background screening for the personnel assigned to this contract.

PROPOSER CONDUCT

During the RFP window (from release of this RFP to final award), proposer is not permitted to contact any District employees or members of the Governing Board unless at the request of District's designated contact person (Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

5. SPECIAL REQUIREMENTS

Funding Opportunity Title:

Imperial Valley Small Business Development Center (IVSBDC).

Funding Opportunity Number: Program Announcement # 2014-IN-01

Funding Instrument: Matching Grant Contract

Funding: Funding is for calendar year 2015

Award Amount/Funding Range:

This Request for Proposal (RFP) does not constitute a guarantee or commitment by the District or any of its agents or funding partners, to enter into a grant contract with any

organization. Awards granted may be for an amount different than the requested or identified amount. Final funding amounts will be dependent on the number and amount of proposals received and awarded, and the amount of federal and state program funding available.

Federal funding is appropriated by the U.S. Congress. Program funding is subject to final appropriation in any given fiscal year.

The recipient applicant receiving a Matching Grant Contract is required to match, at a minimum, award funding with minimum of 100% cash match (\$130,000).

Project Start date and Duration: January 1, 2015 – December 31, 2015

The IVSBDC Network intends to continue to fund its host subject to availability of funds. However, a host may not receive continued funding if there has been a clear showing of poor performance, improper activity affecting the operation and integrity of the partnership, and/or a failure to follow the rules and procedures set forth in the statutes, regulations, policies, et. al. that govern the Network.

Service Territory and Client Population:

This RFP is issued to serve Imperial Cities of El Centro, Calexico, Brawley, Imperial, Holtville, Calipatria, and Westmorland.

Proposals submitted by eligible applicant organizations must serve the entire county.

Applicant Eligibility

Eligible host partner organizations include:

- a. Fully accredited **institutions of higher education** such as state universities and college and private not-for-profit universities;
- b. Private **nonprofit corporations** engaged in economic development activities;
- c. Local **municipalities** that have pre-existing community/economic development departments and/or programs; and
- d. Public **economic development institutions** such as workforce investment boards and economic development organizations.
- e. Or a combination of the above.

Proposals will only be accepted from organizations that:

- f. Are qualified to conduct business in San Diego and Imperial Counties;
- g. Are in good standing with the State;
- h. Have not been debarred or had contracts terminated by the federal government, State of California or local government;

- i. Have accounting processes and systems, and prior experience necessary to manage and report on federally-funded programs/activities in accordance with federal OMB circular requirements, and
- j. **Are NOT for profit.**

Qualified non-institutions of higher education are STRONGLY encouraged to collaborate with institutions of higher education in responding to this RFP.

Funding Available

Funding for the IVSBDC is made available through a contract between the District and the qualified host partner organization. **Maximum funding for this award will be \$130,000 for 2015 provided program funding is made available to the Network by its federal funding partner, the U.S. Small Business Administration (SBA). The Network reserves the right to award less than the maximum amount as it sees fit.**

Five (5) bonus points may be awarded to applicants who demonstrate that a minimum of 50% of the Center Director's salary and benefits portion of the budget is funded by the bidder and counted as cash match on Proposal Form C – Cash and In-Kind Match Certification. The cash outlay must not include other federal funds, indirect costs, in-kind contributions, or program income derived from the activities supported in whole or in part with federal or match funds.

In addition to the cash match, the host partner is expected to contribute 25% in-kind match and should be documented as such.

The awarded contract requires a one hundred-percent (100%) cash match (\$130,000). Proposals with more than 100% cash match, but less than 120% cash match will receive 10 extra points in proposal scoring. Proposals with 120% to 140% cash match will receive 20 extra points in scoring. Proposals with more than 140% cash match will receive 40 extra points in scoring.

Cash match must not include other Federal funds, indirect costs, in-kind contributions, or program income derived from activities supported in whole or in part with award or match funds.

Due to the potential for a Continuing Resolution (CR) that may affect the operation of the Network, the applicant must be able to operate the SBDC during the first quarter of the project period on cash match. All matching sources must be committed up front and identified by source and amount in the bidder's budget proposal. All funds allocated to the SBDC program must be under the direct management of the IVSBDC Director.

6. SCOPE OF SERVICES

The Scope of Work to be conducted through a contract resulting from this RFP consists of the following:

A. REQUIRED SERVICES

Consulting - The principle service provided by the IVSBDC is confidential, no-cost, professional business consulting. **Contractual service and performance goals for a host will be based upon consulting activities.**

IVSBDC Business Advisors provide quality business development solutions tailored to meet the needs of the regions identified markets. The IVSBDC has established areas of expertise that represent the existing and targeted competency areas of the IVSBDC. Each service area is aligned to meet the primary needs of a particular market segment; however, business and service needs may overlap with one another.

Start-up Assistance – consulting directly attributed to assisting individuals start new businesses, including providing guidance on business formation, structure, registration, regulation, and business taxes. This may include limited support in helping guide in the development of a business plan.

Excluded from this category is material work performed in support of the business plan (e.g. research, critiquing draft), marketing plan and strategy development, and financial analysis, loan packaging or access to capital assistance.

Business and Strategic Plan Assistance - consulting directly attributed to assisting existing businesses with strategic or business plan development and/or implementation, including but not limited to analyzing the businesses mission, vision, strategies and goals, overall critique of plan, and performance measurement and accountability. Assistance may also include the actual facilitation of strategic plan development for a client business.

Market/Sales Growth Assistance - consulting directly attributed to assisting existing businesses with marketing plan and strategy development to expand existing or access new revenue markets. Services may include strategic research to identify new markets, preparing and analyzing sales and financial projections, and the overall critique of a business marketing plan or campaign. Assistance in this service segment may also include addressing the key areas of marketing, including product, price, place and promotion, which cover issues such as the type of product to be marketed, brand name, pricing, advertising, publicity, geographical coverage, retailing, and distribution. This could include the examination and penetration of

expanding the business' marketplace, e.g. expanding to international markets or selling to units of government.

International Market/Export Assistance – consulting directly attributed to assisting existing manufacturers with strategic business assessments and developing and implementing international export marketing plans for new-to-export, new-to-market segment. Included in this area is educational training necessary to facilitate the businesses international mission, vision, strategies and goals, through the nationally NASBITE Export Certification Program.

Financial and Capital Access Assistance - consulting directly attributed to assisting existing and prospective businesses access capital, including identifying and assessing potential debt and/or equity funders and/or other financing alternatives; assisting in the preparation of applications, projections, pro-formas or other support documentation for the request for a loan or other request for financing/investment; preparing a client for lender/investor presentations, or facilitating conferences with or responding to lender/investor inquiries on behalf of a client business.







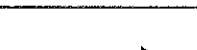

Cash Flow Management Assistance - consulting directly attributed to assisting businesses with literacy in business cash flow and financial management planning, including cost control management techniques, completing feasibility studies, or completing financial analysis not related to the preparation of a loan package or request for financing. Assistance may also include conducting financial analysis health checks and building financial management strategies and solutions using financial analysis/strategy software or other appropriate application.

Business Continuity/Disaster Assistance – consulting directly attributed to assisting businesses minimize loss and increase survivability when affected by natural and/or man-made disasters, including but not limited to assistance in the development of a business continuity strategy as part of the business plan. In the event of a disaster, the IVSBDC deploys its Disaster Response Team, specialized certified business consultants, to provide on the spot disaster assistance, including assisting in the preparation of disaster applications and support documentation, vendor and supplier communication, and general customer care.

The IVSBDC shall design and provide quality, confidential consulting services in these areas to improve the skills and knowledge of established and aspiring small business owners. Consulting is a process of in-depth, two-way communication between client and consultant. Every consulting engagement shall have an identified and measurable goal that is agreed upon by consultant and client. This process includes identifying, analyzing and addressing the client's needs and problems that achieves a measurable result; e.g. business growth, expansion, innovation, productivity and/or management improvement.

Fees may not be charged for IVSBDC consulting services. A local host organization charging fees for consulting under another grant or contract must adequately address how clients will be screened and served by the IVSBDC compared to those who will be charged fees for consulting services under another program. If an applicant to this RFP serves fee-based clients, methods must be identified for how referrals will be made to the IVSBDC and how the applicant organization will ensure conflicts will not arise between fee-based and no-cost IVSBDC consulting.

The Network IVSBDC has assessed that there is direct correlation between the services it delivers and the impact that service has on a particular outcome. See chart below.

Core Service (Leading Indicator)		Primary Outcome (Lagging Indicator)
Start-up Assistance		New Businesses Created
Business and Strategic Plan Assistance		Sales Revenues Increased
Market/Sales Growth Assistance		Sales Revenues Increased
Government Contracting Assistance		Sales Revenues Increased
International Market/Export Assistance		Sales Revenues Increased
Financial and Capital Access Assistance		Capital Raised for Business Growth
Cash Flow Management Assistance		Increased Profits >>> Tax Revenues Generated
Business Continuity & Disaster Preparedness Planning Assistance		Business Survivability

Consequently, the Network focuses its core service mix to meet the assessed needs of its various markets while achieving organizational objectives and performance goals.

Performance Expectations

All Centers must offer an appropriate mix of consulting, education and information services that achieve performance expectations and meet local needs. Resource allocation to each service area is the responsibility of local center leadership although performance goals are calculated by the Lead based on the level of funding awarded.

Goals for ISBDC are as follows:

	Single Year - Long Term Clients (5 hours or more contact + prep)		Business Startups		Capital Infusion	
Imperial Valley SBDC	Total	25	Total	10	Total	\$ 2,200,000.00
	1st Qtrtr	7	1st Qtrtr	2	1st Qtrtr	\$ 550,000
	2nd Qtrtr	8	2nd Qtrtr	3	2nd Qtrtr	\$550,000
	3rd Qtrtr	5	3rd Qtrtr	3	3rd Qtrtr	\$550,000
	4th Qtrtr	5	4th Qtrtr	2	4th Qtrtr	\$550,000

Client Activity and Performance Tracking

The IVSBDC shall participate in measurement of services delivered and client successes through use of a proprietary online tracking system named Neoserra; a web-enabled client activity tracking system, and participation in economic impact studies. Training on use of this system will be provided by the Regional Office.

Training

All Network SBDC's shall offer training/workshops that are relevant to groups of business owners and/or entrepreneurs. The applicant is encouraged to arrange for co-sponsored training with appropriate public and private sector organizations to extend outreach and productivity. **Training attendees may be charged a small fee to attend training workshops.** Fees collected from training attendees are considered program income.

While training is a cost effective way to provide education on topics that many small businesses have in common, training should be viewed as a complimentary service to consulting. Training can and should also be a good way to generate new and value-added consulting engagements.

Training should be self-sustaining with delivery costs covered from program income, sponsorships or other co-hosting partners.

Information, Data and Research

The IVSBDC must make available relevant business information and data for access to existing and aspiring small business owners. At a minimum, the IV shall offer extensive online business tools, resources and general reference assistance in conducting industry and market research and help in the collection of industry or market statistics needed for a business or marketing plans, researching specific market or industry trends, and identifying competitors, suppliers or potential customers.

To support centers, the Lead Center makes arrangements to provide Centers with access to regional tools, systems and specialized databases for targeted market research to serve as a resource by providing access to timely, relevant research for IVSBDC advisors in support of their client engagements. The Regional Office invests in subscriptions to select, high-cost, high value, business database systems to facilitate access to business information, data and research not generally accessible or affordable to the average small business. The network also manages a cloud site which is structured to provide an environment that allows for the exchange of knowledge, ideas and best practices between centers and consultants.

Special Projects

Special projects, or specialized services, are those activities that are mission/locality specific but outside the scope of primary or required services. The IVSBDC may engage in special projects, including but not limited to primary research activities; published works; specialized conferences, etc. Special projects are encouraged however should be, at a minimum, self-sustaining and funded by fees, program income, or sponsor underwriting.

B. PROJECT STAFFING

In order to complete the tasks required, the IVSBDC shall maintain staffing, at a minimum level, as follows:

1. One (1) Full-time Director (Key personnel)

An individual with a minimum of Bachelor's degree from an accredited, post- secondary institution or the equivalent in business management, administration, communication, marketing, or technology, and 3-5 years Federal/State/County Government Grant funded Program Management, Budget Management, and Grant Management experience.

The Center Director is classified as "Key Personnel," and must be approved by the SDI-SBDC Regional Director. See job description at the following link: <https://www.swccd.edu/modules/showdocument.aspx?documentid=1434>

In addition to the required Center Director, this RFP is intentionally non-prescriptive in regards to additional staff to allow for creativity from the applicant. The current IVSBDC has two (2) staff members in addition to the Center Director:

- a. Senior Administrator who manages office administration and contract administration
- b. Business Advisor who provides client advising services and social media support

7. SELECTION PROCESS AND EVALUATION CRITERIA

Each proposal shall be evaluated to determine responsiveness to the needs as described in this proposal package. The District reserves the right at any time to reject any or all proposals.

A. Process

1. After the period has closed for receipt of proposals, each proposal will be evaluated to determine compliance with general RFP guidelines and specific requirements of Proposal submission requirements. If a proposal does not meet all requirements, it will be considered nonresponsive and rejected from further evaluation.
2. The evaluation committee will then review all responsive proposals against the evaluation criteria listed below. Proposals will be ranked based upon score.
3. The evaluation committee reserves the right to designate one or more

members of the committee to perform oral interviews with one or more finalists. The oral interviews will confirm information presented in the proposal. Further, the oral interview will allow finalists to demonstrate their understanding of the project objectives, and to articulate their capability to meet or exceed the requirements of this RFP.

4. The evaluation committee reserves the right to designate one or more members of the committee to perform in-person site visits with one or more finalists. The site visits will confirm information presented in the proposal and oral interviews.
5. A contract will be awarded to the applicant with a highly scored proposal, a high level of cost- effectiveness of proposed services to be offered, a demonstrated ability to provide sufficient fiscal and programmatic oversight of a funded program, and any additional information gathered from oral interviews and/or site visits, if deemed necessary.
6. The District reserves the right not to award any contracts.
7. Upon selection of proposed contractor(s), a Notice of Intent to Award will be sent.
8. The chosen applicant(s) shall be notified verbally and in writing as to their selection as the proposed contract awardee at the time District posts the Notice of Intent to Award.
9. Unsuccessful applicants will be notified in writing on the date the District posts the Notice of Awards.
10. Preliminary contract negotiations shall begin following the date the Notice of Intent to Award is posted.
11. **The successful applicant will participate in the IVSBDC “onboarding” process.** Onboarding includes orientation of the new host, mandatory training of key programmatic and fiscal personnel, and a series of startup checkpoints which must be accomplished by the new IVSBDC during its first six months of operation. Dates of onboarding activities will be negotiated with the successful applicant after the Notice of Intent to Award is posted. Onboarding activities will be included in the contract.

B. Proposal Evaluation Criteria

Proposals will be reviewed and scored by an evaluation committee. Evaluation of proposals will be based on the criteria shown as follows for each component.

Criteria	Points
HOST ORGANIZATION Organization's history in providing small business technical assistance or economic development services; how well the IVSBDC "fits" with the core purpose/mission of the organization.	Up to 15
PROGRAMMATIC PERSONNEL AND MANAGEMENT Adequacy of proposed structure, program management and qualifications of programmatic personnel; knowledge and expertise of proposed staff, subcontractors and consultants in small business or economic development.	Up to 25
FINANCIAL PERSONNEL AND MANAGEMENT Organization's accounting and grant compliance systems; prior experience with federally-funded programs; accounting department's background in fund accounting; prior successful experience tracking cash match, in-kind match, and program income.	Up to 15
FINANCIAL STABILITY Organization is well positioned to provide matching funds for SBDC in 2014 and beyond; capacity for growth; long-term sustainability of organization is not in question.	Up to 20
IVSBDC SERVICE DELIVERY Quality and thoroughness of consulting and service plan; variety and appropriateness of topics to local business needs; effective use of resources; focus on services producing measurable economic results.	Up to 25
Subtotal	Up to 100
Host funds 50% or more of Center Director salary = 5 extra points Additional points for cash match above 100%. Cash Match at 101-119% = 10 extra points Cash Match at 120-139% = 20 extra points Cash Match at 140-159%+ = 40 extra points	Up to 45
Total Points Possible	Up to 145

C. Oral Interview Evaluation Criteria

The evaluation committee may conduct oral interviews with one or more applicant(s).

The evaluation committee reserves the option of conducting the interview via teleconference, or at the finalist's and/or the proposed subcontractor's site, or other designated site.

The following criteria will be used for assessing oral interview(s).

Criteria	Points
Quality and completeness of answers to questions regarding the proposed work plan.	Up to 10
Applicant's awareness of and ability to comfortably discuss concepts and approaches to small business development, economic development and measurement of economic impact. Understanding of the local business community, prominent growth industries and key partners/stakeholders in the economic development field, local growth industries and partnership opportunities.	Up to 20
Applicant's ability to tie ideas presented in the work plan to overall program objectives for the IVSBDC. Applicant's ability to tie ideas presented in the work plan to the mission, vision and purpose of the larger host organization.	Up to 10
Applicant's ability to articulate host's background in grant management and fiscal management of grant funded programs. Understanding of fund accounting and core OMB cost principles.	Up to 10
Total Points Possible	Up to 50

D. Grounds for Rejection

The District reserves the right to waive any immaterial deviation in a proposal; however, the waiver of an immaterial deviation in a proposal shall in no way modify the document or excuse the applicant from full compliance with the proposal requirements after the applicant is awarded the contract.

A proposal shall be rejected if:

- a. The proposal package is received at any time after the exact time and date set for receipt of proposals.
- b. The proposal does not meet the requirements and is not prepared as required in SECTION IV PROPOSAL FORMAT AND CONTENT.
- c. The proposal contains false or misleading statements or references which do not support an attribute or condition contended by the applicant; and if, in the opinion of the District, such information was intended to erroneously mislead the District in its evaluation of the proposal.
- d. The proposal is confidential (excluding applicant financial information), conditional, incomplete or if it contains any irregularities.
- e. The applicant does not meet the required cash match, direct services requirement and/or ATTACHMENT 3, CASH AND IN-KIND MATCH INFORMATION forms are incomplete.

E. Debriefings

Written debriefings of the evaluation results will not be provided to unsuccessful proposals. Oral debriefings may be provided at The District's discretion.

8. DEFINITION OF TERMS

- The designation of "**District**" refers to the Southwestern Community College District, a political subdivision of the State of California.
- The term "**Proposers**" refers to company/organizations that choose to submit proposals for Host Services for the Imperial Valley Small Business Development Center.
- The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.

- Throughout this document, the term **"District"** shall be used to designate the rights and responsibilities of the Southwestern Community College District
- The term **"Proposer"** shall be used to designate the rights and responsibilities of the successful company/organization responding to this RFP.
- The District has established certain requirements with respect to proposals to be submitted by prospective contractors. The use of "shall", "must" or "will" (except to indicate future tense) in the RFP indicates a requirement or condition from which a deviation, if not material, may be waived by DISTRICT.
- The words "should" or "may" in the RFP indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material will not, in itself, cause rejection of the proposal.
- Any party which the bidder wishes the District to include in its evaluation of the bidder's qualifications and capability must be labeled as a "partner" or "major subcontractor" (terms of similar nature are acceptable).
- "Cash Match" Non-Federal funds allocated specifically to the operation of the IVSBDC. Cash match includes direct cost committed by the applicant or recipient organization, to the extent that such costs are committed as part of the verified, specific, line item direct costs prior to funding. Cash match does not include indirect costs, overhead costs, or in-kind contributions.
- "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. Interest earned on advances of federal funds is not program income. Program income must be used to further eligible SBDC program objectives and expended in accordance with SBDC program requirements and applicable OMB Circulars.
- "In-Kind Match" In-kind is 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.
- "Calendar Year" Any period of time from January 1 through December 31. For accounting and other purposes measure in quarters; January-March, April-June, July-September, October- December.
- "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 draw-downs.

- “New Business Starts” businesses are considered —“Created” 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.
- “In Business” a client is considered in business when the client 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
- “Single-year, Long-Term Clients” (contact and prep time): Meets the definition of —counselingll and requires 5 or more counseling hours of contact and prep time per individual or business during the fiscal year being reported.
- “Unallowable Expenditures” include but are not limited to, Furniture (unrelated to direct use by consultants for direct client service delivery); Fixtures (lighting, switches, etc.); Paint; Remodeling expenses; Tracking system (No need for a tracking system, recipients will be required to use Neoserra); Advertising; Personnel costs not directly related to the project; Software unrelated to the project and/or direct client service delivery; Entertainment expenses; Professional dues and/or subscriptions for use by any person other than those identified as Service Center professional staff; Purchase, construction, renovation, alteration, improvement, or repair of capital assets, such as real estate and vehicles; Influencing or attempting to influence public officials; Partisan or nonpartisan political activity; To further the election or defeat of any candidate for public office; 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; To create or supplement a reserve or contingency fund or account; To provide financial assistance, including but not limited to sub-grants and seed money for business ventures, unless authorized by

statute; For the cost of promotional items and memorabilia including models, gifts, prizes, and souvenirs; For costs of entertainment, including alcoholic beverages, amusement, diversion and social activities, and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities); For contributions and donations (including cash, property, and services) or similar gratuitous transfers of funds or of goods or property purchased with award funds by Recipient to others; For the purpose of fund-raising; For lobbying as set forth in applicable OMB Circulars; For membership fees or dues in any civic or community organization (except for non-profit entities, refer to 2 CFR 230 § 30), country club, social or dining club or organization; For individual membership fees or dues in business, technical, and professional organizations.

- “Continuing Resolution” The federal government operates on a federal fiscal year (October 1st through September 30th). Each year, the Congress must pass and the President must sign 13 separate appropriations bills by October 1st to fund all of the national government's departments, agencies and programs for the following year. If the Congress and President fail to pass all of the appropriations bills, there will be some agencies and programs that do not have the money appropriated to them that they are authorized to spend. In most instances, the Congress and the President will agree to a Continuing Resolution (CR) which temporarily funds the programs and agencies for which appropriations bills have not been passed. The main purpose of a CR is to keep the government running long enough for the Congress and President to work out an agreement on all 13 appropriations bills. Currently (on October 5, 2011), the national government is functioning under a Continuing Resolution while the President and Congress work out their differences on the remaining appropriations bills. The Continuing Resolution emphasizes the importance of the ability for each applicant to be able to operate under cash match sources until the Notice of Award is received and expenditures under the federal allocation can be reimbursed.
- Key Personnel defined by SBA include: service center directors, associate state/regional directors, and state/regional directors and require prior approval, all other positions require that SBA be advised of changes.

<p style="text-align: center;">PROPOSAL FORM A General Information</p>
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1. Cover Letter

Cover letter to District in addition to the Proposers narrative must include the information noted below in a letter format.

The individual who is authorized to bind (hence, "Proposer") contractually must sign the cover letter, which must accompany the Proposer's RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Proposer's company/organization. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Proposer contractually.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the proposal is a company/organization and irrevocable offer, good for 90 days. Please complete Proposal Form A thru G and Appendices A thru F as part of your RFP response.
- A statement expressing the Proposer's willingness to perform the services as described in this RFP.

- A statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

2. **Proposer Corporate Information**

- Type of Company/organization:
Corporation: _____ Proprietorship: _____ Partnership: _____
Joint Venture: _____ Other (please describe): _____
- Business License Number: _____
- Number of years in business under company/organization name:

- Has the company/organization changed its name within the past 3 years?
YES ☐ NO ☐
If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the company/organization?
YES ☐ NO ☐
If yes, explain. _____

- Have officers or principals of the company/organization ever had their business license suspended or revoked for any reason?
YES ☐ NO ☐
If yes, please explain. _____

<p style="text-align: center;">PROPOSAL FORM B Mandatory Responses</p>
--

For each of the following questions please limit your response to no more than one page per question and not to exceed the 30 page limit. Each proposal shall specifically address the following topics. Please refrain from submitting general marketing materials which do not explicitly respond to the questions below. Ensure each question is numbered per the RFP and each question is clearly identified and precedes the response. All responses must be in a 12 point font size.

A. Description of Host Organization

1. Provide a description of the host organization's **primary services** and activities.
2. Provide a brief **history** of the organization, when it was established, any existing business or economic development assistance services and in which community(ies) and location does the applicant currently operate.
3. Describe the organization's capacity to establish, maintain and operate the IVSBDC. Discuss **how the IVSBDC "fits"** within the organization and how the purpose/mission of the IVSBDC aligns with the purpose/mission of the organization. Why does the applicant want to host the IVSBDC? What benefits will be realized by the host organization?
4. Describe the organization's **capacity for growth** (e.g. adding no-cost consulting services, expanding pre-existing business or economic development assistance programs, serving additional markets, the possibility of satellite offices, etc.).
5. Provide a list of all **related programs/projects** (business development and economic development) within the organization or government operated over the past three (3) years. Include a short description of each and the specific funding source for each. If any such programs were provided under contract and discontinued prior to the end of the contract period, list the name of the funding source, the amount of the funds, program title, contract number and contract period. Please indicate the reason the contract was discontinued early.
6. Describe the organization's **key successes** in delivery of business assistance or similar programs within the last three (3) years. Discuss what systems the host uses to capture and communicate successes of its programs to stakeholders and the business community.
7. Describe the organization's **core funding**. What are the primary ways the

organization is funded and what have been the funding trends in recent years? If funding for the organization has significantly increased/decreased (+/- 20% or more) over the last three years, please describe these circumstances.

B. Programmatic Personnel and Management

1. Provide a description of the proposed SBDC location(s) and facilities, demonstrating accessibility to the small business community to be served. The facilities must be disabled accessible, allow for posting of SBDC signage, include private office space for individual consulting, and provide accessible, free or low-cost parking. For each planned facility please describe if the location is currently under the control of the applicant or if space would need to be identified, negotiated and/or leased. If the applicant holds space via a lease, include information about the length and terms of the lease.
2. Provide a narrative description of the proposed SBDC personnel structure. Include titles and duties for all individuals who will be involved in service delivery and oversight and the percentage of time they will be dedicated to the SBDC project. It is acceptable if host organization's proposed SBDC structure includes personnel yet to be hired; please note positions to be hired. Provide résumés for all host organization pre-existing employees and pre-existing contract consultants that will be involved in SBDC services and oversight as part of the Attachments. Individuals proposed to provide business consulting should have prior small business experience.
3. If the applicant is a large organization (municipality, university, etc.), provide rationale for why the SBDC will be placed within the chosen operational unit.
4. Indicate the individual(s) who will provide supervision over the SBDC services, who this position reports to, what other programs they manage, and how long they have been with the organization.
5. If business consultants will be private contractors, provide the hourly consulting rate agreed upon for hourly services.

C. Financial Personnel and Management

1. Explain how **financial management** will be handled by the host organization. Indicate the individual who will have oversight of the budget and the position responsible for tracking expenditures and submitting invoices. For each person, include who these individuals report to, what other fiscal responsibilities they have, and how long they have been employed by the organization.
2. Describe the organization's ability to maintain separate bank accounts (cost accounting centers) for all IVSBDC funds, including cash match and program income. Discuss the host organization's background in **fund accounting** and prior experience with fiscal management of federal contracts.

D. Financial Stability

1. Describe the organization's core funding. What are the primary ways the organization is funded and what have been the funding trends in recent years? If funding for the organization has significantly increased/decreased (+/- 20% or more) over the last three (3) years, please describe these circumstances.
2. Discuss the organization's ability to manage a reimbursement program. What safeguards does the applicant have to ensure proper cash-flows over the contract period?
3. Describe how the organization has a plan to obtain stable match in the future
4. Describe the organization's capacity for growth (e.g. adding no-cost consulting services, expanding pre-existing business assistance programs, serving additional markets, the possibility of satellite offices, etc.).

E. IVSBDC Service Delivery

1. Provide a description of the proposed IVSBDC **location(s) and facilities**, demonstrating accessibility to the small business community to be served. The facilities must be disabled accessible, allow for posting of IVSBDC signage, include private office space for individual consulting, and provide accessible free or low-cost parking
2. Address how **consulting services** will be implemented and managed. Include information about how consulting will be accessible throughout the geographic territory. Discuss any specialty/emphasis topics to be provided and how resources will be managed for maximizing economic impact of services.
3. Address how **training services** will be implemented and managed. Include information about how training will be distributed throughout the geographic territory. Discuss any specialty/emphasis topics to be provided or if web-based training will be provided. If IVSBDC funding will be expended on curriculum development, note which training topics will require curriculum development. If trainings will be co-sponsored, indicate partner organizations that will collaborate on training.
4. Address access to **information, data and research services** that will be available. Include specifics to the types of tools available. If IVSBDC funding will be expended on access, note which tools and their associated cost.
5. Describe all **special projects** that would be initiated/take place within the contract year. Please include any special expertise or targeted programs not listed elsewhere. *Special projects are not required, however, if any resources will be spent on special projects they must be detailed.*

6. If the applicant plans on specialized services for a **targeted population** within the general business population (women, minorities, Hispanics, veterans, etc.), please explain how this will be executed and estimate what percentage of funds will be applied to these targeted populations.
7. If any funding will be used to **enhance existing business assistance** services, please note where funding will be made to expand/enhance programs rather than develop new services. *Expansions/enhancements are allowed as long as services are aligned with the required assistance areas.*
8. If any significant portion of the Scope of Work is proposed to be contracted out to another, third-party organization, the applicant must identify **work to be performed by subcontractors**, their qualifications and expertise, and describe the pre-existing relationship between the subcontractor and the applicant. *This does not relate to individual private contract consultants who may be engaged to provide consulting to clients under the supervision of the SBDC.*
 - Provide a list of current, relevant community, business and corporate **partnerships** and explain the extent of the working relationships. If applicable, document what these organizations have committed to do in specifically helping launch and support IVSBDC services to be provided by the applicant in the region.
 - Discuss all forms of **outreach and promotion** that will be used to attract targeted business clients. Note which of these methods and tools are pre-existing and which will be new efforts specific to the SBDC program.
 - Describe the organization's realistic **timeline** to transition current C-IVSBDC operations in a timely manner.

F. CASH AND IN-KIND MATCH CERTIFICATION: The amount and source of funds being provided as match must be clearly indicated.

1. Please include support documentation for each match source listed on ATTACHMENT 3, CASH MATCH AND IN-KIND CERTIFICATION. Support documentation may include any of the following: cover sheets from other grants/contracts; letters from other funding entities which include a funding amount, funding purpose and funding end date for cash match; letters from host organization guaranteeing match from general funds; etc.
2. If a portion of match funding has been applied for but is not yet secured at the time of the applicant's submission to this RFP, please provide narrative to this fact and an estimated date on which funding notification will occur.
3. In-kind match contributions must be fully explained to show how their value is determined. Support documentation (such as signed commitment letters

showing reasonable value of in-kind match amounts) for each match source is required.

G. APPLICANT ORGANIZATION'S SUPPORTING FINANCIAL INFORMATION

1. Provide a copy of the organization's most recent external audit report (A-133), if appropriate.
2. Provide a copy of the host organization's Indirect Cost Rate Agreement, if appropriate and desired indirect recovery. Indirect is allowed to the extent allowable by funding agents, which varies depending on funding level and source. Allowable indirect recovery will be determined prior to contact execution.
3. Provide documentation of incorporation, if appropriate.

H. APPLICANT ORGANIZATION CHART

1. Submit an organization chart showing the hierarchy of the organization and how the IVSBDC will be administered. The chart must show the relationship between the proposed host entity, the IVSBDC and personnel of the host organization that will provide part support to the IVSBDC.
2. Resumes of proposed staff

I. OTHER ATTACHMENTS

Any additional attachments provided by the applicant – such as letters of support, media clippings and host organization collateral – are allowed but are not required. **Information included beyond the required documents will not count towards the formal evaluation and scoring of the proposal.**

PROPOSAL FORM C
Cash and In-kind Match Certification

CASH MATCH

The total Cash Match on this sheet should match the total Cash Match on ATTACHMENT 3- Sheet 1

Source of Cash Match (include name of funding entity, grant name, etc)	Brief Description (What does funding pay for?)	Dollar Amount	Is funding already secured? (Y or N)	If not Secured, when do you expect to know if is secured?	Funder's Performance Period (start and end date)
Total Cash Match					

IN-KIND MATCH

The total In-Kind Match on this sheet should match the total In-Kind Match on ATTACHMENT 3- Sheet 1

Source of In-Kind Match (include name of donating entity)	Brief Description (What is the in-kind for?)	Dollar Value	New in-kind source or used in the past?	Documentation type to be used to for certifying in-kind?
Total Cash Match				

As the authorized representative of the Applicant Organization, I hereby certify that the budget as set forth in this proposal contains match in the amount and from the sources listed above. I certify that these funds and contributions are/will be under the control of the SBDC Director and that these funds are not being used to match any other federal funds.

Signature	Printed Name and Title	Date

<p style="text-align: center;">PROPOSAL FORM D Proposed Organizational Chart and Resume</p>

For each position being proposed, provide the position, title(s), qualification(s), license information. Please provide this information in an organizational chart format and indicate who will be the District's contact person for this Contract. Provide a detailed resume for the proposed District's contact person.

<p style="text-align: center;">PROPOSAL FORM E General Terms and Conditions</p>

Offer Held Company/organization: The Proposer agrees that it will not withdraw its offer for a period of *ninety (90)* calendar days from the opening date.

Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, company/organization, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one (21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract within ten (10) calendar days following the District's notification to proceed, as applicable.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the bid submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's company/organization or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY:

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

By: Signature (Manual)

By: Signature (Typed or Printed)

<p>PROPOSAL FORM F References</p>

Each Proposer must be able to present evidence of satisfactory experience in providing services requested. Please list three (3) references for either Educational, Governmental or Non-Profit entities similar to size and function of Southwestern Community College that can be contacted for an assessment of client satisfaction using the format outlined below.

REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

<p style="text-align: center;">PROPOSAL FORM G Addenda Acknowledgement</p>
--

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____

<p>PROPOSAL FORM H Board Resolution/Minutes</p>

Provide an executed resolution or approved minutes signed by the board of directors or board or body of the local governing entity of the applicant organization. If the bidder is a local governmental body and resolutions or minutes are not signed by the governing body, then an authorized representative must submit a signed resolution or minutes.

APPENDIX A
Non-collusion Declaration

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of California)
) ss.

County of _____)

_____, being first duly sworn,
deposes and says that he or she is _____ of
_____ the party making the foregoing
proposal that the proposal is not made in the interest of, or on behalf of, any
undisclosed person, Proposer, company, association, organization, or corporation; that
the proposal is genuine and not collusive or sham; that the Proposer has not directly or
indirectly induced or solicited any other Proposer to put in a false or sham proposal,
and has not directly or indirectly colluded, conspired, connived, or agreed with any
Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from
submitting a proposal; that the Proposer has not in any manner, directly or indirectly,
sought by agreement, communication, or conference with anyone to fix the proposal
price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost
element of the proposal price, or that of any other Proposer, or to secure any
advantage against the public body awarding the contract of anyone interested in the
proposed contract; that all statements contained in the proposal are true; and, further,
that the Proposer has not, directly or indirectly, submitted his or her proposal price or
any breakdown thereof, or the contents thereof, or divulged information or data relative
thereto, or paid, and will not pay, any fee to any corporation, Proposer, company
association, organization, or to any member or agent thereof to effectuate a collusive
or sham proposal.

I certify (or declare) under penalty of perjury that the
foregoing is true and correct.

Signature

<p style="text-align: center;">APPENDIX B Equal Opportunity Affirmative Action Statement</p>
--

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of __, 2014.

(Corporate Seal)

Name of individual, company or corporation

By:_____

Title:_____

Address:_____

City State Zip Code

<p style="text-align: center;">APPENDIX C Contractor's Certificate Regarding Worker's Compensation</p>
--

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation

By: _____

(Corporate Seal)

Title: _____

Address: _____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPENDIX D
Sample Agreement

Subcontract/Sub-recipient Agreement No. IV2015B																		
Sub-recipient: TBD	Contract Period From 01/01/2015 Through 12/31/2015																	
	Budget Period From 01/01/2015 Through 12/31/2015																	
Title of Program	Imperial Valley Small Business Development Center																	
Director of Project TBD	Award Amount	\$134,122																
	Modification No.																	
Center Address Here	Remarks																	
Issuing Office Southwestern Community College District 900 Otay Lakes Rd. Chula Vista, CA	This Award is Subject to the Following Cost Principles and OMB Uniform Administrative Requirements For the purpose of determining the amounts payable to SUBRECIPIENT under this agreement, the allowableness of costs shall be determined in accordance with (i) the appropriate OMB circulars as follows: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><u>ENTITY</u></td> <td style="width: 33%;"><u>ADMINISTRATIVE</u></td> <td style="width: 33%;"><u>and COST PRINCIPLES</u></td> </tr> <tr> <td>Institutions of Higher Education</td> <td>A-110*, A-133</td> <td>A-21, CFR Part 220</td> </tr> <tr> <td>State & Local Government</td> <td>13 CRF, Part 143</td> <td>A-128 and A-87</td> </tr> <tr> <td>Other Non-Profit Organization</td> <td>A-110*, A-133</td> <td>A-122</td> </tr> <tr> <td>For Profit Organizations</td> <td>A-110</td> <td>FAR SECTIONS 31.0</td> </tr> </table> <p>* Or any regulation promulgated to supplement or replace it. (ii) SBA regulations and (iii) the terms of this agreement.</p>			<u>ENTITY</u>	<u>ADMINISTRATIVE</u>	<u>and COST PRINCIPLES</u>	Institutions of Higher Education	A-110*, A-133	A-21, CFR Part 220	State & Local Government	13 CRF, Part 143	A-128 and A-87	Other Non-Profit Organization	A-110*, A-133	A-122	For Profit Organizations	A-110	FAR SECTIONS 31.0
<u>ENTITY</u>	<u>ADMINISTRATIVE</u>	<u>and COST PRINCIPLES</u>																
Institutions of Higher Education	A-110*, A-133	A-21, CFR Part 220																
State & Local Government	13 CRF, Part 143	A-128 and A-87																
Other Non-Profit Organization	A-110*, A-133	A-122																
For Profit Organizations	A-110	FAR SECTIONS 31.0																
Schedule																		
<u>SCOPE OF WORK</u> SUBRECIPIENT shall be responsible for the specific tasks described in the Scope of Work which is attached and incorporated as Exhibit A - Scope of Work. Accomplishment of the work required to establish and operate the <u>Small Business Development Center (SBDC Field Center)</u> , as described in Section XXI. Special Conditions and Exhibit B (SBDC Field Center Definitions) Each are attached hereto and incorporated by reference herein, and as submitted and approved by the SBA.																		
Compensation In consideration of the work to be conducted by SUBRECIPIENT, SWCCD expects to pay SUBCONTRACTOR an amount not to exceed US\$ One hundred Thirty Four Thousand, One Hundred Twenty-two dollars (\$134,122), as detailed in Exhibit C, Budget Justification. Matching Funds Requirement. SUBRECIPIENT shall provide total Matching Funds of \$134,122, as provided in Exhibit C.																		

Performance				
Critical Goals		Performance Target		
Business Start-Ups		TBD		
Capital Infusion		TBD		
Long-Term Clients		TBD		
Budget		SBA	Cash Match	
	Personnel	\$TBD	\$TBD	
	Fringe Benefits	\$TBD	\$TBD	
	Travel	\$TBD	\$TBD	
	Supplies	\$TBD	\$TBD	
	Contractual	\$TBD	\$TBD	
	Other	\$TBD	\$TBD	
	Total Direct Cost	\$TBD	\$TBD	
	Indirect Cost	\$TBD	\$TBD	
	Total Approved Budget	\$TBD	\$TBD	



SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
HOST TO SAN DIEGO AND IMPERIAL COUNTIES
SMALL BUSINESS DEVELOPMENT CENTER (SBDC) Network
SUBRECIPIENT AGREEMENT

Whereas Southwestern Community College District is the Recipient of a Cooperative Agreement for the Small Business Development Center program from the U.S Small Business Administration, whereas Southwestern Community College District appoints a sub recipient for this contract. In consideration of the covenants, promises and agreements contained herein, Southwestern Community College District (hereinafter "the DISTRICT"), and TBD (hereinafter "SUBRECIPIENT") hereby covenant, promise and agree as follows:

In consideration of the mutual premises hereinafter contained the parties agree that SUBRECIPIENT will perform in accordance with the following conditions:

GENERAL CONDITIONS

I. PERFORMANCE PERIOD

The performance period of the SUBRECIPIENT will be from January 1- December 31, 2015 unless amended by written mutual agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date. Renewal of contract each year is based on meeting performance and productivity outcomes. The San Diego & Imperial SBDC Regional director and the SBA project officer have final approval each year for issuance on new contracts.

II. ESTIMATED COST AND EXPENDITURE LIMITATION

The DISTRICT will reimburse the SUBRECIPIENT for actual expenses incurred under the SUBRECIPIENT but not to exceed \$134,122 in baseline federal SBA funds, allocated by the DISTRICT and as documented in the SUBRECIPIENT approved SBA budget which; 1) denotes the SUBRECIPIENT's contribution of cash match in the amount of \$134,122.

III. ALLOWABLE COST AND PAYMENT

A. The DISTRICT will reimburse the SUBRECIPIENT for costs incurred in the performance of the SUBRECIPIENT, provided that:

- (1) The Total of such costs does not exceed the cost as provided in Article II herein.
- (2) Such costs were allowable by terms of the 2015 approved budget in Exhibit C and any revisions thereto as provided by SBA guidelines.
- (3) Such costs are incurred in accordance with SUBRECIPIENT's established policy and procedures.
- (4) The accounting for funds awarded under this agreement shall be in accordance with generally accepted accounting principles consistently applied. SUBRECIPIENT shall maintain records



to support identifiable charges to the project. Obligations, commitments, encumbrances and expenditures should be made within the budget period.

- (5) The SUBRECIPIENT is the fiduciary under this Agreement and therefore is responsible for the administration and oversight of the SBDC Field Center.
- (6) Allowable Costs
 - a) For the purpose of determining the amounts payable to SUBRECIPIENT under this agreement, the allowableness of costs shall be determined in accordance with (i) the appropriate OMB circulars as follows:

ENTITY	ADMINISTRATIVE and	COST PRINCIPLES
Institutions of Higher Education	A-110*, A-133	A-21, CFR Part 220
State & Local Government	13 CRF, Part 143;	A-128 and A-87
Other Non-Profit Organization	A-110*, A-133	A-122 & Supplement 4/27/84
For Profit Organizations	A-110*	FAR SECTIONS 31.0

* Or any regulation promulgated to supplement or replace it.
 (ii) SBA regulations and (iii) the terms of this agreement.

- b) Any budget revision, including transfers between cost categories, cumulatively shall not exceed ten percent of the total budget. If such transfers are expected to exceed this ten-percent limit, notify the SBDC LEAD CENTER in writing for prior approval per specifications listed under Exhibit C (Budget Justification). If there are any new line items added to the budget, the SBDC LEAD CENTER must also alert SBA. To do this, SUBRECIPIENT must submit a letter of justification to SBDC LEAD CENTER. This letter shall be sent or faxed to SBDC LEAD CENTER, 880 National City Blvd., Suite 7118, National City, CA 91950. The Regional Director or designee shall, within ten (10) working days from the date of receipt of the SUBRECIPIENT's written request, provide the SUBRECIPIENT with a written approval or disapproval of the request.
- c) Unless otherwise directed by the Regional Director, no requests for budget revisions shall be submitted to the SBDC NETWORK after November 15, 2015. Requests for variations submitted after this date is automatically disapproved.
- d) Any proposed expenditure expected to exceed \$5,000 which will be sole source, requires prior SBA approval. SUBRECIPIENT must submit a letter of request to SBDC LEAD CENTER, which will procure the necessary approvals.
- e) The SUBRECIPIENT shall provide Cash Match and/or In-Kind Match as described in Section II and Exhibit C. The SUBRECIPIENT certifies that Cash Match and In-Kind Match as identified in Exhibit C shall only be used for the purpose of this Agreement and shall be spent proportionately with SBA funds.
- f) The SUBRECIPIENT certifies Program Income shall be spent solely to accomplish SBDC NETWORK and SBA Program objectives. The SBDC Field 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 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 SBDC Field Center. Any unused Program Income not to



exceed 25% of the total budget which consists of federal and matching funds shall be carried over to a subsequent budget period.

(7) Payment:

- a) The SUBRECIPIENT will submit detailed Cash Summary reports outlining federal, cash match, and in-kind expenses to the DISTRICT for reimbursement each quarter to the following address: SBDC LEAD CENTER, 880 National City Blvd., Suite 7118, National City, CA 91950. The Regional Director may, upon extenuating circumstances, authorize the extension of this deadline.

In order for the SUBRECIPIENT to receive payment, these reports must be in sufficient detail to indicate clearly the nature of all expenses in the format of the attached budget forms. These invoices must include reference to the DISTRICT SUBRECIPIENT agreement number.

Invoices reporting expenses for each quarter must be submitted by 20 calendar days after the end of the quarter. The final year-end report must be submitted not later than 60 calendar days after the closing date of this agreement period and be marked "Final" by the SUBRECIPIENT.

- b) In addition to the financial reports mentioned in (a) above, SUBRECIPIENT shall provide such special fiscal reports as may be requested by SBDC LEAD CENTER to permit evaluation of the progress of the project.
- c) Payments for performance under this agreement shall be made by the DISTRICT to SUBRECIPIENT on a cost-reimbursable basis when billed. Any payment so made shall be made in accordance with the approved budget referred to above and attached as Exhibit C. SUBRECIPIENT agrees that the DISTRICT may withhold payment of any expenditure that appears unallowable, or for which additional information or support is required. SUBRECIPIENT further agrees to furnish DISTRICT such information as may be required to satisfy questions about the expenditures in question.
- d) Any program income generated in connection with this project during the effective dates shall be reported quarterly and cumulatively on each billing. Supporting ledgers must accompany this report.
- e) Funds budgeted for direct costs may not be transferred to the indirect cost line and vice versa.
- f) In the event allowable costs are less than the approved budget, the Federal share of this award will be limited to the same ratio of allowable costs as the initial budget, not to exceed the total amount allotted by this contract.
- g) If at any time during the contract year, the level of approved Cash Match and/or In-Kind balance of expenditures falls below 80% of SBA expended funds, the SBDC LEAD CENTER reserves the right to place a hold on all payments until such time as proportionate Cash Match and/or In-Kind Match documentation are provided by the SUBRECIPIENT.
- h) If on November 1st, the SUBRECIPIENT level of Cash Match and/or In-Kind balance falls below 80% of SBA expenditures, the SUBRECIPIENT must provide a plan of



action that demonstrates how by December 1st, the SUBRECIPIENT will reach the financial obligations of this contract. This plan is due to the SBDC LEAD CENTER no later than November 10th, close of business, and is subject to the approval of the SBDC LEAD CENTER. The SBDC LEAD CENTER reserves the right to redirect all or part of the unmatched funds to another SBDC NETWORK program if sufficient documented verification is not provided by the SUBRECIPIENT by November 15th.

IV. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Federal Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the DISTRICT shall have no liability to pay any funds whatsoever to the SUBRECIPIENT or to furnish any other considerations under this Agreement and the SUBRECIPIENT shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the DISTRICT shall offer an amendment to this Agreement to the SUBRECIPIENT to reflect the reduced amount.

V. FINANCIAL AND PERFORMANCE REPORTS

Financial and Performance reports are due quarterly LEAD CENTER. SUBRECIPIENT shall furnish in a timely manner and designated format technical reports as outlined in the SBA Program Announcement (Exhibit D), as well as A-133 New Audit as prepared by external auditors. Reimbursements will be withheld until reports are submitted and approved by the SBDC NETWORK Regional Director. The Regional Director may, under extenuating circumstances, authorize the extension of Financial or Performance reports.

VI. KEY PERSONNEL/SUBRECIPIENT'S AREA DIRECTOR

Immediate notification to the Regional Director is required when there is intent to change, replace, terminate or significantly alter the primary duties of the area SBDC Field Center Director. The Regional Director will participate in the selection of a new SBDC Field Center Director.

VII. CAPITAL EQUIPMENT

- A. Title to all equipment purchased on this agreement shall vest in SUBRECIPIENT upon acquisition, subject to the provisions of 20 U.S.C. 3474 and OMB Circular A-110.
- B. SUBRECIPIENT must maintain an inventory of all equipment purchased with program funds costing \$500.00 or more. The \$500.00 threshold may be less subject to SUBRECIPIENT institutional policy and procedures on inventory requirements.
- C. Capital equipment is defined as any item having an acquisition cost of \$5,000.00 or more and a useful life of at least two years. Prior approval from the SBA for the purchase of equipment of any amount not listed in the approved budget is required. To request approval to purchase capital equipment, SUBRECIPIENT must submit a letter of request to the SBDC LEAD CENTER, which will in turn make the request to SBA, if required. This letter should be sent to 880 National City Blvd., Suite 7118, National City, CA 91950.

VIII. TRAVEL



- A. Costs for transportation, lodging, meals, and incidental expenses incurred by SUBRECIPIENT personnel for travel listed in the proposal relating to the performance of this agreement shall be considered a reasonable and allowable charge to this agreement to the extent that:
 - (1) The costs do not exceed charges normally allowed by the SUBRECIPIENT in its regular operations based on the existence of written institutional policy on such costs; provided, however, that air travel undertaken by SUBRECIPIENT shall be by common carrier at coach or economy rates, and the principles for such costs established by the Director of the Office of Management and Budget, as set forth in OMB Circular A-21 are observed. In the absence of written institutional policy, the costs may not exceed the rates and amounts established under subchapter 1 of chapter 57 of Title 5, United States Code.
- B. Out-of-region travel costs are allowable as direct costs only when the travel has received the advanced written approval of SBA via the SBDC LEAD CENTER. Such travel approval requests shall include all pertinent information including date(s), destination, purpose, name of traveler(s), and estimate of cost. Each separate trip must be specifically approved. For the purposes of this section, travel is defined as any travel inside the contiguous forty-eight States and Canada. The exception to this ruling, wherein no advance approval is required, is travel related to the National SBDC Annual Conference.
- C. If foreign travel is approved, SUBRECIPIENT is subject to and must comply with the provisions of the Fly America Act. The Fly America Act refers to provisions enacted by Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (Public Law 93-623, January 3, 1975), 49 USC App. 1517, as amended by Section 21 of the International Air Transportation Competition Act of 1979 (Public Law 96-192, February 15, 1980), 94 Stat. 43. The implementing Federal Travel Regulations are published at 41 CFR Part 301-3.6. The Act requires those Federal travelers and others performing U.S. Government-financed foreign air travel must be U.S. flag carriers, to the extent that service by such carriers is available. With the exception of travel under bilateral agreements permitted pursuant to 49 USC App. S 15178 (1982), foreign air carriers may be used only when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission. If a foreign air carrier is used for any part of foreign travel, SUBRECIPIENT must submit a justification statement to SBDC LEAD CENTER explaining why service by a U.S. flag carrier is not available, or why it would be necessary to use foreign air carrier. SBDC LEAD CENTER will review the justification and will forward the request to SBA.
- D. No funds provided under this agreement shall be used for travel by employees of the U.S. Government.

IX. PUBLICATIONS

- A. All press releases, brochures, reports, advertisements, training booklets, websites, stationary, business cards, or materials that are produced utilizing SBDC funds (federal, matching, and/or program income) must prominently feature the local SBDC logo per the SBDC Policy and Procedure Manual and the Policy on Logo Use. Where appropriate, the SBDC NETWORK logo may be replaced by the local SBDC logo. The District reserves the right to disallow expenses related to publications that do not adhere to the SBDC logo policy.
- B. Any publication resulting from this project which contains editorial content must include the following disclaimer: "Funded in part through a cooperative agreement with the U.S. Small Business Administration. All opinions, conclusions or recommendations expressed are those of



the author(s) and do not necessarily reflect the views of the SBA."

- C. All press releases, brochures, reports, advertisements, training booklets, websites, or publications that are produced utilizing SBDC funds (federal, matching, and/or program income) must feature the SBDC logo or the SBDC Network logo and SBA logo. The SBA logo does not need to appear on stationary or business cards. Where used, protocol must comply with the Policy and Procedure Manual and the Policy on Logo Use. The following statement must appear immediately below or adjacent to the SBA logo: "Funded in part through a cooperative agreement with the U.S. Small Business Administration." This acknowledgement must appear verbatim except where severe space constraints exist wherein an SBDC may substitute " SBA" for U.S. Small Business Administration."

In accordance with Section 504 of the Rehabilitation Act and the Americans With Disabilities Act of 1990, all notices, promotional items, brochures, publications and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops sponsored or cosponsored by the SBA must include the following accessibility/accommodation notice: " Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact Jill Andrews, Small Business Administration, 550 West C Street, Suite 550, San Diego, CA, 92101, (619) 727-4885."

X. AUDIT

- A. SUBRECIPIENT will provide the SBDC LEAD CENTER a copy of ITS annual audit each year, as needed.
- B. SUBRECIPIENT agrees to maintain all financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from submission of the final invoice or final expenditure report to SBDC LEAD CENTER, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of the performance of this agreement shall be retained until such audits, appeals, litigations, or claims have been disposed of.
- C. In the event that SBA, the Comptroller General of the United States, or DISTRICT determines through audit or some other appropriate means, that expenditures from funds allocated to SUBRECIPIENT were not made in compliance with the regulations of SBA or the provisions of this agreement and are therefore unallowable, SUBRECIPIENT shall promptly refund the unallowable amount to SBDC LEAD CENTER upon demand. Or, if final payment has not been made, DISTRICT may reduce future payments by the unallowable amount in consultation and approval of the SBDC LEAD CENTER.
- D. SUBRECIPIENT certifies that it has met the audit requirements of OMB Circular A-133, A-128, or equivalent Federal Financial Compliance Audit and shall furnish a copy of such audit report (and management letters upon requests) to SBDC LEAD CENTER no later than thirty calendar days after receiving it from the auditor or within 30 calendar days of expiration of this agreement, whichever occurs first. If the SUBRECIPIENT is not subject to OMB Circular A-128 or A-133, SUBRECIPIENT shall have an audit of the program conducted and submitted to SBDC LEAD CENTER within 90 calendar days of the end of the period of performance as specified in this agreement. This audit will be conducted by an independent certified public accounting firm and shall be conducted in accordance with generally accepted Governmental Audit Standards as issued by the Comptroller General of the United States.
- E. SUBRECIPIENT further certifies that, in instances of noncompliance with Federal laws and regulations, appropriate corrective action will be taken. SUBRECIPIENT agrees to notify SBDC



LEAD CENTER of the corrective action within six months of furnishing the audit report to SBDC LEAD CENTER.

XI. COMPLIANCE WITH LAWS

- A. The SUBRECIPIENT shall be responsible for compliance with all requirements and obligations relating to the services required under local, state or federal law. Such requirements or obligations include, but are not necessarily limited to, minimum wage, overtime compensation, social security, unemployment insurance, income tax and worker's compensation.
- B. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and in all respects shall comply with Executive Order 11246, entitled "Equal Executive Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).
- C. SUBRECIPIENT will not discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam era, nor will SUBRECIPIENT discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which he/ she is qualified as defined by the Americans With Disability Act.
- D. SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of age.
- E. SUBRECIPIENT agrees to comply with all the requirements of Section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by P.L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq, as amended by 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air and Water Act, respectively, and all regulations and guidelines issued thereunder before the execution of this agreement. SUBRECIPIENT will use its best efforts to comply with clean air standards and clean water standards at the facilities and locations where the work of this agreement is performed.

XII. PATENTS AND INVENTIONS

Inventions and patents, which result from this agreement, shall be administered in accordance with Public Law 98-620 and 37 CFR Part 401. SUBRECIPIENT represents that its policies require appropriate assignments of inventions, discoveries and improvements from all persons who perform any part of the work under this agreement. Disposition of title to inventions, the filing of patent applications, disposition of patent rights and licensing covering the manufacture, use and sale of products and processes shall be governed by 35 U.S.C. 203 and 37 CFR Part 401. SBDC LEAD CENTER and the SBA shall have a non-exclusive, non-transferable, irrevocable, paid up license to practice or have practiced for or on behalf of the United States any invention made by the SUBRECIPIENT hereunder throughout the World. The SUBRECIPIENT shall report fully to SBDC LEAD CENTER and SBA any invention conceived or first actually reduced to practice in the performance of this agreement.

XIII. DEBARMENT, SUSPENSION, REPAYMENT OF FEDERAL DEBT

- A. SUBRECIPIENT certifies, by signing this document, that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. SUBRECIPIENT is required



to include this provision in any sub award resulting from this award.

- B. SUBRECIPIENT certifies, by signing this document, that neither it nor its principals is delinquent on the repayment of any federal debt. SUBRECIPIENT is required to include this provision in any sub award resulting from this award.

XIV. LOBBYING

- A. SUBRECIPIENT certifies, by signing this document, that no federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “ Disclosure Form to Report Lobbying,” in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all SUBRECIPIENTS shall certify and disclose accordingly.

XV. DISCLOSURE OF FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, request for proposals, bid solicitations, and other documents describing this project, the SUBRECIPIENT shall state clearly: 1) the dollar amount of the Federal funds for the project, 2) the percentage of the total costs of the project that will be financed with Federal funds, and 3) the percentage and dollar amount of the total cost of the project that will be financed by non governmental sources.

XVI. FRANCHISE TAX CERTIFICATION

SUBRECIPIENT certifies that, upon the effective date of this agreement, either 1) it is not delinquent in payment of State of California corporate franchise taxes or 2) it is not subject to the payment of such taxes. SUBRECIPIENT agrees that any false statement with respect to franchise tax status shall be material breach hereof, and DISTRICT shall be entitled to terminate this agreement upon written notice thereof to SUBRECIPIENT.

XVII. LIABILITY

SUBRECIPIENT and DISTRICT mutually agree that each party to this agreement is and will be acting as an independent contractor in the performance of this work, and that each shall be solely responsible for the official acts of its employees or its agents in connection with the performance of this work and will not hold the other party responsible for personal injury, death, property damage or other losses arising out of the official actions of those employees or agents.



XVIII. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

Neither party makes any representation or warranties of any kind, either express or implied, as to any matter not set forth in this agreement including but not limited to implied warranties or merchantability or fitness for any particular purpose with respect to confidential information, inventions, technology, mask works, software, technical data, or that use of any of the foregoing will not infringe any patent, copyright, mask work or other proprietary right. Neither party shall be held to any liability with respect to any claim arising from or on account of any use of the foregoing regardless of the form of action, whether in contract or tort, including negligence. To the extent that a party grants a sublicense or otherwise transfers any invention, technology, software, mask works, or technical data, the party hereby indemnifies and holds harmless the other party with respect to any claim arising out of the sublicense or transfer. In no event will either party be liable to the other for consequential or incidental damages of any nature whatsoever.

XIX. TERMINATION

This agreement may be terminated prior to the expiration of the period of performance by mutual written agreement of SBDC LEAD CENTER and SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT shall cease incurring cost under this agreement and take action to cancel all outstanding obligations, which can be reasonably canceled. Within forty-five calendar days of the effective date of the termination, SUBRECIPIENT shall submit a final report to SBDC LEAD CENTER covering costs incurred to the date of termination. SUBRECIPIENT shall be entitled to reimbursement for all costs incurred to the date of termination and for all uncancellable obligations up to the maximum amount set forth in Paragraph a of Article IV.

XX. LAW AND VENUE

SUBRECIPIENT shall be governed by, and construed in accordance with the laws of the State of California and exclusive venue will be 1823 Mission Avenue, Oceanside, CA 92054.

XXI. SPECIAL CONDITIONS

The Conditions of the Notice of Award, the Cooperative Agreement, the Program Announcement, the Policies and Procedures of the SBDC, along with the plan of operation as submitted by your college and approved by the Small Business Administration (SBA), shall be measures of performance of the SUBRECIPIENT under this Agreement.

In rendering services under this Agreement:

- A. Southwestern Community College District (DISTRICT) and SUBRECIPIENT do not change the independent status of the contractor;
- B. SUBRECIPIENT is performing services of the type performed prior to this Agreement;
- C. Employees of the SUBRECIPIENT are not employees of the DISTRICT. However, the performance of the SBDC Field Center is subject to the review of the SBDC Regional Director and the SBA Project Officer. The SUBRECIPIENT is solely responsible for employee payrolls and claims arising therefrom.
- D. The SBDC Field Center Director will receive prior approval from the Regional Director for travel outside of the SBDC NETWORK regional service area that is not documented in the current year



SBA approved budget. Changes to travel budget requested during the operational year do not constitute travel approval.

- E. The SUBRECIPIENT shall notify the Lead Center Director in advance when the SBDC Field Center Director is scheduled to be off-site or out of the office for eleven (11) consecutive business days or more.
- F. The SBDC Field Center Director attendance is required at all SBDC Network Director and/or staff meetings or events; professional development events; strategic planning sessions; and the annual Statewide SBDC Conference.
- G. Should the DISTRICT be required to reimburse the grantor, the Small Business Administration (SBA), for improperly claimed reimbursement for indirect cost or in-kind matching made on behalf of the SUBRECIPIENT, it will be the responsibility of the SUBRECIPIENT to reimburse the prime contractor. The same provision would apply to SUBRECIPIENT's cash match.
- H. Alterations or amendments must be approved by written mutual agreement of the parties herein. Any federal statutes and/or regulations governing these activities hereto bind the parties.
- I. Pursuant to 13 CFR 130.450, SUBRECIPIENT shall provide and expend within the contract year, total Matching Funds equal to the total amount of the Prime Sponsor (SBA) funding. At least 50% of the Matching Funds must be Cash Match. The remaining 50% may be provided through any allowable combination of additional cash, in-kind contributions, or indirect costs. In the event that SUBRECIPIENT does not expend the full amount of required matching, the SUBRECIPIENT is subject to disallowable SBA expenditures equivalent to the deficit of matching funds required.

XXII. PROFESSIONAL DEVELOPMENT OF SBDC PERSONNEL

The SUBRECIPIENT shall support accreditation standards and collaborate and fully participate in professional development activities planned and scheduled by the LEAD CENTER. This will include full participation of the SBDC Field Center Director and key personnel at the annual national Association of SBDCs conference; full participation of the SBDC Field Center Director, at the annual California SBDC Conference, the annual legislative outreach visit to Washington D.C.; and full participation of the SBDC Field Center Director and all staff and consultants at the all-Network SBDC meetings, trainings, or events. Participation in these professional development activities is herein included in the annual performance goals for the SUBRECIPIENT and will be linked to performance based funding when established.

XXIII. INDEMNIFICATION

The SUBRECIPIENT shall defend, indemnify and hold the DISTRICT harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SUBRECIPIENT, its officers, agents or employees. The DISTRICT shall defend, indemnify and hold the SUBRECIPIENT harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents or employees.

XXIV. INSURANCE



SUBRECIPIENT shall carry comprehensive general liability insurance and Workers' Compensation for the duration of the agreement, covering the District's referred employees or students.

XXV. DISTRICT POINT OF CONTACT

The DISTRICT point of contact on this grant is:
San Diego & Imperial SBDC Lead Center (LEAD CENTER)
Aleta Wilson, Regional Director
Southwestern College National City Higher Education Center
880 National City Blvd., Suite 7118
National City, CA 91950
619.482.6388

ACKNOWLEDGED AND ACCEPTED:

FOR THE DISTRICT

FOR THE SUBRECIPIENT

Melinda Nish, Ed.D.
Superintendent/President
Southwestern Community College District

Name
Title
Organization

Date

Date



EXHIBIT A - Scope of Work

The purpose of the SBDC program is to provide high quality business and economic development assistance to small businesses and prospective small businesses in order to promote growth, expansion, innovation, increased productivity and management improvement.

Entrepreneurial Services:

On a non-fee-basis, statutorily required services for the SDI SBDC Network applicable to all individual service centers to furnishing one-on-one confidential counseling to current and prospective small business owners include:

1. working with individuals to develop business plans, financial packages, credit applications, and contract proposals;
2. working with individuals to increase awareness of credit practices and credit requirements;
3. provide informational tools to assist individuals with pre-business startup planning, existing business expansion, and export planning;
4. working with individuals referred by the SBA district offices and SBA participating lenders.

Additional services are outlined in the SBDC Program Announcement, EXHIBIT D, and are incorporated herein by reference.

Definitions

Business advising	Service provided to an individual and/or business that is substantive in nature and requires assistance in the formation, management, financing, and/or operation of a small business enterprise AND is for less than one hour initially and includes any counseling session thereafter regardless of time. Counseling is one-on-one, in person, on the telephone or electronically and is specific to the client's individual needs and requires a signed Form 641 or an equivalent form that supports SBA's management information database.
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.

Training	An activity or event to actively deliver a structured program of knowledge, information, or experience on a business-related subject to two or more people lasting 1 hour or more. However, a pattern of reporting training events with minimum content (1 hour) or fewer than 6 participants will be subject to review by Lead Center.
Long Term Client	Meets the definition of "counseling" and requires 5 or more hours of contact time per individual or business during the fiscal year, including prep time.
Preventure (Nascent Entrepreneur)	An individual who has taken one or more active steps to form a business.
Start-up Business	Individuals who have been in business for twelve (12) months.
Existing Business	Businesses in operation more than one (1) year.
Capital Infusion	All forms of debt and investment from all sources (i.e., lines of credit, consumer debt products used specifically for the business, outside investors, owner's capital contributions, 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 draw-downs. Equity capital may only be counted when it is actually funded.



Exhibit – B SBDC Field Project Definitions

1. DEFINITION OF TERMS

Terms as used in this Agreement have the following definitions:

A "8(a) Program" means the SBA 8(a) Business Development Program - An SBA Program that offers a broad scope of assistance to socially and economically disadvantaged firms,

B, "Agreement" refers to this Agreement, number _____,

C. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit C.

D. "Budget Category" means the major budget subject headings designated in Exhibit C. They are: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Consultants, Other and Indirect Costs. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit C.

E. "Business counseling services" means one-on-one or small group meetings with current and/or prospective small business owners in person, by telephone, video conferencing, or computer, to coach, mentor or provide information to help the small business owner move towards intended results.

F. "Cash Match" means the term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-110, A-116, A-122 and A-133, as applicable and as amended or supplemented.

G. "CAT" means the Software VoucherCATS OR WebCATs 2000-2010 Client Activity Tracking System used in the SBOC NETWORK SO/IV Program.

H. "CDBG" means the United States Department of Housing and Urban Development, Community Development Block Grant.

I. "CFR" means the Code of Federal Regulations.

J. "COCCC" means the Chancellor's Office of the California Community Colleges.

K. "SUBRECIPIENT" means the TBD

L. "Cooperative Partners" means those partners identified in the annual Notice of Award (Cooperative Agreement) issued by SBA.



L. "Empowerment Zones" means a community designated by the federal Department of Housing and Urban Development (HUD) as an area that suffered significant economic distress and may receive targeted funding from federal agencies.

M. "Funds" means any Funds listed in any column of Exhibit C with the exception of the Cash Match Column.

N. "Expiration" means the expiration, termination or cancellation of this Agreement.

O. "In-Kind Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-92, A-110, A-122 and A-133, as applicable and as amended or superseded.

P. "HUBZone" means a Historically Under-utilized Business Zone designated by SBA as an area located within one or more qualified census tracts, qualified non-metropolitan counties or lands within the exterior boundary of an Indian Reservation.

Q. "Lead Center" means the Small Business Development Center Network for San Diego and Imperial Counties.

R. "Lead Center Director" refers to the Regional Director and the individual, or designee, on behalf of the SBDC NETWORK who has the overall responsibility to administer and evaluate the work of the SUBRECIPIENT during the term of this Agreement.

S. "Notice" means a notice of probation.

T. "OMB" means the federal Office of Management and Budget.

U. "Program Income" means all monies earned or received from SBDC Field Center clients and from other SBDC NETWORK Program activities and/or products other than counseling services.

V. "POL" means the SBA Prequalification Loan Program.

W. "SBA" means the United States Small Business Administration

X. "SBDC" means Small Business Development Center.

AA. "SCORE" means the Service Corps of Retired Executives.

BB. "Special Emphasis Groups" refer to underrepresented populations of business owners compared to their representation in the overall population. Depending upon



the service territory demographics of the SBDC Field Center, 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, individuals in rural areas and HUBZones and those in low to moderate income urban areas as determined by Census Bureau information.

Sample

BUDGET JUSTIFICATION - Year _____
(ESTIMATED COSTS)

Name of SBDC Center:

Host Institution & Name of SBDC

DESCRIPTION	SBA	CASH MATCH	IN-KIND	INDIRECT	TOTAL
A. PERSONNEL <i>(Please complete page 3, Personnel List)</i>					
Total Salaries and Wages	\$0.00	\$0.00	\$0.00		\$0.00
B. FRINGE BENEFITS Full-time staff _____ % _____ rate Part-time staff _____ % _____ rate					
Total Fringe Benefits	\$0.00	\$0.00	\$0.00		\$0.00
C. TRAVEL In-state: _____ miles @ _____ /mi. Out of state:					
Total Travel	\$0.00	\$0.00	\$0.00		\$0.00
D. EQUIPMENT					
Total Equipment	\$0.00	\$0.00	\$0.00		\$0.00
E. SUPPLIES					
Total Supplies	\$0.00	\$0.00	\$0.00		\$0.00

DESCRIPTION	SBA	CASH MATCH	IN-KIND	INDIRECT	TOTAL
F. CONTRACTUAL					
Total Contractual	\$0.00	\$0.00	\$0.00		\$0.00
G. CONSULTANTS					
Total Consultants	\$0.00	\$0.00	\$0.00		\$0.00
H. OTHER					
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			\$0.00	\$0.00
TOTAL BUDGET	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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**EXAMPLE**

NAME AND POSITION TITLE	FEDERAL SHARE	MATCH	TOTAL ANNUAL SALARY	NO. MOS.	% TIME on SBDG PROGRAM	TOTAL AMOUNT REQUIRED FOR SBDG PROGRAM
	(1)	(2)	(3)	(4)	(5)	(6)
Aaron Amherst, State Director	\$45,000.00	\$50,000.00	\$95,000.00	12	100%	\$95,000.00
Wilma Wellesley, Associate State Director	\$50,000.00	\$30,000.00	\$80,000.00	12	100%	\$80,000.00
Steven Swarthmore, Financial Analyst	\$30,000.00	\$35,000.00	\$65,000.00	12	100%	\$65,000.00
Peter Pomona, Lead Counselor	\$35,000.00	\$35,000.00	\$70,000.00	12	100%	\$70,000.00
Betty Bryn Mawr, IT Specialist	\$25,000.00	\$50,000.00	\$75,000.00	12	100%	\$75,000.00
Walter Williams, Counselor	\$45,000.00	\$5,000.00	\$50,000.00	12	100%	\$50,000.00
Mildred Middlebury, Counselor	\$25,000.00	\$25,000.00	\$50,000.00	12	100%	\$50,000.00
Sandra Smith, Counselor	\$25,000.00	\$25,000.00	\$50,000.00	12	100%	\$50,000.00
Veronica Vassar, Counselor	\$25,000.00	\$25,000.00	\$50,000.00	12	100%	\$50,000.00
Harold Haverford, Counselor	\$0.00	\$50,000.00	\$50,000.00	12	100%	\$50,000.00
Carlos Carleton, Counselor	\$25,000.00	\$0.00	\$50,000.00	12	50%	\$25,000.00
Vacant, Counselor	\$0.00	\$25,000.00	\$50,000.00	6	100%	\$25,000.00
Brian Bowdoin, Administrative Assistant	\$37,500.00	\$0.00	\$37,500.00	12	100%	\$37,500.00
Sarah Scripps, Administrative Assistant	\$37,500.00	\$0.00	\$37,500.00	12	100%	\$37,500.00
Vacant, Receptionist	\$0.00	\$20,000.00	\$26,666.67	12	75%	\$20,000.00
Student Intern (x4)	\$0.00	\$20,000.00	\$40,000.00	6	100%	\$20,000.00
TOTAL COST	\$405,000.00	\$395,000.00	\$875,666.67			\$800,000.00

*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.*

1. Column 1 + Column 2 = Column 6

2. Column 6 = Column 3 x $\frac{\text{Column 4} \times \text{Column 5}}{12}$

INSTRUCTIONS FOR SBA BUDGET JUSTIFICATION and SF 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 8a.

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 8c.

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 8d.

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 8e.

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 8f.

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 8g. Please re-label and insert total for consultants in Row 8g.

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 8h.

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.

SMALL BUSINESS DEVELOPMENT CENTER

FY/CY 2014

**PROGRAM ANNOUNCEMENT FOR RENEWAL OF THE COOPERATIVE AGREEMENT FOR CURRENT
RECIPIENT ORGANIZATIONS**

NO. OSBDC – 2014 – 01 FOR FY 2014

&

NO. OSBDC – 2014 – 02 for CY 2014

**In order to be eligible as a Host Institution, any applicant must be a current recipient of SBA
OSBDC funding. For-profit businesses are not eligible for this award.**

Fiscal Year Proposals are to be posted to www.grants.gov by 9 P.M. E.S.T. on July 18, 2013

Calendar Year Proposals are to be posted to www.grants.gov by 9 P.M. E.S.T. on August 22, 2013

U.S. SMALL BUSINESS ADMINISTRATION

OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS
PROGRAM ANNOUNCEMENT
TABLE OF CONTENTS

TABLE OF CONTENTS.....	0
<u>SECTION I. FUNDING OPPORTUNITY DESCRIPTION</u>	
A. Program Overview.....	1
B. Introduction & Purpose	2
C. Program Requirements.....	3
<u>SECTION II. AWARD INFORMATION</u>	
A. General Award Information.....	8
B. Funding Information.....	8
C. Match Requirement.....	9
<u>SECTION III. ELIGIBILITY INFORMATION</u>	
A. Eligible Applicants for this Cooperative Agreement (Mandatory Requirements)	9
B. Ineligible Applicants for this Cooperative Agreement.....	9
<u>SECTION IV. APPLICATION AND SUBMISSION INFORMATION</u>	
A. Required Application Format.....	10
B. Treatment of Proposal Information.....	18
C. Required Submission Dates.....	19
D. Intergovernmental Review.....	20
E. Funding Restrictions.....	20
<u>SECTION V. APPLICATION REVIEW INFORMATION</u>	
Proposal Evaluation	24
<u>SECTION VI. AWARD ADMINISTRATION</u>	
A. Award Notice.....	24
B. Reporting.....	25
<u>SECTION VII. AGENCY CONTACT(S)</u>	
A. Program Points of Contact.....	36
B. Financial/Grants Management Contact.....	36
C. Peer Contacts	36
<u>SECTION VIII. OTHER INFORMATION</u>	
A. Program Overview	36
B. Advance Understandings.....	39
C. Definitions.....	48
D. Guidelines.....	53

**SMALL BUSINESS DEVELOPMENT CENTER
PROGRAM ANNOUNCEMENT**

SECTION I. – FUNDING OPPORTUNITY DESCRIPTION

A. PROGRAM OVERVIEW

1. Federal Agency Name: U. S. Small Business Administration, Office of Small Business Development Centers
2. Funding Opportunity Title: Office of Small Business Development Centers Program Announcement
3. Announcement Type: Initial
4. Funding Opportunity Number: Program Announcement # SBDC-2013-0001 or SBDC-2013 -0002
5. CDFA Number: 59.037
6. Closing Date for Submissions: July 18, 2013, Proposal due to the OSBDC via www.grants.gov at 9 p.m. EST for Program Announcement No. OSBDC – 2014 – 01 for FY 2014

August 22, 2013; Proposal due to the OSBDC via www.grants.gov at 9 p.m. EST for Program Announcement No. OSBDC – 2014 – 02 for CY 2014
7. Authority: Small Business Act, Section 21(c)(3)(T) and Section 27 (15 USC §§ 648(c)(3)(T) and 654) (Title IX of Public Law 105-277, Public Law 108-447)
8. Funding Instrument: Cooperative Agreement
9. Funding: Funding is for fiscal 2014 or calendar 2014
10. 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 preliminary funding amount for the SBDC program for fiscal 2014 is \$103,440,000.00. The recipient organization receiving the Cooperative Agreement is required to match funding received on a 1:1 ratio with at least 50% non-federally sourced cash and not more than 50% in-kind. Match also may come through the SBDC network.
11. Project Duration: 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; a failure to follow the rules and procedures set forth in the statute regulation and/or Program Announcement (see 13 CFR Part 130.700) as incorporated into the Cooperative Agreement; or has been denied Accreditation.

12. Project Starting Date: Approximately 90 days after closing date, but no later than October 1, 2013 for Program Announcement No. OSBDC – 2014 – 01 for FY 2014; and January 1, 2014 for Program Announcement No. OSBDC – 2014 – 02 for FY 2014
13. Proposal Evaluation: Proposals will be reviewed for sufficiency in meeting the requirements of the program as defined in 13 CFR Part 130.340. SBA may ask applicants for clarification of the technical and cost aspects of proposals.

B. INTRODUCTION AND PURPOSE

1. INTRODUCTION

The Small Business Development Center (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 known as Lead Centers—one in each state (four in Texas and six in California), the District of Columbia, Puerto Rico, the Virgin Islands, Guam and American Samoa and their corresponding Service Centers. 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, their respective service areas and their local strategic partners.

SBDCs must work collaboratively, with assistance from SBA's District Offices, to coordinate their efforts to expand services and avoid duplication with all other SBA-funded programs. Where the SBDCs are located in communities with resource partners, the SBDCs should coordinate with them in offering training and other forms of assistance to their clients. SBDCs are encouraged to fully employ the resources of other federal, state and local government, academic and private sector programs concerned with aiding small businesses in order to provide seamless business development assistance at every stage of business growth.

2. PURPOSE

The SBDC Program is designed to provide high quality business and economic development assistance to small businesses and nascent entrepreneurs (pre-venture) in order to promote their growth, expansion, and innovation to increase productivity and to improve management.

3. AUTHORIZING LEGISLATION

The Small Business Development Center (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 USC § 648, and federal regulations, 13 CFR 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 (15 USC § 648), 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 CFR Part 130.340(c),

SBA has identified certain Special Emphasis Groups (as defined in Section VIII, Part D, "Definitions"), to be targeted for assistance by SBDCs.

C. PROGRAM REQUIREMENTS

1. DEFINITIONS

Definitions are in Section VIII of this document – Other Information.

2. PERFORMANCE MEASUREMENTS

SBA is focused on strategic planning, performance, and proven results as measured by all resource partners. Each SBDC's achievements are measured on negotiated and agreed upon short- and long-term outputs and outcomes. SBDCs are expected to provide in-depth, substantive, longer-term, outcome-oriented counseling and training for greater economic impact measured by the creation and retention of businesses and jobs, capital infusion and increased company revenues.

SBA and the SBDCs have jointly identified the following performance goals for the SBDC program:

- Number of Single-year, Long-Term Clients (5 hours or more of counseling: contact and prep time);
- Number of new businesses created; and
- Dollar Amount of Capital Infusion, which includes SBA loans, non-SBA loans and equity investment.

Additional performance measures reported to SBA, but not goalled:

- Number of jobs created
- Number of jobs retained

Data reporting performance goals/measurements are collected through SBA's centralized data collection system (currently EDMIS). Data integrity, verification and validation of performance results for all SBA supported programs are an SBA priority. Standards for the ability to attest to the integrity and quality will be issued.

Performance goals are negotiated annually between the SBDC and the District Office. If the goals are in alignment with appropriate indices and/or circumstances they will be accepted by OSBDC and incorporated into the SBDC Notice of Award. When circumstances warrant, OSBDC will work with the District Director and the SBDC to adjust performance goals.

3. IMPORTANT PRIORITIES FOR SBDC RECIPIENTS IN FY/CY 2014:

- ❖ Participation in SBA's economic stimulus and other initiatives or programs;
- ❖ Increased focus on
 - technology assistance -
 - ❖ providing information and assistance to small businesses to increase their use of technology to improve business efficiency; and
 - ❖ targeting SBDC assistance to innovative science and technology companies to enhance their high growth potential.
 - Continuing to improve the level of international trade assistance offered;
 - Participating, to the extent practical, in collaborative ventures to improve assistance to small businesses;
 - Participating, to the extent practical, in collaborative ventures to improve assistance to entrepreneurs of all ages, especially seniors and youth, i.e. AARP partnership; Start Young;

- Working with faith-based and other neighborhood organizations as appropriate;
- Providing contracting and procurement assistance;
- Providing assistance to veterans, including:
 - ✦ marketing SBA's Military Reservist Economic Injury Disaster Loan program;
 - ✦ participating in the Department of Defense (DOD) Yellow Ribbon Reintegration and Transition Assistance Programs; and
 - ✦ working, to the extent practical, in collaboration with the SBA District Office to support the Boots to Business training initiative.
- ✦ Continued participation in the ED Impact Survey through cooperation with SBA's contractor(s) – particularly the provision of client data. Non-participation will constitute a finding on SBA programmatic reviews;
- ✦ Participation, to the extent practical, in the FCC Broadband Plan;
- ✦ Assisting small businesses to prepare business continuity/disaster readiness plans;
- ✦ Enhanced on-line service delivery of SBDC services and use of web-based training as part of service portfolio;
- ✦ Participation with SBA/ASBDC to develop and assess counselor core competencies nationwide.

4. SBDC PROGRAM DETAILS

The SBDC Program is governed by a binding legal instrument between the SBDC Lead Center 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 CFR 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 CFR Part 130.340(c)]. (See Section VIII – part D, “Guidelines”).

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.

a. STATUTORILY REQUIRED SERVICES

SBDCs are required to provide the following services:

- (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 Administration 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 and SBA participating lenders (Note: 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 available to meet the needs of entrepreneurs throughout the SBDC's designated service territory.
- (2) **Technology transfer, research and development:**
 - ✦ Assisting small business owners and entrepreneurs with technology transfer, research and development,

- ❖ 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.

(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 (DOC) 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.

(4) Export Assistance:

- ❖ Maintain 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 that at least five (5) counselors or ten percent (10%) of the total number of full time small business counselors in the network, whichever is the least, achieve certification as export assistance counselors. Compliance with the requirement shall be reported in the semi-annual and annual reports by providing the counselor name, certification type and date of certification as well as the number of full-time equivalent 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. Recipients may refer to SBA Policy Notice 6000-800 for further guidance regarding export and trade counselor certification.
- ❖ Report client data for export assistance as required on SBA Form 641, including numbers of small businesses new to export; numbers of new markets entered; export revenues; referrals to a USEAC or SBA; referrals to the Department of Commerce, Department of Agriculture, Department of State, ExIm Bank, OPIC or the USTDA; number of jobs created or retained in the exporting aspect of the business.
- ❖ Cooperate with SBA's Office of International Trade, the Department of Commerce, and appropriate Federal, State and local agencies (including state trade agencies) to assist small business to:
 - identify and develop potential export markets;
 - facilitate export transactions;
 - obtain export financing;
 - develop trade linkages between U.S. and foreign small business firms;
 - participate in international trade shows;
 - access export assistance in rural areas;
 - develop or reorient marketing and production strategies for international markets
 - obtain referrals to appropriate resources for trade adjustment and trade remedy assistance;
 - conduct Export Trade Assistance Partnership (E-TAP) programs;
 - access translation services for small firms doing business, or attempting to develop business, in foreign markets;

- register on www.export.gov and Business USA.gov websites to access self-assessment, basic research and information, training and other federal export assistance resources.

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

(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 plant or a contract in support of such facility.

(6) Regulatory Compliance:

- ✦ Maintain current information concerning environmental, energy, health, safety and other federal, state and local regulations that affect small businesses and counsel small businesses on methods of compliance with such regulations.
- ✦ Identify resource centers of reference materials and refer clients, 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) Specific Informational needs:

Provide specific informational needs and assistance, including but not limited to –

- ✦ Identifying vendors and organizations that can coordinate and conduct research into technical and general small business problems for which there are no ready solutions.
- ✦ Identifying comprehensive physical and/or electronic libraries that contain current information and statistical data needed by small businesses.
- ✦ Maintaining a working relationship and open communications with financial and investment communities, legal associations, local and regional private consultants and local and regional small business groups and associations in order to help address the various needs of the small business community.
- ✦ Collaborating with local small business groups to conduct in-depth surveys in order to develop general information regarding the local economy and general small business strengths and weaknesses in the locality.
- ✦ Identifying and referring clients to qualified small business vendors, including but not limited to, private consulting engineers and private testing laboratories to provide services to small businesses.
- ✦ Maintaining lists of local and regional private consultants to which small businesses can be referred.

b. SBA REQUIRED SERVICES

It is acknowledged that SBDCs receive funding from other funding sources. SBA District Directors and SBDC Lead Center Directors should negotiate services that meet local needs identified by a periodic needs assessment and integrating the SBDC strategic plan into the proposal, including:

(1) Entrepreneurial Development Services

- ❖ Expanding international trade assistance to meet the requirements of the Small Business Act as amended by the Small Business Jobs Act of 2010 for the SBDC program participation in local Export Outreach Teams.
- ❖ 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 Manufacturing Extension Partnership (MEP) 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.
- ❖ Developing economic recovery programs and plans that include counseling small business owners on ways and means to strengthen business recovery and continuity.
- ❖ Economic development involvement.
- ❖ Participating in and actively supporting community 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. 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.

(2) Government Contracting Assistance

- ❖ Provide information and assistance to small business owners interested in pursuing federal, state and local prime contract and subcontract opportunities, including promoting SBA's SBIR and STTR programs.
- ❖ 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 (PTAC) program.
- ❖ Help 8(a) firms in the area of contract education and assistance.
- ❖ Work with SBA District Offices to assess the needs of 8(a) firms through SBA's Business Development Assessment Tool (BDAT) and other means to provide the 8(a) firm with business management and other education, training and information.

(3) Access to Capital and Other SBA Programs

- ❖ Provide financial packaging and other financial counseling assistance; including assistance for loans such as the Military Reservist Economic Injury Disaster Loan program, Community Express, Export finance programs and Patriot Express finance programs.
- ❖ Provide access to tools and initiatives offered by SBA's Office of Veterans Business Development (OVBD) to veterans and members of the Reserve and National Guard.
- ❖ Inform small business contractors about SBA's Surety Bond Guarantee Program.
- ❖ Support the SBA Center for Faith-Based and Community Initiatives, as appropriate.
- ❖ Educate clients about finance programs offered under ARRA and/or the Small Business Jobs Act of 2010.

(4) Underserved Markets

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

The public documents mentioned herein identify target program goals and performance measures and link their achievement with the budget process. As participants in a grant program of the SBA, SBDCs should be familiar with overarching Administration and agency goals including Government Performance Results Act available at

- ❖ <http://www.whitehouse.gov/omb/performance/gprm-act>
- ❖ SBA Five-Year Strategic Plan available at http://www.sba.gov/sites/default/files/serv_strategic_plan_2010-2016.pdf and
- ❖ SBA's Fiscal Year 2014 Budget available at <http://www.whitehouse.gov/omb/budget/Overview>

SECTION II. – AWARD INFORMATION

A. GENERAL AWARD INFORMATION

1. PROJECT START DATE

The project start dates are –

- ❖ October 1, 2013 for states/regions responding to Program Announcement No. OSBDC – 2014 – 01 for FY 2014; and
- ❖ January 1, 2014 for states/regions responding to Program Announcement No. OSBDC – 2014 – 02 for CY 2014.

2. PROJECT DURATION

The period of performance for this grant is one year, with a corresponding one year budget period. The applicant organization may continue to receive annual SBDC Cooperative Agreements in future fiscal/calendar years, subject to continued program authorization, availability of funds, satisfactory performance and full accreditation.

B. FUNDING INFORMATION

1. FUNDING

Funding is subject to the availability of funds and the requirements enumerated in the Small Business Act. 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. 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. SBA may increase award funds for the total federal funding to the recipient not to exceed \$80,000,000 but these amounts are not guaranteed.

2. FUNDING INSTRUMENT

The SBDC funding instrument is a Cooperative Agreement.

3. FUNDING RANGE

Section 21 (a) (4) (C) of the Small Business Act sets forth a formula by which funds are to be distributed. There will be a combined total of 63 awards made under

Program Announcement No. OSBDC – 2014 –01 for FY 2014; and
Program Announcement No. OSBDC – 2014 – 02 for CY 2014.

4. CANCELLATION

SBA reserves the right to cancel this Announcement, in whole or in part, at the Agency's discretion.

5. CONTINUATION OF FUNDS

SBA intends to continue to fund the SBDC program annually, subject to availability of funds and the continued interest of the host. 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 (Program, 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 Program Announcement (see 13 CFR Part 130.700).

C. MATCH REQUIREMENT

The organization receiving the Cooperative Agreement is required to match federal funding on a 1:1 ratio. Cash match in an amount not less than 50 percent of the federal funding is required. The remainder may be in the form of waived indirect and/or in-kind match (13 CFR Part 130.450). No portion of the match may be from federal sources (except applicable Community Development Block Grant funds). Program income (i.e. fees collected from clients and/or attendees for training) is also excluded as a source of matching funds. For insular areas – American Samoa, Guam and the U.S. Virgin Islands - 48 USC § 1469a requires the SBA to waive the match requirements on awards less than \$200,000 and further provides the discretion to waive match for these awards exceeding \$200,000.

SECTION III – ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS FOR THIS COOPERATIVE AGREEMENT (MANDATORY REQUIREMENTS)

The eligible entities are defined in 15 USC § 648 which states:

“That after December 31, 1990, the Administration shall not make a grant to any applicant other than an institution of higher education or a Women's Business Center. Section 648 also states that the Administration shall require any applicant for a Small Business Development Center grant with performance commencing on or after January 1, 1992 to have its own budget and to primarily utilize institutions of higher education and Women's Business Centers operating pursuant to section 656 of this title to provide services to the small business community.”

Any organization which currently has an SBDC Cooperative Agreement with SBA's Office of Small Business Development Centers remains eligible.

B. INELIGIBLE APPLICANTS FOR THIS COOPERATIVE AGREEMENT

Any organization which does not currently have an SBDC Cooperative Agreement with SBA's Office of Small Business Development Centers will automatically be considered ineligible and their applications will not be evaluated.

This includes, but is not limited to, entities identified in 13 CFR Part 130.200.

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. REQUIRED APPLICATION FORMAT

While proposals may be submitted for one year or for three years, OSBDC encourages a submission of a three year proposal for simplicity. All proposals must include the information listed in the chart provided in this section for the project year(s). An electronic copy of the proposal for each twelve month budget period must be provided to the SBA District Office for review and negotiation prior to submission to grants.gov. Following final negotiation with the District Office, all proposals (narratives and forms) must be submitted electronically via the government-wide financial assistance portal www.grants.gov by deadline dates contained within this Program Announcement.. **NO OTHER FORMS OF SUBMISSION WILL BE ACCEPTED.** All required forms are provided in the grants.gov application package for this funding opportunity, or are available at the web address <http://www.sba.gov/content/sbdc-forms-and-worksheets>. Specific instructions for obtaining, completing, and submitting an application via grants.gov, including animated tutorials, may be found at http://www.grants.gov/applicants/app_help_reso.jsp. The system is not an SBA system.

In order to submit an application via grants.gov, an organization is first required to have a DUNS number, be registered with the System for Award Management (SAM), and have a grants.gov username and password. The process for meeting these three pre-submission requirements may take several days to complete. Additionally, Applicants may have to download or upgrade their software in order to utilize grants.gov. Applicants should not wait until the closing date to begin the submission process in order to avoid unexpected delays that could result in the rejection of an application.

Information about the grants.gov registration process can be found at http://www.grants.gov/applicants/get_registered.jsp. Applicants must register as organizations, not as individuals. Please note that organizations already registered with grants.gov do not need to re-register. However, all registered organizations must keep their SAM registration up-to-date. As part of the grants.gov registration process, an Applicant must designate one or more Authorized Organizational Representatives (AORs). AORs are the only individuals who may submit applications to grants.gov on behalf of an organization. If an application is submitted by anyone other than a designated AOR, it will be rejected by grants.gov and cannot be considered for funding.

Once an application is submitted, it undergoes a validation process through which it will be accepted or rejected by the grants.gov system. The validation process may take 24 to 48 hours to complete. Applicants should save and print written proof of an electronic submission made at grants.gov. Applicants can expect to receive multiple emails regarding the status of their submission. The first email will confirm receipt of the application. The second email will indicate that the application has either, been successfully validated by the system and assigned an SBA tracking number, or it has been rejected due to errors. An Applicant will receive a third email once SBA has downloaded its application from grants.gov for review in accordance with Section 5.3 below.

If grants.gov notifies an Applicant via email that its application contains an error, the Applicant must correct the noted error(s) before the system will accept and validate the application. Applicants that choose to submit on or close to the closing date are advised they may not receive email notification of an error with their applications until after the submission deadline, and thus will not have an opportunity to correct and resubmit their applications.

APPLICATIONS THAT ARE REJECTED BY GRANTS.GOV WILL NOT BE FORWARDED TO SBA AND CANNOT BE CONSIDERED FOR FUNDING. It is the Applicant's responsibility to verify that its submission was received and validated successfully at grants.gov. To check on the status of your

application and see the date and time it was received, log on to grants.gov and click on the “Track My Application” link from the left-hand menu.

If you experience a technical difficulty with grants.gov (i.e., system problems or glitches with the operation of the grants.gov website itself) that you believe threatens your ability to submit your application, please (i) print any error message received; and (ii) call the grants.gov Contact Center at 1-800-518-4726 for immediate assistance. Ensure that you obtain a case number regarding your communications with grants.gov. NOTE: Problems with an Applicant’s own computer system or equipment are **not** considered technical difficulties with grants.gov. Similarly, an Applicant’s failure to: (i) obtain a DUNS number or complete the SAM or grants.gov registration process; (ii) ensure that an AOR submits the application; or (iii) take note of and act upon an email from grants.gov rejecting its application due to errors, are **not** considered technical difficulties. A grants.gov technical difficulty is an issue occurring in connection with the operations of grants.gov itself, such as the temporary loss of service by grants.gov due to an unexpected volume of traffic or failure of information technology systems, both of which are rare occurrences.

Applicants should use the following link to obtain assistance in navigating grants.gov and access a list of useful resources: http://www.grants.gov/applicants/app_help_reso.jsp. If you have a question that is not addressed under the “Applicant FAQs,” try consulting the “Applicant User Guide” or contacting grants.gov via email at support@grants.gov or telephone at 1-800-518-4726. The grants.gov Contact Center is open 24 hours a day, seven days a week.

PROPOSAL ATTACHMENTS CHART

	Single Year Proposal	Multi Year Proposal	
		Year One	Year Two and Three
List of Attachments submitted through grants.gov	√	√	√
Approval Letter from SBA District Office	√	√	√
Narrative	√	Prepare for the three year period.	Provide changes related to the service delivery approach; new SBA/SBDC priorities; schedule of holiday closures; a list of new employees, their positions and resumes.
Planned Milestone Accomplishments	√	Submit for first year only.	Provide revised negotiated goals for program year.
SBDC Network Listing	√	√	√
Validate data using PIMS. (see page 46 15)			
Application for Federal Assistance SF-424 The Program Income Section on the Standard Form 424 should be left blank	√	√	√
Budget Information Non-Construction Programs SF-424A Leave blank line 7 (Program Income) on the	Submit for Lead Centers (and each Service Center if standard SBDC Budget Justification format is not	Submit for Lead Centers (and each Service Center if standard SBDC Budget Justification format is not submitted). Fill-in Section E, SF-424A,	Sections A, B, C, and D should be completed for the 12-month budget period for the network, Lead Center and each Service Center (if standard SBDC Budget Justification format is not submitted). LEAVE BLANK

Standard Form 424a (Budget Information – Non-Construction Programs) Do not add program income to line 6k. Program Income should be addressed in the proposal's program narrative.	submitted).	Line 16 only, Columns (b) First and (c) Second.	Section E in year three.
SBDC line-item Budget Justification with details of the cost calculation and Personnel List	Submit for Lead and each Service Center.	Submit for Lead and each Service Center.	Submit for Lead and each Service Center.
Indirect Cost Rate Agreements	Submit for lead and Service Centers claiming indirect costs.	Submit for Lead and Service Centers claiming indirect costs.	Submit only if provisional rate has changed at center.
Indirect Cost Allocation Worksheet	√	√	√
Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions SBA Form 1623	√	√	
Certification Regarding Drug-Free Workplace Requirements	√	√	
Certification Regarding Lobbying SBA Form 1711	√	√	
Disclosure Form SF-LLL	√	√	
Cash Match and Program Income Certification Form	√	√	√
Cost Sharing Proposal SBA Form 1224	√	√	
Assurances Non-Construction Programs SF-424B	√	√	

In the spring of each year the Program Announcement will be published on www.grants.gov and will reflect any programmatic or budgetary revisions to the program.

NOTE: Intent to Renew. SBDCs wishing to exercise a renewal option must e-mail or fax the Letter of Intent to Renew to the Program Manager in OSBDC by the date listed on the SBDC Applicant's Timeline page of this Program Announcement.

1. PROPOSAL INFORMATION

SBA Proposal Processing. All SBDC funding proposals must be reviewed by and receive concurrence from the SBA District Office(s) (District Director and/or Project Officer) in their geographic territory prior to submission of the final proposal to www.grants.gov. A concurrence letter from the SBA District Director must 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. That SBA Project Officer must obtain the concurrence and signature of all SBA District Directors in the geographic territory before issuance of the concurrence letter. Within statutory and regulatory boundaries, annual goals must be jointly negotiated and agreed upon between the District Director(s) and the SBDC Lead Center Director.

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 either the Project Officer or OSBDC if the proposal/submission has issues that require resolution. The SBA Program Manager recommends approval 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.

- a. **Program Narrative** (This information must be provided in a paginated attachment not to exceed 50 pages.) The components of the program narrative are:

- **Program Management**

A brief description of:

1. the service area of the Lead and Service Centers (must be statewide or region wide);
2. the methodology, philosophy and justification for the distribution of service area resources using factors such as population or business census, population/counselor distribution formulas, etc., and any planned adjustments;
3. correlation of resource distribution to needs assessment studies and the SBDC's strategic plan; and
4. the management and coordination of the SBDC throughout the state or area being served.

If applicable, describe plans for the addition of new Service Centers or programs. As part of the management strategy, describe the staffing plan including management strategy for vacancies (interim measures and acceptable vacancy timeframes), general staffing policy as it pertains to key personnel (Lead Center Directors and associate directors), desirable client wait time for counseling assistance and any changes anticipated in the coming year.

- **On-line 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. Providing clients with tools and access to information on-line should provide greater flexibility for SBDC counselors to provide counseling training, and other one-on-one activities with clients.

As part of the proposal narrative, applicants should describe how on-line service delivery is incorporated into their overall service delivery plan. Where possible and to reduce duplicative efforts, SBA's Small Business Training Network (SBTN) at "www.sba.gov/training" should be used for on-line training. The project plan for on-line services should describe the current level of service and/or the approach being taken to achieve a higher level. This discussion should include the planned operating environment and the process to be taken to achieve it, including timelines, benchmarks, anticipated results, resources and budget.

- **Organization and Structure**

An organizational chart for the total SBDC network indicating the position of the Lead Center within the applicant organization and the department/ division and person/title to whom the SBDC Lead Center Director reports.

- **Program Objectives**

SBDC must include a brief summary of major program objectives and ongoing programs, highlighting any new programs, special projects or activities. To facilitate reporting, categorize the information presented using the reporting titles listed in Section VI, Part B to the extent possible. (Success stories should not be included in the proposal.)

- **SBDC Scheduled Closures**

A listing of all scheduled SBDC Lead Center closures, whether for holidays or planned shutdown, of the recipient organization. Emergency closures must be reported to the SBA Project Officer as soon as possible. SBDC service providers must be open during the normal business hours.

- **Advisory Board**

A list of the members of the SBDC statewide/region-wide advisory board in accordance with 15 USC § 648(j), including their titles and a description of the board's responsibilities must be included in the proposal.

A majority of the advisory board members must be representatives from small businesses or associations representing small businesses located throughout the entire area of service. Veterans, women, minorities and Native Americans should be represented, as appropriate. There should be regular periodic meetings each year. The SBA District Director(s) should be a non-voting member.

The reasonable cost of travel of any board member for official board activities may be paid out of the SBDC's budgeted funds. An SBDC's proposal must include the date of its board's most recent meeting.

- **Conflict of Interest Policy**

The SBDCs current conflict of interest policy for the network must be included in the proposal. See Section VIII, Part B, "Conflict of Interest" for guidance on content of the Conflict of Interest Policy.

- **Training**

SBDC must provide a list of the types of training to be offered during the budget period. To assist SBA, categorize the types of events to be offered on a quarterly basis by topic per line ten of SBA Form 888. Recipients are expected to provide the SBA Project Officer with a quarterly calendar of training or access electronically to comparable information.

- **Personnel Resumes**

Resumes for any new key personnel directly employed by the SBDC (i.e., Lead and Service Center Directors and special program directors such as for technology or international trade) since the start of the last program year. It does not include trainers, counselors or support staff.

- **PIMS Contact**

The SBDC contact designated to maintain information in SBA's Partner Identification Management System (PIMS), by name, title, phone number and email address.

- **Other Funds**

The proposal must fully describe any other federal or state small business assistance programs, contributions or grant funds (excluding foundation accounts) managed by the

SBDC network outside the SBA Cooperative Agreement. Include the source and amount of funds provided by each organization and the purpose for which the funds have been provided.

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. Costs may not be proposed or claimed for activities for the SBDC program, regardless of funding source, for which the scope of activity is inconsistent with this Program Announcement

In accordance with 15 USC § 648(a)(5), the AA/OSBDC must approve all federal initiatives to be accomplished through the SBDC networks.

- b. **Planned Milestone Accomplishments.** This spreadsheet is required from the Lead Center and shall separately list the goals for the Lead Center and all SBDC Service Centers, including specialty centers. The spreadsheet must include sections on “Major Program Objectives” and “Special Projects” for the network for each Service Center. The spreadsheet is available at <http://www.sba.gov/content/sbdc-forms-and-worksheets>.
- c. **SBDC Network Listing.** The SBDC Network Listing shall be validated from SBA’s Partner Identification Management System (PIMS). PIMS must be kept current. The Location ID for each center is issued through the PIMS system and directly affects the SBDC’s ability to report program activity to the SBA’s data collection system (currently EDMIS), therefore it is vital to keep the information in this system current. Guidance on maintaining PIMS is in VI. B. Reporting, PIMS Maintenance.

2. BUDGET INFORMATION

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

a. Budget Preparation

SBDCs submitting multi-year proposals must refer to Section IV, Part A “Required Application Format”, for specific procedures.

The budget proposal must show the total cost of the program as proposed in Section B of SF-424A (rev. 7/97). Such costs include personnel, fringe benefits, travel, consultants, equipment, supplies and contractual costs. (Refer to SF- 424A, “Budget Information – Non-Construction Programs” Rev. 7/97) and budget justification instructions).

Although “Program Income” appears on the SF-424 (Application for Federal Assistance) it is not added into the “Total Estimated Funding” – line f – of the SF-424 and should be left blank. Leave blank the “Program Income” line on the SF-424A (Budget-Information – Non-Construction Programs) as it is not to be added into 6.k. Additionally, program income costs must not be included with costs totaled within the budget narrative. Program income should be addressed in the proposal’s program narrative.

b. Service Center Costs

For those SBDCs operating separate International Trade Centers, Procurement Centers or other specialty centers as part of the Cooperative Agreement, the budget proposal must include a separate budget and milestone chart.

The budget must specify which costs will be paid by federal dollars, cash- and non-cash match. This applies to costs incurred by Service Centers as well as recipient costs.

The budget proposal must describe the financial resources contributed by the applicant. The amount and source of funds provided as match must be clearly indicated, i.e., state, university and private sector funds- distinguishing between cash match, indirect match and in-kind match. Notations about in-kind match contributions must include information about how their value is determined.

If applicant presents Service Center costs in their proposal that are co-mingled with the applicant's budget elements (i.e., personnel, fringe, travel, equipment), it must provide individual Service Center budgets that include a breakout of each budget element. The breakout should include individual Service Center proposed costs that are charged to the recipient, including indirect costs and applicable indirect cost base and rate documentation.

If an applicant proposes service costs under the contractual budget element, separate Service Center budgets must be provided with a line item breakout, including the amount of federal dollars allocated to each Service Center, as well as indirect cost with applicable cost base and rate. If the Service Center proposes sub-contractual costs, supporting budget details such as a statement of work, the number of hours and rate of pay must be provided.

A separate spreadsheet with expenses for the entire SBDC network must be submitted to capture and summarize the total expenditures for each budget element/object class category. The object class categories on the spreadsheet will show the total *personnel, fringe benefits, travel, equipment, consultants, supplies, indirect cost and other*. The contractual line item will not include the Lead Center expenditures for Service Centers but will include any other Lead Center contractual items and all contractual items in the Service Center budgets.

c. Instructions for Budget Forms and Attachments

Form	Instructions	Available at:
Application for Federal Assistance (SF-424)	Please provide a complete street address. Do not use P.O. Box numbers.	Grants.gov application package
Budget Information-Non-Construction Programs (SF-424A)	This form is required for Lead Centers (and Service Centers if the standard SBDC Budget Justification format is not submitted).	Grants.gov application package
SBDC Budget Justification with narrative and Center Personnel List. See SBDC Budget Justification Instructions with regard to Personnel. Public LawEASE NOTE: All categories on the SBDC Budget Justification Form must be addressed in the	A line item budget justification with complete details for each expense item is required for the Lead Center and each Service Center. Include a list of SBDC personnel. See chart below for specific budget instructions - including personnel instructions. Information should be submitted using the standard SBA Budget Justification form, available at <u>SBDC Forms and Worksheets</u>. If the standard SBA form is	<u>SBDC Forms and Worksheets</u>

Budget submission.	not used, applicant must provide an SF-424A for each Service Center in addition to a line item budget justification for each center.	
Indirect Cost Rate Agreements negotiated with cognizant agency	These agreements are required for Lead Center and Service Centers claiming indirect costs.	
Indirect Cost Allocation Worksheet		SBDC Forms and Worksheets
Financial Status Statement	Please use this worksheet to address the financial status of your network for use by OED Financial Examiners and submit it to http://www.sendthisfile.com/sendthisfile/custom.jsp?sendthisfilecode=tttoRaTqlZkpqVWBQH37BDkLW	SBDC Forms and Worksheets

SBDC Budget Justification Instructions

(The direct cost and indirect cost total must agree with the SF-424 and SF-424A.)

Personnel:	List name and title of all personnel charged to federal and non-federal funds (direct costs). For each of these positions, show federal, match, annual salary, number of months, level of effort in percentage and total amount as the basis to estimate personnel costs. Include personnel for technology (at SBTDCs), designated International Trade personnel and contact designee to maintain PIMS information. Show position title for personnel to be hired.
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.
Travel:	Provide purpose for in-state (planned and unanticipated) and out-of-state travel (planned and unanticipated). For local travel not requiring prior approval, provide total anticipated mileage and mileage rate. For travel requiring prior approval, 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 unanticipated out-of-state (not in approved budget) travel.
Equipment:	List items costing at least \$5,000 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.
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.
Contractual:	Should Service Centers propose sub-contractual cost, please provide budget details, such as statement of work, number of hours and rate of pay. Separate budgets (i.e., form 424A and budget justifications) are only required for Lead Center contracts with individual Service Centers. Do not show indirect cost on contractual line. Service Center indirect cost must be shown on line j column 4 of the 424A.
Consultants:	There may be an error on form 424A showing a "construction" instead of a "consultants" category. Please indicate consultants cost on that line for construction. Specify the consultant's purpose and indicate the number of hours and rate of pay.

Other:	List all expenses included in this cost category. Expense items may include, but are not limited to computer software, copying, postage, printing, publications, subscriptions, dues, telephone, conference fees and office space (indicate square footage and rate). Do not list other items with zero amounts.
Indirect cost:	Indicate the indirect cost amount on budget justification line j and 424A, line 6j. Show indirect cost rate and method used to calculate indirect cost. You may obtain the Indirect Cost Allocation Worksheet from the SBDC website at http://www.sba.gov/content/sbdc-forms-and-worksheets . You may break out Lead Center Indirect vs. Contractual (Service Center) Indirect on line 23, Remarks. A copy of the Indirect Cost Rate agreement (ICR) approved by your cognizant agency for audits must be provided, including the signature page of the agreement to support indirect charges. A rate no higher than that approved under the ICR may be used to calculate indirect cost. Do not include indirect costs as cash match or as in-kind contributions. If the Lead or Service Center does not have an indirect cost rate agreement, please contact the Project Officer at the SBA District Office.

3. CERTIFICATION FORMS AND ASSURANCES

Form	Number	Available at:
Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions	SBA Form 1623	SBDC Forms and Worksheets
Certification Regarding Drug-Free Workplace Requirements		SBDC Forms and Worksheets
Certification Regarding Lobbying -- must be completed by all applicants	SBA Form 1711	SBDC Forms and Worksheets
Disclosure Form	SF-LLL	www.grants.gov application package
Cash Match and Program Income Certification Form -- includes certification of program income on hand		SBDC Forms and Worksheets
Cost Sharing Proposal	SBA Form 1224	SBDC Forms and Worksheets
Assurances-Non-Construction Programs	SF-424B	www.grants.gov application package

B. TREATMENT OF PROPOSAL INFORMATION

If the SBDC's proposal contains confidential data, the SBDC must follow Part 102 of SBA's regulations ([13 CFR Part 102](#)).

Unless otherwise specified, all financial, statistical, personnel and/or technical information and data which are 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.

Public Law 108-447, approved December 8, 2002, 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.

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 OMB Circular A-110.

C. REQUIRED PROPOSAL SUBMISSION DATES

Each SBDC applicant is required to submit its proposal to www.grants.gov. To ensure timely re-funding of SBDC continuing applications, the following due date has been established for the submission of proposals. **Strict adherence to these deadlines by SBDC applicants is imperative to allow the agency sufficient time to review and issue the Cooperative Agreement.**

There are some pre-conditions for submitting applications to www.grants.gov; therefore, applicants are advised to allow for appropriate time to register their organization, if they are not currently registered or if their current registration needs to be renewed. Specific instructions are provided on grants.gov for registering.

SBDC Applicant's Timeline

SBDCs funded on the federal FISCAL year

June 3, 2013	OSBDC submits proposed target goals to Project Officer in the SBA District Office - Project Officer, District Director and SBDC applicant complete target goal negotiations.
July 1, 2013	Proposal due via email submission from the SBDC applicant to Project Officer in the SBA District Office – Project Officer, District Director and SBDC applicant completes proposal negotiations. The proposal should include the negotiated goals.
July 18, 2013	Proposal due to the OSBDC via electronic submission on <u>www.grants.gov</u> at 9 p.m. EDT
September 5, 2013	Continuation of funding letter due from SBA to recipient organization. Issuance of Notice of Award will be made within 90 days of notification to AA/OSBDC of the final program funding amount provided that a complete proposal has been received by the AA/OSBDC.
February 1, 2014	SBDC recipient organization must submit a Letter of Intent to apply for renewed funding to the AA/OSBDC.

SBDCs funded on the CALENDAR year

June 3, 2013	OSBDC submits proposed target goals to Project Officer in the SBA District Office - Project Officer, District Director and SBDC applicant complete target goal negotiations.
August 1, 2013	Proposal due via email submission from the SBDC applicant to Project Officer in the SBA District Office – Project Officer, District Director and SBDC applicant completes proposal negotiations. The proposal should include the negotiated goals.

August 22, 2013	Proposal is due to the OSBDC via www.grants.gov at 9 p.m. EDT.
September 5, 2013	Continuation of funding letter due from SBA to recipient organization. Issuance of Notice of Award will be within 90 days of notification to AA/OSBDC of the final program funding amount, provided that a complete proposal has been received by the AA/OSBDC.
March 1, 2014	SBDC recipient organization must submit a Letter of Intent to apply for renewed funding to the AA/OSBDC.

D. 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."

E. FUNDING RESTRICTIONS

1. BUDGET PREPARATION & FUNDING

Administrative Requirements and Cost Principles

SBA will supply federal assistance funds for the SBDC's operation. However, to qualify for assistance, the applicant (Lead Center) and/or its network participants must provide, at a minimum, an amount (cash and in-kind match) equal to the federal dollars provided (See Match Section)

When making 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 220 (OMB Circular A-21). The Circular allows these incremental Facilities and Administrative 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.

SBDCs are governed by 2 CFR Part 215 (OMB Circular A-110) or 13 CFR Part 143 for administrative procedures and 2 CFR Part 220 (OMB Circular A-21), 2 CFR Part 225 (OMB Circular A-87), or 2 CFR Part 230 (OMB Circular A-122) for cost principles. These can be found at OMB Grant Circulars.

Travel

The budget proposal must include a description of the out-of-state (region) travel proposed, indicating estimated costs, number of persons traveling, and purpose of 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 2 CFR Part 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122), or 2 CFR Part 225 (OMB Circular A-87), as applicable. OMB Grant Circulars (Refer to Section VIII - Advance Understandings for prior approval requirements governing out-of-country travel.)

Payment of Dues

The budget proposal must show the total amount of Cooperative Agreement funds (both federal and non-federal) the SBDC intends to allocate for payment of dues to professional associations, including the ASBDC. Where federal funds have been used to pay Association dues, the SBDC must be able to document that the expenditure was reasonable and necessary to the SBDC based upon the benefits derived.

In addition, all memberships purchased with project funds must be in the name of the recipient organization rather than in the name of an individual.

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 USC § 1352 (also known as the Byrd Amendment). In addition, 2 CFR Part 230 or 2 CFR Part 220 (OMB cost circulars (A-122 at §25 and A-21 at §24)) provide that lobbying activities are generally unallowable costs. Reference should be made to the OMB Circulars, which set forth the unallowable activities as well as the limited activities that are allowed.

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.

Agreements for participating Service Centers must also be submitted.

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.

Indirect costs cannot be claimed for the Lead Center or for Service Centers that do not submit approved cost rate agreements for the proposed funding period. Indirect costs cannot exceed the amount allowable under the approved ICR Agreement submitted with the proposal. Indirect costs claimed must not exceed the amount on the approved budget in the Notice of Award without prior written approval of the SBA Grants Management Specialist.

Entities currently without an ICR agreement negotiated with a Federal agency may request that the SBA Project Officer provide an SBA rate agreement of 24% to be used exclusively for the SBDC program. For entities using an SBA provided ICR Agreement, the following terms apply:

- ❖ These terms are to assist in identifying and clarifying those costs considered to be “general administrative and general expenses” noted in 2 CFR Part 220.E (OMB Circular A-21), 2 CFR Part 225 (OMB Circular A-87) and 2 CFR Part 230.C (OMB Circular A-122). They form the basis for this SBA Indirect Cost Rate Agreement and subsequently may not also be included as direct costs against the award when the SBDC Indirect Cost Rate Agreement is used.
- ❖ Cost pools underlying the ICR Agreement include personnel compensation and benefits for positions or for activities which are not (1) in direct support of the SBDC program goals and objectives **and** (2) 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.

- * 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.

Facilities & Administration (F&A) costs may not otherwise be charged, directly or indirectly, to the Cooperative Agreement or claimed as non-cash match contributions without the incorporation of an approved ICR Agreement, either from the cognizant agency or from the SBA as described here.

Any agreements subsequently negotiated with a federal agency will supersede the SBA ICR agreement.

Justification of Costs

All costs proposed require justification and narrative explanation for the Lead Center and each 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.

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.

Subcontracting

All subcontracting awarded as a result of this Agreement will be in accordance with 2 CFR Part 215.40-215.48, OMB Grant Circulars, 13 CFR Part 143.36 and 13 CFR Part 143.37 as applicable to the entity.

Proposal Costs

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

2. FINANCIAL GUIDELINES

Carryover Requests

Funds should be expended in the year awarded; however, carryover requests will be considered on a case-by-case basis. Carryover of unexpended funds is permissible only if the funds are to be used for a project or activity within the scope of the SBDC program and the request is in the best interest of the Program.

The SBDC Lead Center Director must request approval to carry over anticipated unexpended federal funds to the next budget period prior to the close of the current budget period (No later than - for FY programs Sept 30, for CY programs December 31).

A formal Carryover request, submitted with the final SF-425, must include: (1) SF-424, budget pages, and justification; (2) narrative indicating why the funds were not expended during the period in which they were awarded; (3) SBA District Office approval; and (4) evidence of match.

The match requirement for carryover funds can be met by using overmatch from the current budget year, an increase in funds pledged by the SBDC or overmatch from the year funds were carried over or a combination of both.

Expenditures for the carryover requests must be accounted for separately from current year funds. All financial reports, pay requests and other correspondence relating to the carryover funds must reference the federal document number assigned to the funds carried forward.

Use of Program Income

Program income must be used to further the objectives of the SBDC program and cannot be used for other purposes. SBDCs must expend any program income exceeding 25 percent of the SBDC's total budget (SBA federal funds and matching funds) by year end. 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). The SBDC will include as an attachment to the SF-425, the SBA Form 2113 and a narrative description of how program income was used to further eligible program objectives.

Cash Match Requirement

Each SBDC applicant must ensure that no less than 50% of the required contribution will be in cash. This cash outlay must not include indirect costs, in-kind contributions, or program income derived from activities supported in whole or in part with federal or match funds. Direct cash match committed by the applicant organization or Service Center (i.e. personnel services, fringe benefits, consultants) may be included in the cash match only to the extent that these costs were committed as part of the specific direct line item costs verified by the Certifying Representative prior to funding.

Further, the cash match shall not include: (1) funds contributed from other federal sources [see exception below]; (2) 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 (3) amounts committed by the applicant organization for unidentified and/or contingent costs in the budget proposal.

There is one exception to the disallowance of federal funds as cash match. Community Development Block Grant (CDBG) funds received from the Department of Housing and Urban Development are allowed when: (1) the SBDC activities are consistent with the authorized CDBG activities for which the funds were granted; and (2) the CDBG activities are identified in the Consolidated Plan of the CDBG grantee or in the agreement between the CDBG grantee and the sub recipient of the funds.

When an SBDC manages another, non-SBA funded small business program which has a program scope consistent with the SBDC program, personnel compensation and benefit costs of the program may be counted as match provided that the funds for the program did not originate from another Federal Agency. See CDBG section above for exceptions where federal funds are allowed to be used as match.

The cash match must be committed up front and identified by source, amount and account number in the SBDC budget proposal. In addition, the contributors, requirements, specifications or deliverables must be clearly identified in the proposal. The cash match account (as well as SBA federal funds) allocated to the SBDC program, must be under the direct management of the SBDC Lead Center or Service Center Director. However, SBDC organizations are not required to establish separate bank accounts solely for SBDC purposes. 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).

If the state is providing part of the cash match, the Certifying Representative must verify that these funds have been appropriated prior to award of the Cooperative Agreement. However, in situations where state appropriation cycles prohibit total compliance prior to award of the Cooperative Agreement, the Certifying Representative shall verify that sufficient upfront cash match will be available from the state or other sources, prior to any withdrawal of federal funds.

SBA Requirement for Allocation of Federal Funds

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

SECTION V – APPLICATION REVIEW INFORMATION

PROPOSAL EVALUATION

A. APPLICANT SCREENING

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.grants.gov.**

B. SBA AND SBDC DUTIES AND RESPONSIBILITIES

SBA RESPONSIBILITIES

The OSBDC is responsible for:

- Mailing the continuation letter to the SBDC Lead Center Director.
- Notifying the SBDC Lead Center Director when the Program Announcement is posted www.grants.gov
- Reviewing the proposal and resolving any outstanding issues not settled by the District Office under the Disputes Policy. (See 13 CFR Part 130).
- Approving the proposal and issuing the Notice of Award.
- Conducting programmatic and financial reviews.
- Ensuring the SBDC PIMS information related to the opening or closing of service centers is updated upon submission from the SBDC Lead Center offices.

The SBA District Office is responsible for:

- Negotiating the proposal with the SBDC Lead Center Director incorporating District Office and agency priorities, including performance goals.
- Reviewing and initially approving the proposal.
- Submitting a letter of approval of the proposal by the District Director in the proposal via www.grants.gov.

SBDC RESPONSIBILITIES

The SBDC is responsible for:

- Preparing the proposal as outlined in this Program Announcement., Electronically presenting and negotiating the proposal with the SBA District Office prior to final submission.
- Submitting an electronic version of the proposal via www.grants.gov by the deadline listed in Section IV, B.

SECTION VI – AWARD ADMINISTRATION INFORMATION

A. AWARD NOTICE

All applicants will receive a written notification relative to continuation of funding for the award.

B. REPORTING

1. REQUIRED DATA COLLECTION SYSTEM – EDMIS

All SBDC's are required to report program data through SBA's data collection system (currently EDMIS). EDMIS serves as a centralized data collection system. While SBDCs may, if they feel the system meets all of their MIS needs, use EDMIS 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). SBDCs are required to upload all data they have collected via the SBA approved data collection tools (Form 641, Parts I, II and III and Form 888) except as precluded by statute.

PIMS Maintenance: SBA requires Lead Center SBDCs to maintain their Lead Center and Service Center information in SBA's Partner Identification Management System (PIMS), which interfaces with EDMIS. OSBDC will use PIMS to generate the network listing. The Lead Center SBDC will designate one employee to inform SBA to update PIMS and provide their name, email address and phone number within the proposal. Updates will not be processed unless they are received from the designated employee's email account. The employee may be contacted by SBA web support for more information if it is needed. The employee will use the email account set up for PIMS at websupport@sba.gov and include "PIMS" in the subject line. SBDCs must notify SBA using websupport@sba.gov within 15 days of changes in contact information such as individuals, telephone numbers, fax numbers, e-mail and website addresses for Lead and Service Centers. However, websupport@sba.gov should not be used if your network has centers to be added, closed, or assigning a location code. Rather, the designee must notify the appropriate OSBDC Program Manager /SBA within 15 days so that centers to be added, closed, or assigning a location code. Only OSBDC can open, close or update location codes.

In the event of PIMS personnel changes, the SBDC must alert their SBA District Office and their OSBDC Program Manager within 15 days.

2. REQUIRED SBA REPORTS

All SBDC recipients must provide the required reports to SBA by the established deadlines. Failure to file timely reports may result in withholding of reimbursements.

The required reports are:

- a. SBDC Quarterly Counseling and Training Reports (EDMIS submission)
- b. Financial Reports, including SF-425 with required attachments
- c. Semi-annual Performance Report
- d. Annual Performance Report
- e. Economic Impact Data Report

3. REPORT DESCRIPTIONS

- a. **SBDC Quarterly Counseling and Training Reports (EDMIS Submission)**

Due: No later than 30 days after the close of each quarter.

All data collected from the Form 641, Parts I-III (except as precluded by statute) are to be reported through EDMIS as part of this quarterly reporting requirement. All SBDCs are required to either manually enter data or upload batch files to the EDMIS system. These files must contain complete information for all fields. The EDMIS system stores this client specific information and is capable of generating reports on the data. The data collection tools consist of Form 641, Parts I, II and III,

Form 888 and an online collection of annual impact data. The 641 is designed to collect client specific data. As such, these fields should be as complete as possible. Non-mandatory fields must be completed when data is available, including but not limited to capital infusion data, job creation and retention data, and other economic impact data. Economic Impact data that is collected on the 641 should also be included in the Economic Impact Report in EDMIS. The most current version of approved client definitions is available on www.sba.gov/private/edmis2/private. Other documentation regarding EDMIS is also available at this site.

b. Financial Reports.

i. Federal Financial Report, SF-425

Due: Semiannual financial reports are due no later than 30 days after the close of the second quarter; final financial report is due no later than 90 days after the end of the fiscal or calendar year cycle. New SBDC Lead Centers are required to provide a financial report for the first three years of operation within the timeframes stated above. Centers in existence over three years are only required to report semi-annually.

Lead Centers must submit an original financial report including Standard Form 425, signed by the authorized representative of the recipient organization, to their SBA Project Officer in the SBA District Office. The SBDC Lead Center must also submit the report concurrently via email in PDF format to the Grants Management Specialist and Program Manager in OSBDC at SBA Headquarters. A recipient's failure to comply with this paragraph in a timely manner can result in delayed processing of payment requests.

The final financial report must include

- SBDC approved SF-425;
- Spreadsheet in support of the SF-425;
- Schedule of indirect cost reporting, Federal portion, and waived indirect on the SF-425;
- SBA Form 2113;
- Spreadsheet in support of the SBA Form 2113.

Note: The SBDC must report all recipient shares of outlays; cash, in-kind and waived portion of indirect. The waived portion of indirect cost should not be included as in-kind match.

The SBDC must report all unliquidated obligations (if any) on form 425 and obligations must be liquidated no later than 90 days after the end of the budget period. The total amount of unliquidated obligations must include

Recipient share - Cash match disbursements and non-cash indirect match.
Federal share – Federal direct disbursements and indirect claimed as federal reimbursement.

ii. Financial Status Statement (Financial Examinations)

Due: Biennially for designated networks using worksheet located at [SBDC Forms and Worksheets](#). Financial status statement is due to OSBDC by October 15 for both FY- and CY-funded programs. A recipient's failure to comply with this paragraph in a timely manner can result in delayed processing of payment requests.

c. Semi-annual Performance Reports

Due: 30 days after the end of the 2nd quarter. The semi-annual report must not exceed 25 pages. To avoid problem with electronic email size limitation, transmission of electronic reports should not be over 5MB.

The semi-annual Performance Reports must address the SBDC's progress towards meeting the major activities, objectives, and performance goals from the approved proposal in a brief narrative. It should also include a discussion of issues the SBDC believes may impair its ability to achieve these items by the end of the budget period accompanied with proposed actions for improvement. These reports must be a summary of the activities, events or achievements in these reporting categories with accompanying management analysis. They must not be a recitation of actual events, center-by-center.

The SBDC must submit an electronic version of the semi-annual Performance Report in Word format to the SBA Project Officer and Program Manager within 30 days after completion of six months operation. New SBDC Lead Centers that have been in the program less than three full fiscal or calendars year cycles must further submit quarterly progress reports which include the same content outlined for the semi-annual performance reports. The Project Officer must complete the Grant/Cooperative Agreement Monitoring Statement and furnish a copy of the Statement to the SBDC State Director and forward a copy of both the Grant/Cooperative Agreement Monitoring Statement and Semi-annual Report to the OSBDC Program Manager.

Activities should be reported in the following sequence. SBDCs may exclude categories not proposed in the proposal application and may include any additional categories not listed below. Those marked with an * are those pertaining to SBA "national priorities."

- 0100 ADVOCACY
- 0200 CAPITAL FORMATION
- 0300 *INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE
- 0400 *INTERNATIONAL TRADE
- 0500 *MINORITY SMALL BUSINESS DEVELOPMENT, including 8(a) assistance
- 0600 RESOURCE DEVELOPMENT
- 0700 *PROCUREMENT
- 0800 SPECIAL EMPHASIS GROUPS
- 0900 *ECONOMIC DEVELOPMENT, FAITH BASED AND COMMUNITY INITIATIVES
- 1000 RESEARCH
- 1100 OTHER ACTIVITY
- 1200 SUCCESS STORIES
- 1300 TRAVEL
- 1400 PROBLEMS
- 1500 FINANCIAL REPORTS
- 1600 WOMEN-OWNED BUSINESSES
- 1700 *ECONOMIC IMPACT (may be eliminated from semiannual Performance Reports)
- 1800 VETERANS, RESERVISTS, SERVICE-DISABLED VETERAN OWNED BUSINESSES, AND ALL COMPONENTS OF THE U.S. MILITARY
- 1900 *MANUFACTURING
- 2000 *ON-LINE ACTIVITY

(See Reporting Category Definitions for further descriptions of information to be included.)

d. Annual Performance Report:

Report is due within 90 days after the close of the SBDC budget period. Failure to submit this report accurately and in a timely manner could jeopardize future funding. This report shall not exceed 50 pages in length and must include all attachments and data set forth below and in the Notice of Award.

A complete annual report includes an overall summary of the Network's efforts in delivering core services set forth in the approved proposal as incorporated in the Cooperative Agreement for the full budget period, in the form of a brief narrative description and management analysis. The annual report should provide the SBDC's analysis of overall performance measurements achieved as well as an explanation of those objectives or measurements not fully met along with recommendations for improvement. The report must **not** be a recitation of actual events, center by center. Other elements to be included are:

- A comparison of actual accomplishments to approved plans and performance goals set forth in the approved proposal as incorporated in the Cooperative Agreement.
- A comparison of actual financial expenditures by budget category to the approved budget. Explain any instance where actual costs exceeded budgeted amounts.
- A description of any new resources developed by the SBDC.
- Changes in key personnel, service centers and sub-recipients that occurred during the program year.
- Economic impact data (e.g., jobs created and retained, taxes paid, growth in sales and customer satisfaction), as described in Section e, below.

The SBDC must provide an electronic version of the Annual Performance Report to the SBA Project Officer and Program Manager in Word format within 90 days of completion of the budget period. *(Unless otherwise notified by SBA, this report should be in the same format as the semiannual report and should represent the consolidated effort of the entire SBDC network. Third and fourth quarter information should be included as necessary).*

e. Annual Economic Impact Data Report:

Report is due within 90 days of the close of the SBDC budget period. Incorporate as part of the Annual Performance Report. Calendar year-end and fiscal year-end impact data reporting is required to be collected from all SBDC service centers and reported through the appropriate data entry screen in EDMIS. **Failure to report this data into EDMIS may result in delay of payment.**

A summary table and narrative discussion of annual economic impact results should be incorporated in Section 1700 of the Annual Performance Report. See Reporting Category Definitions, Category 1700, below for more information.

ECONOMIC IMPACT REPORTING

	<i>Quarterly Economic Impact Data Reporting to EDMIS (uploads from Form 641)</i>	<i>Annual Economic Impact Data Report (via EDMIS Impact Screen)*</i>	<i>Semiannual Performance Report and Annual Performance Report Narrative discussion under Category 1700 Economic Impact</i>
Date Due	Quarterly through EDMIS	30 days after close of budget period	30 days after the close of 6-months of operation 90 days after the close of the budget period
Updates on counseled clients who opened a business	√		√
SBA Guaranteed Loan Data	√	Include 641 data	√
Non-SBA Loan Data	√	Include 641 data	√
Equity Capital Data	√	Include 641 data	√
Jobs Created	√	Include 641 data	√
Jobs Retained	√	Include 641 data	√
Customer Satisfaction		√	√
Growth in Sales	√	Include 641 data	√
Tax Revenue (State)		√	√
Tax Revenue (Federal)		√	√
Export Sales	√	Include 641 data	√

*Impact data at a minimum should reflect what was included on the 641 but may be greater based upon additional impact from training efforts provided to clients.

4. REPORTING CATEGORY DEFINITIONS

When reporting on any item you must include results/impact of activities. (Example: Provided procurement contract matches to 100 clients, of which 50 received awards totaling \$50 million. This moved the state from 49th place to 45th place in receipt of government contracts.) Those marked with an * are those pertaining to SBA "national priorities."

Category	Definition
<u>0100 ADVOCACY</u>	Demonstrate delivery of the following: <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. Include, as appropriate: public speeches, testimonies before state and/or federal legislatures and small business week activities.
<u>0200 CAPITAL FORMATION</u>	Demonstrate delivery of the following: <ul style="list-style-type: none"> Develop or assist in developing capital for small businesses (e.g., loans, microloans, grants, Community Express). Developing close linkages with SBICs, venture capital firms, Certified Development Companies (CDCs) and state and local finance programs.
<u>0300 INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE</u>	Demonstrate delivery of the following: <ul style="list-style-type: none"> Identifying innovation and technology developed by the Federal Government

	<p>and/or academic organizations having commercial or practical potential and alerting industry and state and local governments to its availability.</p> <ul style="list-style-type: none"> • 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. • Providing information and education on the use of technology in everyday business activities or processes (See Section VIII D, XXII).
<u>0400 INTERNATIONAL TRADE</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> • Promoting increased exports by small businesses such as: supporting 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 conducting USEAC E-TAP programs and other 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: <ul style="list-style-type: none"> ○ # of small businesses receiving export assistance from the SBDC ○ # of small businesses starting to export after receiving assistance and to what markets ○ Export revenues after receiving assistance from the SBDC ○ # of small businesses referred to USEAC or to SBA ○ # of small businesses referred to Departments of Commerce, Agriculture, State, ExIm Bank, OPIC, USTDA ○ Jobs created or retained as a result of exporting assistance ○ New markets reached after exporting assistance ○ # of SBDC staff completing SBA recognized certification for export assistance. Include employee name, type, and date of certification.
<u>0500 MINORITY SMALL BUSINESS DEVELOPMENT</u>	<p>Demonstrate delivery of the following:</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.
<u>0600 RESOURCE DEVELOPMENT</u>	<p>Demonstrate delivery of the following:</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. • Address key partnerships and collaborations throughout the network and the type of interaction or relationship enjoyed.
<u>*0700 PROCUREMENT</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> • Fostering opportunities for increasing small business' 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.
<u>0800 SPECIAL EMPHASIS GROUPS</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> • Assistance to: people with disabilities; Native Americans; young entrepreneurs; 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.)
<u>0900 ECONOMIC DEVELOPMENT, FAITH BASED AND COMMUNITY INITIATIVES</u>	<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 Agri-Business, Rural Development, Community Development, corporate downsizing or plant closing assistance, Convention/Tourism and Incubators. 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.
<u>1000 RESEARCH</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> Research efforts aimed toward assisting small business and economic development such as database development and needs analysis.
<u>1100 OTHER ACTIVITY</u>	Provide information regarding any efforts which do not fit in the categories above such as participation in RICS or broadband efforts. 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 Lead Center Director.
<u>1200 SUCCESS STORIES</u>	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.)
<u>1300 TRAVEL</u>	Provide a description of any unanticipated or unbudgeted out-of-state travel for Lead and Service Centers not disclosed in the Cooperative Agreement.
<u>1400 PROBLEMS</u>	Provide a description of any and all problems that have significant impact on the program or program objectives.
<u>1500 FINANCIAL REPORTS</u>	Furnish copies of SF-425, SBA Form 2113 and any requested attachments as required.
<u>1600 WOMEN-OWNED BUSINESSES</u>	Describe briefly collaboration the Women's Business Centers (WBCs) and any seminars or specialized counseling approaches or other activities aimed at women entrepreneurs.
<u>*1700 ECONOMIC IMPACT</u>	<p>Report the most recent economic impact generated from the assistance you have given your clients using the following format.</p> <p># of New Businesses Created: (populated using Form 641 EDMIS data)</p> <p>Loans: SBA # _____ \$ _____ (populated using Form 641 EDMIS data)</p> <p>Non-SBA # _____ \$ _____ (populated using Form 641 EDMIS data)</p> <p>Equity Capital \$ _____ (populated using Form 641 EDMIS data) (</p> <p>The following categories should be reported using the ASBDC Economic Impact Study</p>

	<p><u>or equivalent studies:</u></p> <p>Jobs: Created _____ Retained _____</p> <p>Customer Satisfaction: _____ %</p> <p>Growth in Sales: \$ _____</p> <p>New Tax Revenue: State \$ _____ Federal \$ _____</p>
<u>1800 VETERANS, RESERVISTS, SERVICE-DISABLED VETERAN-OWNED BUSINESSES AND ALL OTHER MEMBERS OF THE U.S. MILITARY</u>	<p>Demonstrate delivery of the following:</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; provide a 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 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.
<u>*1900 MANUFACTURING</u>	<p>Demonstrate delivery of the following:</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) Manufacturing Extension Partnership (MEP) Program.
<u>*2000 ON-LINE ACTIVITY</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> Activities and accomplishments which demonstrate use of web-based technology to enhance direct client service delivery such as: the use of on-line counseling (e-mail and real-time) and training; on-line 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. SBDCs that did demonstration projects should provide an analysis of results. A summary of on-line enhancements achieved over the past three years.

5. RECORDKEEPING REQUIREMENTS

All SBDC applicants and their 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 Announcement, SBDCs must maintain the following reports:

a. 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.

Reporting of counseling should be identified on the SBA Form 641, Part I as face-to-face, on-line or telephone depending on the type of initial contact.

On-line 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.

When reporting online counseling into EDMIS use the following guidelines:

- If the initial session is online, then Part I of the SBA Form 641 should be checked as on-line.
- If the on-line counseling session conducted is a follow-up session, then Part III of the SBA Form 641 should be checked as an on-line counseling session.

Agreement

Each client is required to sign a request for assistance statement that includes the following:

"I request business management counseling from a Small Business Administration resource partner, the Small Business Development Center. I agree to cooperate should I be selected to participate in surveys designed to evaluate SBA assistance services. I understand that any information received by an SBA resource partner counselor will be held in strict confidence by the counselor to the extent allowable by law.

I further understand that SBA resource partner counselors have agreed not to: (1) recommend goods or services from sources in which the individual counselor has an interest; and (2) accept fees or commissions developing from any SBA resource partner counselors. In consideration of the provision of management and/or technical assistance by a resource partner counselor, I agree to waive all claims arising out of this assistance, against SBA personnel, the resource partner from whom I sought assistance, its host organizations, and the counselor(s) arising from this assistance."

These forms shall be retained in accordance with current OMB and SBA requirements.

b. Training Activity

SBDCs use SBA Form 888, "Management Training Report" or similar program developed form to report small business management training activities. The SBA Form 888 should be prepared by the SBDC when the SBDC is responsible for managing a training activity. SBDCs may use a computerized version of this report.

Reporting Co-hosted (Collaborative) training:

When reporting training numbers for a co-hosted training, the hosts (SBA and ED resource partners) must work together to determine how to equitably divide the number of clients among themselves. Double counting of clients is not permitted.

Examples involving multiple resource partners contributing to a single training event:

- If each resource partner contributes a significant amount of presentation time (defined as one hour or more per partner), then each host could count all attendees.

Accordingly, if five partners co-hosted a training event with five hours of total presentation time (each partner delivering training for at least one hour) and fifteen persons attended the event, each partner could count fifteen persons trained for one hour each.

- If each partner puts in less than one hour (per partner) of presentation time, the attendee count would be divided among the hosts based on mutual agreement.

Accordingly, if five partners co-hosted a training event with 1.5 hours of total presentation time (each partner delivering training for less than one hour) and fifteen persons attended the event, the partners would negotiate how to divide the number of attendees (e.g., each partner could count three persons trained for 1.5 hours).

Each session of a multiple-session training program or course may be counted as an individual course and shall be reported on an SBA Form 888. Sessions must correspond with the minimum training duration identified in the client definitions.

SBDC's will submit all training information from the SBA Form 888s or equivalent form quarterly to SBA's data collection system (currently EDMIS).

The list will be considered certified by the Lead Center Director when uploaded into EDMIS. The SBA Form 888 or similar program developed form must be maintained at the SBDC in acceptable hardcopy or electronic format for review by the SBA when requested.

c. SBDC Client Evaluation Forms

Evaluations must be solicited from SBDC clients who receive continuous 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.

Two OMB approved forms may be used for this purpose. SBA Form 1419 "SBDC Counseling Evaluation" (OMB #3245-0183) may be used for counseling evaluations, and SBA Form 20 "National Training Participant Evaluation Questionnaire" (OMB #3245-0075) may be used for training. SBDCs may use their own forms provided they capture the same pertinent information on counseling or training required by the Administration. Computerized versions of these forms are also acceptable.

d. Financial Recordkeeping

An SBDC must maintain the documentation for year-end Standard Form 425 financial report as required by OMB Circulars and SBA Regulations. SBDC Lead Centers and Service Centers which 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 CFR Part 215 (OMB Circular A-110) and 13 CFR Part 143.20. SBDC expenditures of federal, matching and program income must be accounted for separately from other center resources. 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. 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 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 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 sub-recipients must maintain the appropriate standard 2 CFR Part 220, 2 CFR Part 230, or 2 CFR Part 225 (OMB Circular A-21, OMB Circular A-122, or OMB Circular A-87, respectively) 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.)
- **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 that 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.
 - ♦ 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.

- ♦ 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.

SECTION VII – AGENCY CONTACT(S)

A. PROGRAM POINTS OF CONTACT

Questions concerning general information contained in this Announcement should be directed to the SBA Office of Small Business Development Centers via Theresa Hahn at 202-205-6766. Questions concerning the technical aspects of this Program Announcement should be directed to the SBA Office of Small Business Development Centers at osbdc@sba.gov.

B. FINANCIAL/GRANTS MANAGEMENT CONTACT

Questions concerning budget or funding of this Cooperative Agreement should be directed to the SBA Office of Small Business Development Centers at osbdc@sba.gov. **Only eligible entities should contact the SBA. See Section III of this Program Announcement for eligible entities.**

C. PEER CONTACTS

A list of peer contacts for this Announcement can be obtained by emailing the SBA Office of Small Business Development Centers at osbdc@sba.gov. **Only eligible entities should contact the SBA. See Section III of this Program Announcement for eligible entities.**

SECTION VIII – OTHER INFORMATION

A. PROGRAM 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 15 USC § 648 and 13 CFR Part 130. The Cooperative Agreement is administered in accordance with 13 CFR Part 143 or 2 CFR Part 215 (OMB Circular A-110), as well as other applicable OMB Circulars (see Circulars listed below), a Notice of Award (the Agreement) issued by SBA and the provisions of this Program Announcement.

The SBDC Cooperative Agreement Notice of Award incorporates by reference all applicable OMB Circulars, including:

1. 2 CFR Part 220 “Cost Principles for Educational Institutions.” (OMB Circular A-21)
2. 2 CFR Part 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.” (OMB Circular A-110)
3. 2 CFR Part 230, “Cost Principles for Non-Profit Organizations.” (OMB Circular A-122)
4. 2 CFR Part 225, “Audits of State, Local, and Indian Tribal Governments.” (OMB Circular A-87)

5. 13 CFR Part 143 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." (OMB Circular A-102)
6. 29 CFR Part 99, "Audits of States, Local Governments, and Non-Profit Organizations." (OMB Circular A-133)

Current versions of OMB Grant Circulars are available from the Office of Management and Budget's website. The address is: http://www.whitehouse.gov/omb/grants_circulars/.

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 electronic means, 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 Lead Center must establish and maintain a program control center to provide administrative services to the SBDC network within the state or territory. These administrative services shall include, but not be limited to: (1) program development; (2) program management; (3) promotion and public relations; (4) financial accounting; (5) reports management; and (6) 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%) 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. Other statutory requirements for the SBDC are outlined in 15 USC § 648 (c)(2).

1. 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.

2. 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. An SBDC proposing to use the identification "Small Business and Technology Development Center" must follow the procedures set forth in Section VIII, Part E, "Guidelines," and have the advance written approval of the AA/OSBDC. The statewide Small Business Development Center organization is referred to as the "Lead" SBDC. 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.

3. USE OF SBA LOGO AND ACKNOWLEDGEMENT OF SUPPORT

SBA is committed to working closely with its resource partners to provide quality, customer-centric products and services that support the evolving needs of small business. Under the SBDC program (as established by the Small Business Act), SBA provides funding and other support to organizations for the provision of technical assistance to small business concerns. SBA provides significant federal funding to the SBDC program on an annual basis, and each SBDC operates under the program's regulations and §21 of the Small Business Act. Accordingly, all SBDCs are required to acknowledge SBA's support.

It is important that SBA's role, identity and network of resources be clearly understood by SBDC clients. Further, SBA wants to ensure that all Agency and partner resources are fully leveraged, such that product duplication is avoided and sharing is prominent among and between SBA, SBDCs nationwide and other SBA resource partners.

Under this Agreement, each SBDC Lead and Service Center must feature the SBA logo and/or official acknowledgement of support on all materials produced (either in whole or in part) using project funds (i.e., federal funds, matching funds and/or program income). This requirement does not apply to materials that are not produced using project funds. For purposes of this section, the term "materials" includes, but is not limited to, items such as press releases, brochures, reports, advertisements, training booklets, websites, etc. The term "materials" does not include items such as stationery or business cards. A link to the SBA logo which appears below will be provided in SBA's Continuation Letter and/or Notice of Award:



In addition, while SBDCs must display signage featuring the SBA logo at all facilities open to the public, such signage **must** also prominently feature the acknowledgement of support identified below.

Where used, the SBA logo may be positioned in close proximity to an SBDC's own logo or may be placed in a prominent location elsewhere in the material. Additionally, whenever an SBDC elects to use the SBA logo, the following statement **must** appear immediately below or adjacent to that logo:

Funded in part through a cooperative agreement with the U.S. Small Business Administration.

This acknowledgement of support 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, an SBDC may substitute "SBA" for "U.S. Small Business Administration" in the acknowledgement of support. The acknowledgement of support must be presented in a legible typeface, font size and - where applicable - color contrast.

On materials for which an SBDC does not elect to use the SBA logo, it must at a minimum feature the acknowledgement of support listed above. The SBA logo and/or acknowledgement of support **may not** be used in connection with SBDC activities that are outside the scope of the Cooperative Agreement. **In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgement of support appear on items used in conjunction with fundraising; lobbying; or the express or implied endorsement of any good, service, entity or individual.**

Furthermore, where an SBDC produces materials which feature editorial content, it must use the following alternate acknowledgement of support (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 or recommendations expressed are those of the author(s) and do not necessarily reflect the views of the SBA.

4. SHARED INFORMATION

The SBA will have an unlimited license and all rights to use data (excluding private client data), including those prepared or stored electronically, which are generated either partially or fully under this Cooperative Agreement, including materials that are copyrighted. Therefore, all SBDC-developed or funded training and/or information materials, such as publications, training guides/materials, online courses, online tools, web sites, etc. prepared for the betterment of small businesses will be readily available to SBA and all of its resources partners. As part of their planning process, SBDCs will be expected to develop plans for generating and sharing SBDC-produced training and information materials. These plans will be incorporated in the annual operating plan prepared by each SBDC Lead Center and reviewed with the SBA program office. Materials appropriate for sharing should also be sent to the SBDC Clearinghouse. SBA may select some training materials for distribution via SBA's national on-line training network, the Small Business Training Network (SBTN) (www.sba.gov/training). Registered clients taking such SBTN delivered courses which meet ED client definitions will be credited to the respective SBDC.

In accordance with Section 508 of the Rehabilitation Act and the Americans With Disabilities Act of 1990, all notices; promotional items; brochures; publications and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops sponsored or cosponsored by the SBA, 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 [name, address, and phone number of person who will make the arrangements].

Any surveys or information collections to be conducted by the recipient as a requirement of the Cooperative Agreement are subject to the requirements of the Paperwork Reduction Act, as amended. The SBA agrees that, before requiring the recipient to conduct surveys or information collections, it will complete the necessary requirements under the Paperwork Reduction Act. Surveys conducted by the recipient, independent of the SBA, are not subject to the Paperwork Reduction Act.

B. ADVANCE UNDERSTANDINGS

Services and programs provided through the Cooperative Agreement should not wholly duplicate or replace any existing programs. Federal funds shall not be used to supplant or wholly duplicate existing programs. Where these understandings conflict with Section 21 of the Small Business Act, Part 130 of SBA's regulations, relevant OMB circulars or SBA's policy notices, all of the above will control and take precedence over these understandings.

1. LEGISLATIVE AND EXECUTIVE ORDER REQUIREMENTS

Each SBDC is also required to comply with legislation passed by the Congress and Executive Orders issued by the President, federal executive agencies, including the Small Business Administration (SBA). Regulations and policies implementing these laws and Executive Orders can be found in Title 13, Code of Federal Regulations (CFR), Chapter 1, or SBA's Standard Operating Procedures (SOPs). In order to provide the required notices, the following is a brief summary of the various laws and Executive Orders that affect SBA's Entrepreneurial Development programs.

The Recipient must take reasonable steps to ensure that the programs and activities it provides in English are also accessible to individuals with limited English proficiency and to not violate the prohibition against national origin discrimination imposed under Title VI of the Civil Rights Act of 1964. For further guidance on this issue, see Executive Order 13166 and www.lep.gov.

None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent and made a determination that this further action is not necessary to protect the interests of the Government.

Paperwork Reduction Act (44 USC § 3501)

SBA is collecting record keeping information on form OMB 83-I in order to facilitate business assistance services to its clients and for Agency analyses related to the operation and management of the Entrepreneurial Development programs. Periodically, the SBA may use the information collected on this form to produce summary reports for program and management analysis, as required by law. SBA also intends to use the individual client data to select participants for follow-up surveys designed to evaluate SBA assistance services.

NOTE: The estimated burden for completing this information is three minutes. Your responses to the requested information are voluntary under these programs. You are not required to respond to the questions on this form if it does not display a currently valid OMB control number. If you have questions or comments concerning any aspect of this information, please contact the U.S. Small Business Administration Information Branch, Washington, DC 20216 and/or Desk Officer for the Small Business Administration, Office of Management and Budget, Office of Information Regulatory Affairs, 725 17th St., NW, Washington, DC 20501.

Privacy Act (5 USC § 552)

Any person can request to see or get copies of any personal information that SBA has in his/her own file, when the information is retrievable by individual identifiers, such as name or social security number. Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act.

Note: Any person concerned with the collection, use and disclosure of information, under the Privacy Act may contact the Chief, Freedom of Information/Privacy Act Office, U.S. Small Business Administration, Suite 5900, 409 3rd St, SW, Washington, DC 20216 for information about the Agency's procedures relating to the Privacy Act and FOIA.

In addition to the above (per the Small Business Act):

(A) IN GENERAL – A small business development center, consortium of small business development centers, or contractor or agent of a small business development center may not disclose the name, address, or telephone number of any individual or small business concern receiving assistance under this section without the consent of such individual or small business concern, unless—

(i) the Administrator is ordered to make such a disclosure by a court in any civil or criminal enforcement action initiated by a Federal or State agency; or

- (ii) the Administrator considers such a disclosure to be necessary for the purpose of conducting a financial audit of a small business development center, but a disclosure under this clause shall be limited to the information necessary for such audit.
- (B) ADMINISTRATOR USE OF INFORMATION.—this section shall not—
 - (i) restrict Administrator access to program activity data; or
 - (ii) prevent the Administrator from using client information to conduct client surveys.
- (C) REGULATIONS.—
 - (i) IN GENERAL.—The Administrator shall issue regulations to establish standards—
 - (I) for disclosures with respect to financial audits under subparagraph (A)(ii); and
 - (II) for client surveys under subparagraph (B)(ii), including standards for oversight of such surveys and for dissemination and use of client information.
 - (ii) MAXIMUM PRIVACY PROTECTION.—Regulations under this subparagraph, [sic] shall, to the extent practicable, provide for the maximum amount of privacy protection.
 - (iii) INSPECTOR GENERAL.—Until the effective date of regulations under this subparagraph, any client survey and the use of such information shall be approved by the Inspector General who shall include such approval in his semi-annual report.

Freedom of Information Act (5 USC § 552)

This law provides, with some exceptions, that SBA must supply agency records, (i.e., information in its files and records) to a person requesting it. This generally includes aggregate statistical data on SBA's business assistance programs. SBA does not routinely make available a client's proprietary data (without first doing pre-notification, as required by Executive Order 12600), or information that would cause competitive harm or constitute a clearly unwarranted invasion of personal privacy.

For information about the Freedom of Information Act, contact Chief, Freedom of Information/Privacy Act Office, U.S. Small Business Administration, 409 3rd St., SW, Suite 5900, Washington, DC 20216.

Trafficking Victims Protection Act of 2000

Pursuant to Executive Order 13333, the recipient agrees to the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), as described below.

I. Trafficking in persons.

- a. Provisions applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, sub recipients under this award, and sub recipients' employees may not —
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or sub awards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub recipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. 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 —
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub recipient 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 [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR Part 180.

- b. Provision applicable to a recipient other than a private entity. We, as the Federal awarding agency, may unilaterally terminate this award, without penalty, if a sub recipient 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 –
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub recipient 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 (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR Part 180.
- c. Provisions applicable to any recipient.
 - 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:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC § 7104(g)), and
 - ii. 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 sub award you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. “Employee” means either:
 - i. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
 - ii. 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”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR Part 175.25.
 - ii. Includes:
 - A. 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 Part 175.25(b).
 - 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 USC § 7102).

2. **HOURS OF OPERATION**

The Lead Center and Service Centers services shall be available to the public throughout the year during the normal hours of the business community. In addition, provision should be made to provide evening and weekend assistance, both on-line 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 as soon as possible.

3. **TRAVEL**

The travel charged to the Cooperative Agreement must be in accordance with provisions of the grant and utilized in conformance with 13 CFR 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." Requests for out-of-state travel exceeding the amount approved in the proposal must be submitted for prior approval to the SBA Project Officer. SBDCs are required to notify the SBA Project Officer of any unanticipated (not in the approved budget) out-of-state travel and report after the fact in the semiannual or annual report.

Travel funds are authorized for the SBDC Lead Center Director and/or his/her designee to attend two Association of Small Business Development Center 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/OSBDC, is authorized to allow the SBDC Lead Center Director and/or his/her designee to meet with national SBA officials to discuss local program initiatives.

Travel outside the United States and its territories which is either: (1) charged to the Cooperative Agreement; or (2) performed while on duty for the recipient organization must be submitted to the District Director who shall submit a recommendation to the AA/OSBDC or his/her designee for prior approval on a case-by-case basis. (Travel to be completed using vacation time regularly earned is not subject to approval by the AA/OSBDC.) Failure to obtain this approval may result in suspension or termination of funding.

4. **PRIVATE SECTOR COMPETITION**

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

5. **PUBLICATION AND POSTAGE REQUIREMENTS**

Any publication generated by an SBDC with program funds, whether copyrighted or not, must include an acknowledgment of support by SBA (see page 4). This includes, but is not limited to, newsletters and training brochures. Publications produced by the SBDC must promote SBDC services and provide information of direct benefit to the SBDC's local small business community. Lead Centers and SBDC Service Centers are not authorized to utilize any type of SBA postage franking privilege.

6. **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 Announcement. 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 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.

7. EEO AND DISABLED ACCESSIBILITY/ACCOMMODATION REQUIREMENTS

All SBDC services must be provided on a nondiscriminatory basis, and no individual may be excluded from any program because of race, color, religion, sex, age, disability or national origin. Workshops, seminars and conferences must be held in disabled accessible locations. Reasonable accommodation must be made, upon request, for visually and hearing impaired attendees. SBDCs are required to make modifications and accommodations (which do not fundamentally alter the program or activity or entail undue hardship) to enable otherwise qualified disabled individuals to participate. The SBDC network must comply with 13 CFR Parts 112, 113, 117 and 136.

8. 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 the actual or apparent conflict that could result from:

- Personal gain, remuneration or pecuniary interest in a past or current SBDC client(s).
- The solicitation or acceptance of any gift, loan, reward, equity in a business, compensation or other monetary remuneration, promise of future employment.
- A compensated recommendation for any goods or services to an SBDC client.
- Soliciting or accepting a compensated position for services which are part of the SBDC network services.
- Disclosing any private or confidential business or personal information to a third party other than SBA without written consent of the client.

9. CHANGES IN POINTS OF COMMUNICATION

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

10. DISPUTE RESOLUTION

Dispute resolution occurs when there is a programmatic or financial disagreement between the recipient organization and the SBA, and the recipient organization requests that the dispute be handled by SBA in a formal manner.

Any dispute arising during the annual negotiation phase of the Cooperative Agreement, or after award of the Cooperative Agreement, shall be resolved in the manner prescribed and within the time frames stated in the SBDC regulations and the Notice of Award (Cooperative Agreement). Every effort shall be made to resolve disputes at the District Office level.

When handling such disputes, the AA/OSBDC has specific responsibilities assigned by law. Other responsibilities reside with District Office personnel and SBA headquarters offices. These are outlined in the SBDC regulations, the notice of award, and Agency regulations governing appeals.

11. 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 Lead Center 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 Service Center of the Year Award.

12. SELECTION OF A LEAD CENTER SBDC DIRECTOR

In the case of a Lead Center Director vacancy, the recipient organization must notify the SBA District Director (DD), Regional Administrator and AA/OSBDC within 10 business days when a Lead Center Director vacancy is going to occur. A new SBDC Lead Center Director should be selected as soon as possible; recruitment plans for filling the vacancy in excess of 120 days beyond the Director's departure date must have prior approval of the AA/OSBDC.

Prerequisite to filling a Lead Center Director position, the recipient organization must submit recruitment and selection plans for an SBDC Lead Center Director position to the SBA District Director (or Lead District Director when there is more than one District Office) and to the OSBDC Program Manager for approval of the plan's adequacy. The plan should include the expected timeframe for filling the vacancy, whatever steps are necessary to obtain an adequate and qualified candidate pool for the position (preferably conducting a national search), and the sources used for the recruitment, including professional organizations, the resources of the Association of Small Business Development Centers (ASBDC), etc. However, no SBA employee may participate in any manner in the selection process for any SBDC employees (including Lead or Service Center directors). In particular, no SBA employee may participate in a candidate review panel or urge the recipient organization to consider or select a particular candidate.

An interim director must be appointed until a permanent Lead Center Director is selected and the District Director, the Regional Administrator and the AA/OSBDC must be notified of such appointment. The interim director must spend at least 50% of their time and effort on the SBDC Program.

The SBA District Director (or lead District Director) will evaluate the credentials of the selected candidate in order to determine whether that individual meets the requirements necessary for the position as described in this document and either concur or object to the selection. If the District Director objects to the selection of the SBDC Lead Center Director candidate, he or she must provide a written copy of his/her decision to the recipient organization, the Regional Administrator, and the AA/OSBDC. That objection must set forth the relevant selection criteria which the District Director believes the candidate failed to meet.

Upon receipt of a written objection, the AA/OSBDC shall review the reason(s) for the objection with the appropriate parties including the recipient organization, the Regional Administrator and the District Director (or lead District Director)..

The AA/OSBDC will make the final determination. If the AA/OSBDC upholds the SBA District Director's (or lead District Director) objection, the recipient organization must either select one of the remaining qualified candidates according to the recipient organization's policies or conduct a new recruitment process for the Lead Center Director position.

In all matters concerning the hiring of a Lead Center Director, time is of the essence; all applicable law applies.

13. FINANCIAL EXAMINATIONS, PROGRAM REVIEWS AND ACCREDITATION

As outlined in 15 USC § 648(k), biennial programmatic and financial examinations of SBDCs are conducted by the AA/OSBDC or a representative. SBA financial examinations are conducted by professional Financial Examiners which may either be SBA staff or contractors. SBA program review reports are prepared by OSBDC Program Managers and on-site compliance reviews are conducted by OSBDC Program Managers and/or SBA Project Officers using criteria developed by SBA/OSBDC. Specific to these criteria, SBDCs must briefly describe how their current strategic plan aligns with the programs, priorities, services, resources and goals (milestones) committed to within the technical proposal. An OSBDC Program Manager may ask for the SBDC's strategic plan at any time. The level of financial review to be conducted is determined by a risk analysis based upon information received in response to the annual risk assessment package distributed by the ASBDC to all networks that will be reviewed in that annual cycle. SBDCs shall respond to the financial risk assessment by the date indicated. SBA will review these responses and enter the information into the risk assessment tool to determine level of financial review that will be performed during that annual cycle. SBDCs will be notified as to the time and level of financial review following completion of the risk assessment. In the event that responses are not received from SBDCs to the risk assessment package SBA will consider those SBDCs to be high risk and will automatically schedule an on-site visit.

The following table describes the financial report delivery process and timeline.

AA/ED/Financial Examination Unit (FEU) completes examination and sends draft report to SBDC network for comment	→	SBDC network reviews draft report and responds to FEU with any comments within five working days of receipt
FEU has five working days to complete examination report and incorporate any comments made by the SBDC network.	→	FEU considers any comments from SBDC network and submits final draft examination report to OSBDC
Five days after receipt of the report from FEU, OSBDC sends the final examination report to the SBDC network	→	45 days from the date of OSBDC cover letter accompanying the final report, the SBDC network responds to OSBDC with corrective actions (if any)
OSBDC forwards the SBDC networks corrective actions plan (if any) to FEU	→	FEU has five working days to submit to OSBDC comment on the corrective actions plan (if any) by the SBDC network

The ASBDC, through a contract with the SBA, performs the SBDC accreditation reviews. As stated in the Small Business Act, the SBA may not renew or extend a Cooperative Agreement with an SBDC unless the SBDC has been approved under the accreditation program except when the AA/OSBDC waives the requirement upon a showing that the center is making a good faith effort to obtain accreditation.

An SBDC's accreditation review may result in one of the following recommendations from the review committee

- Approve for full accreditation
- Approve for accreditation with conditions (to be remedied within 12 months)
- Suspend accreditation until conditions are met (to be remedied within 18 months)
- Deny accreditation

If the review results in a recommendation for suspension of accreditation until conditions are met, the SBDC must prepare and submit a proposal that includes a plan of work describing actions to be taken and a timeframe for overcoming the findings identified in the report to the AA/OSBDC as a prerequisite for obtaining a waiver of accreditation.

If the accreditation committee recommends denial, the AA/OSBDC may waive the accreditation requirement as discussed above or advise the SBDC that the process to select a new host will be initiated and that the SBDC is expected to assist with a smooth transition to the selected host

14. LEVERAGING RESOURCES

In order to properly coordinate with SBDCs the SBA shall, through its District Offices, make available in advance, all training, marketing, and promotional materials relevant to any business development programs offered and developed by the SBA with its public and private partners, other Federal Agencies or programs.

15. 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 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.

16. RECIPIENT ORGANIZATION (LEAD CENTER) TRANSITION ACTIVITIES

In the event of a recipient organization (SBDC Lead Center) exiting the program, there are a number of procedures which must be undertaken to ensure a smooth transition to a new recipient organization (SBDC Lead Center). These include, but are not limited to:

- Taking an inventory of all property bought with program (both federal and match funds) funds including equipment, personal property, supplies, and intellectual property. The inventory should identify each item and describe its funding source (federal, match), serial number, software installed if computer, acquisition value, current value, date acquired, current location, and current condition.
- Arranging for the transfer of supplies and equipment to the new host or SBA as directed.
- Arranging for the transfer of clients documents, including counseling and training files.
- Preparing for the transfer of electronic records as soon as possible, to enable the new host to begin services immediately after the termination date. Allowance is made for the exiting host to transfer data records prior to the termination date.
- Referring clients requesting services to the new SBDC host upon the termination date such as web site and telephone communications.
- Reconciling all accounts for program funds (both federal and match) as well as program income.
- Consistent with the termination of services, transferring the program income fund balance to the new SBDC host at the end of the program period.
- Providing for the submission of final electronic and paper activity and financial reports as required by the Notice of Award.
- Providing for the submission of final billing as required in the Notice of Award.
- Providing for the participation in SBA closeout reviews including financial documentation.

17. EQUIPMENT

The Recipient must maintain adequate records for equipment purchased with federal funds, matching funds/claimed as in-kind match and equipment purchased with program income. These records must include an inventory of equipment, shall include a description of the equipment, acquisition date and cost, location and condition of equipment and the unit acquisition cost. The Recipient agrees that use and disposition of such equipment will be in accordance with 2 CFR Part 215 and 13 CFR Part 143. A copy of the equipment inventory must be made available upon request of the SBA.

C. DEFINITIONS

1. BUDGET PERIOD

The 12-month period, in which expenditure obligations are incurred by an SBDC network, coinciding with either the calendar year or the federal fiscal year. For the purposes of this Announcement, the initial budget period will be from October 1, 2013 to September 30, 2014 for fiscal year states/regions and January 1, 2014 to December 31, 2014 for calendar year states/regions.

2. BUSINESSES CREATED, NUMBER OF (REPORTING)

As computed by EDMIS, businesses are considered "Created" 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" (Form 641, Part II, Field 20 and Part III, Field 39).

3. 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 draw-downs.

4. 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 Form 641, Part III, \$ Total Amount of SBA Loans, \$ Total Amount of non- SBA loans and \$ Amount of Equity Capital Received. Capital infusion shall be reported, client-by-client, once it is known as an update on Form 641, Part III, and uploaded to EDMIS on a quarterly basis.

5. CONTACT HOURS

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

6. 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. There are two types of clients:

a. 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.

Start-up: those individuals (entities) who have been in business up to 12 months.

- b. 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.

7. CONTRIBUTIONS/DONATIONS

Funds received by the SBDC with no conditions and 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.

8. CONSULTATION/COUNSELING/ADVISING/GUIDANCE

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

- a) substantive in nature and require assistance from a 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.

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. Travel time will not count toward counseling time but will be tracked separately.

Face-to-face Counseling (in person):

- ❖ Meets the definition of "counseling" and should be no less than one hour initially (can include prep time in this initial calculation) and includes any counseling session thereafter regardless of time.
- ❖ Reporting Face-to-face Counseling: 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 there so that the number of people served can be tracked. This will only be collected on the initial SBA Form 641.

On-line Counseling (electronic):

- ❖ Meets the definition of "counseling" and 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) AND online counseling should be no less than 30 minutes initially (can include prep time in this initial consultation).
- ❖ Reporting On-line Counseling:
At a minimum the following fields should be completed on SBA Form 641 or an SBA approved electronic substitute:
 - #3 – Client Name or approved client-coded name/number
 - #4 – Email Address
 - #10 – Zip Code

Telephone Counseling:

- ❖ Meets the definition of "counseling" and 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) AND telephone counseling should be no less than 30 minutes initially (can include prep time in this initial consultation).
- ❖ Reporting Telephone Counseling: At a minimum the following fields should be completed on SBA Form 641 or an SBA approved electronic substitute:
 - #3 – Client Name or approved client-coded name/number

#5 – Telephone Number

#10 – Zip Code

Number of Single-year, Long-Term Clients (contact and prep time): Meets the definition of “counseling” and requires 5 or more counseling hours of contact and prep time per individual or business during the fiscal year being reported.

Number of Multi-year, Extended Engagement Clients (contact time only): Meets the definition of “counseling” and requires 5 or more cumulative hours of counseling contact time per individual or business during the fiscal year being reported in combination with any prior year (beginning October 1, 2005).

9. 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. ELECTRONIC COMMERCE (E-COMMERCE)

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

11. EMPLOYEE

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 export certified staff required.

12. EQUITY CAPITAL

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

13. GOALS AND INITIATIVES

Goals are negotiated between the SBA District Office and the SBDC. Initiatives are shorter term items of interest or may include populations designated by SBA for special emphasis.

14. GRANTS MANAGEMENT OFFICER (GMO):

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

15. IN BUSINESS

See also definition of Client.

16. 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.

17. KEY PERSONNEL

Key personnel include Lead Center and Service Center directors or managers, including personnel for technology (at SBTDCs), designated International Trade personnel and contact designated to maintain PIMS information. It does not include trainers, consultants, counselors or support staff.

18. LOAN PACKAGE

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

19. MENTOR-PROTÉGÉ ROUNDTABLES

Mentor-protégé roundtables link more experienced businesses over a significant time, with less experienced businesses or nascent entrepreneurs (pre-venture). The SBA and/or its resource partners provide the staff time and forge the partnerships necessary to pair mentors and protégés. The counselors' time should be allocated equally to attending clients.

20. 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 Client.

21. 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.

22. 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.

23. PROGRAM FUNDS

Includes all SBA/SBDC Federal funds, all match contributions, cash and non-cash, and program income. It does not include other funds under the SBDC umbrella.

24. 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.

25. 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.

26. 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 1 – September 30.

27. SBDC SATELLITE SERVICE CENTER

A geographic part-time point of service delivery provided by a SBDC sub-recipient

28. SBDC NETWORK/SBDC PROGRAM

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

29. 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), 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.

30. SBDC SERVICE CENTER

An entity authorized by the Lead Center to perform SBDC counseling and training services.

31. 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.

32. START-UP BUSINESS

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

33. TRAINING (INCLUDING LONG-TERM TRAINING)

An SBDC training workshop or seminar is defined as an activity or event presented or cosponsored by a resource partner, District Office or other SBA office or a third party which delivers a structured program of knowledge, information or experience on a business-related subject. The training must last for a minimum of one hour and include two or more clients in attendance.

Reporting Training: The SBA Form 888 is used to collect and report information on traditional classroom-style training. The agenda and/or program content, attendee list and evaluations are required for each training event. Records for these training events must be kept at the resource partner location and available for site review.

On-line training (or webinars): is 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. 1-5 star ranking). On-line training can be synchronous or asynchronous. The training must be for a minimum of 30 minutes and a course evaluation must be made available, e.g., a resource partner provides a registration and link to the training; it can count as on-line training (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.

Reporting On-line 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 on-line training:

- Client Name or approved client-coded name/number
- E-mail Address
- Zip Code

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

- Race
- Ethnicity

- Gender
- Disability
- Veteran Status
- Military Status

Client registration records and other course information must be retained and made available for review.

e.g. If the resource partner holds an on-line training session with five satellite events with individual sign-ins, facilitators, etc., they should count as five different training sessions, as each meets the definition of “on-line training.”

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.

Reporting Co-Hosted Training: When reporting training numbers for a co-hosted training, the hosts must work together to determine how to equitably divide the number of clients among themselves. Double counting of clients is not permitted.

Examples involving multiple resource partners contributing to a single training event:

- If each resource partner contributes a significant amount of presentation time (defined as one hour or more per partner), then each host could count all attendees. Accordingly, if five partners co-hosted a training event with five hours of total presentation time (each partner delivering training for at least one hour) and fifteen persons attended the event, each partner could count fifteen persons trained for one hour each.
- If each partner puts in less than one hour (per partner) of presentation time, the attendee count would be divided among the hosts based on mutual agreement. Accordingly, if five partners co-hosted a training event with 1.5 hours of total presentation time (each partner delivering training for less than one hour) and fifteen persons attended the event, the partners would negotiate how to divide the number of attendees (e.g., each partner could count three persons trained for 1.5 hours).

Reporting Training with Multiple Sessions: Each session of a multiple-session training program or course may be counted as an individual course on SBA Form 888. Sessions must correspond with the minimum training duration identified in the definitions listed above.

34. TRAINING HOURS (TOTAL NUMBER OF TRAINING HOURS)

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

35. 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.

D. GUIDELINES

BUSINESS MATCHMAKING

SBDC's are encouraged to participate in SBA Business Matchmaking events. Business Matchmaking provides a means for small businesses to be matched with procurement representatives from government agencies and major corporations with actual contract opportunities. Business Matchmaking is offered at no

cost to its participant - buyers or sellers. The events combine education and counseling by pairing expert small business advisors and topical experts with networking and matchmaking through face-to-face events. In addition to the face-to-face events, there is also the Business Matchmaking On-line Network.

FAITH-BASED & NEIGHBORHOOD PARTNERSHIPS

SBDC's are encouraged to coordinate activities through either a contractual or partnership relationship with faith-based and other neighborhood organizations. SBDC's 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 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.

COUNSELING

SBDCs must provide counseling to both current and nascent entrepreneurs (pre-venture). An SBDC's counseling clients should be reflective of its area's demographics. 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. Fees for counseling may not be charged.

CO-SPONSORSHIP AGREEMENT

If one or more organizations and the SBA is involved with an SBDC as co-sponsors, a Co-sponsorship Agreement must be executed by SBA, the SBDC, and all co-sponsors of an activity in accordance with SBA's Co-sponsorship SOP 90 75 3 or revised equivalent.

ON-LINE COUNSELING

In order to count counseling toward the SBDC's goals, the counseling must be substantive and must meet all of elements of the definition of face-to-face counseling excluding in-person contact. To receive credit for 30 minutes of counseling, the counselor must spend at least 30 minutes researching and formulating the response. This can include several electronic questions and responses that cumulatively add up to 30 minutes.

SBA Form 641 or an equivalent form that supports SBA's management information database may be completed electronically by the client in states that accept electronic signatures, it may contain an electronic signature. In states that do not accept electronic signatures, the form must have an original signature.

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.

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.

FINANCIAL ASSISTANCE

SBDCs should work with their SBA District Offices to provide services that increase a small business' 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.

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.

FINANCIAL ASSISTANCE RESTRICTIONS

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

The SBDCs must not take a direct role in representing clients in loan negotiations. They should, however, help prepare their clients to represent themselves to lending institutions and may attend meetings with lenders to assist clients in preparing financial packages.

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. (Note: 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.)

INNOVATION CLUSTERS

The Interagency Regional Innovation Clusters Taskforce (the "Taskforce") has been charged with developing a replicable and sustainable model for coordinated federal and regional efforts that foster and use regional innovation clusters to develop and demonstrate sustainable and efficient models for attaining national strategic objectives; create and retain Good Jobs (defined below); eliminate gaps between the supply and demand for workers in specialized fields through training and education; increase regional gross domestic product (GDP); promote innovation in science and technology; and enhance the economic, technological, and commercial competitiveness of the United States on the global stage. SBDCs should participate where practical.

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 programs. SBDCs will provide international trade assistance by establishing a separate center at one location to be designated the title of "International Trade Center," or through selected service locations within the SBDC network, depending on the needs of the small business community and the organizational structure of the SBDC. 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.

INTERNATIONAL TRADE CENTER (ITC)

Where appropriate, SBDCs will establish International Trade Centers (ITCs) to focus on export assistance to small businesses. International Trade Centers (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:

- Support Export Assistance Centers sponsored by SBA, the 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, ExIm 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.
- Assist SBA in disseminating information on trade promotion, trade finance, trade adjustment and trade remedy assistance.

MANUFACTURING ASSISTANCE

Many SBDCs partner with the Department of Commerce, National Institute of Standards and Technology's 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 semiannual and annual reports to SBA.

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.

MINORITY ENTERPRISE 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 Minority Enterprise Development 8(a) 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.

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).

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 Procurement Center Representatives (PCRs) located at Federal Government purchasing activities.
- 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.
- Developing and/or maintaining computerized systems that identify federal, state and local procurement opportunities.

- Assisting eligible small business firms to complete and submit of the HUBZONE Empowerment Contracting Program electronic application.
- Working cooperatively with the Procurement Technical Assistance (PTAC) program.

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.

SBDC LEAD CENTER DIRECTOR

The SBDC Lead Center 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% of time allocated between this grant and other grants that provide management and technical assistance to small businesses. These would 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. Of that, at least 75% of the SBDC Lead Center Director's time must be dedicated to the functions of the SBA SBDC Cooperative Agreement. SBDC Lead Center may not receive additional compensation for managing these programs. The SBDC Lead Center 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 Lead Center Director must have full authority to manage and implement the budget without restrictions from the host entity.

SBTDC DESIGNATION

An SBDC seeking designation as a Small Business and Technology Development Center (SBTDC) must submit an application for such designation to the Accreditation Committee of the ASBDC. Each applicant will be expected to fully address the strategic role to be played in its state, the programs and services to be offered, and the resources committed to technology-related management and technical assistance. Upon completion of its review of each application, the ASBDC will forward the applications along with its comments to the AA/OSBDCs for approval or disapproval. SBDC Lead Centers, as appropriate, should pursue a technology designation to provide a higher level of technology services to their clients and include a plan for achieving this as part of the application narrative.

SBDC Program Organization and Terminology

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. [Note: Existing Alabama and Nebraska SBDCs are exempt from this requirement.] No other name designations or variations will be accepted. SBDCs will have two years from promulgation of revised SBDC regulations (currently in progress) in which to make a necessary name change. An SBDC proposing to use the identification "Small Business and Technology Development Center" must follow the procedures set forth in Section VII, Guidelines, and have the advance written approval of the AA/OSBDCs. The state SBDC organization is referred to as the "Lead" SBDC which manages and administers the statewide/region-wide comprehensive small business assistance network, consisting of the Lead Center and its Service Centers. This network is part of the national SBDC program network. The Cooperative Agreement dictates the terms of agreement between the SBA and the Lead Center recipient organization.

SURETY BOND GUARANTEE ASSISTANCE

SBDCs are encouraged to educate their resources 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 SBG 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.

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.

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. Where appropriate, SBDCs are encouraged to utilize educational technology such as computer-based instruction, distance learning initiatives, video tapes and other electronic mediums to enhance the distribution and quality of educational services.

Training generated by SBDCs must be coordinated 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 SBDC Project Officer, SBDC Clearinghouse and all SBA resources. 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.

An SBDC training workshop or seminar is defined as an activity or event in which a counselor from a resource partner, District Office personnel or a third party actively delivers a structured program of knowledge, information or experience on a business-related subject. There must be two or more attendees. A training course must last a total of an hour or more to be counted as training. For courses with multiple sessions each session may count as one course. An agenda, attendee list and evaluation must be kept in the file. The SBDC must use SBA Form 888 to document and report SBDC training activities. SBA's management information system collects both the number of sessions and hours for the course.

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. When reporting training numbers for a training session co-hosted by the SBDC and another SBA resource partner (e.g., WBC, SCORE) and the training session is of such duration that each partner is training for less than one hour each, the partners must work together to determine how to equitably divide the number of clients among themselves. No double counting is permitted so the number that the partners report must equal the total number of attendees at the event. However, in the case where there are breakout sessions lasting one hour or more given individually by the resource partners, then each resource partner can count any attendees participating in their breakout sessions as long as there is a sign-in sheet, an evaluation, and an SBA Form 888 is prepared. Where the training is of such duration that its length is equal to more hours than the number of ED partners co-hosting the event (i.e., one hour per partner), all partners can report the full number of attendees for the training, e.g., three hour training and three co-hosts.

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 document clearly the role and responsibility of the SBDC and each participant receiving a share of the receipts. How the receipts were distributed must also 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.

VETERAN AND SERVICE-CONNECTED DISABLED VETERAN BUSINESS OWNERSHIP

In cooperation with the Interagency Task Force on Veterans Small Business Development led by SBA, the Agency with the assistance of Syracuse University has created a nationwide entrepreneurship training program for transitioning service members. In this effort, SBA is working with Department of Defense and the Veteran's Administration to include entrepreneurship training as a part of the overall changes to the existing Transition Assistance Program (TAP). Each SBDC is expected to support this initiative, known as Operation Boots to Business—From Service to Start-up to the extent practical. The SBDCs are integral to the Boots to Business program which uses a multi-phase approach to introduce transitioning service members to the fundamentals of small business ownership and to the tools and resources available to them.

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 Boots to Business 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 offer and provide business interruption counseling and

training as needed to minimize 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 of 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 identify veterans on its staff. 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 VA regional office and engage VA Vocational Rehabilitation Counselors with clients.

SBDCs should highlight veteran's needs at small business seminars, conferences and outreach Program Announcements. 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.

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 provide support for, coordination with, and referrals to the Women's Business Centers (WBCs).

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 4 phases of the deployment cycle:

- (1) Pre-Deployment.
- (2) Deployment.
- (3) Demobilization.
- (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. Such assistance and services may include the following:

- (6) Financial counseling.

(9) Employment assistance.

More information is available at <http://www.yellowribbon.mil/index.html>

APPENDIX E
- Submission Checklist
Southwestern Community College District
Host Services for the Imperial Valley Small Business Development Center

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Cash and In-Kind Match Certification	
Proposal Form D: Proposed Organizational Chart and Resume(s)	
Proposal Form E: General Terms and Conditions	
Proposal Form F: References	
Proposal Form G: Addenda Acknowledgement	
Proposal Form H: Board Resolution/Minutes	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Contractor's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for Host Services for the Imperial Valley Small Business Development Center	Not necessary to include with proposal for proposer reference only.
Appendix E: Submission Checklist	