



SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Request for Proposal and Qualification (RFP) No. 2021-0172
Host Services for the Innovation or
Export Specialty Small Business Development Center(s)

Proposal is due as follows:

Date: September 4, 2020

Time: 2:00PM

(Only Electronic Submittals Accepted)

Submittal Address: purchasing@swccd.edu

Office of Procurement, Central Services and Risk Management

900 Otay Lakes Road, Chula Vista, CA 91910

619-482-6557

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NOTICE TO PROPOSERS

Request for Proposal (RFP) No. 2021-0172

Host Services for the Innovation or Export Specialty
Small Business Development Center(s)

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 Friday, September 4, 2020**, responses to this Request for Proposal (RFP) for Host Services for the Innovation or Export Specialty Small Business Development Center(s) for the Southwestern Community College District.

The SCCD, host for the San Diego and Imperial Small Business Development Center Regional Network (SDI-SBDC Network), is seeking proposals from qualified applicant organizations to be a host of the Innovation or Export Specialty Small Business Development Center(s) (SBDC), serving San Diego County. The SBDC delivers defined business development support services to existing and emerging businesses.

Responses shall be received in the Office of Procurement, Central Services & Risk Management, **via email at purchasing@swccd.edu no later than 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, leaving a message at 619-482-6557 or by visiting the District's Procurement web-site at www.swccd.edu/procurement. Any requests for information may be directed to Rosalinda Hernandez, Director of Procurement, Central Services & Risk Management by e-mailing purchasing@swccd.edu no later than **10:00AM on August 21, 2020.**

Kindred Murillo Ed.D., Superintendent/President
Secretary of the Governing Board
Southwestern Community College District

RFP No. 2021-0172 Timeline

Date of Issue	Friday, August 19, 2020
Advertisement Dates	Friday, August 19, 2020
Publication	Union Tribune
Request for Information (RFI)	Wednesday, August 21, 2020 by 10:00AM All received RFI's will be send to the Committee members by end of day.
District Responds to RFI's/Comments/Questions	Monday, August - 25, 2020 By End of Day
Due Date	Friday, September 4, 2020 By 2:00PM
Anticipated Governing Board Approval	October 13, 2020

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

DISTRICT OVERVIEW

The Southwestern Community College District (SCCD), located South of San Diego and extending to the U.S. – Mexico border, is one of seventy two community college districts in the California Community College system. It serves as the primary source of higher education for approximately 400,000 residents of the South San Diego County area including the communities of Bonita, Chula Vista, Imperial Beach, National City, Nestor, Otay Mesa, Palm City, San Ysidro, Sunnyside, and Coronado.

The college began offering classes to 1,675 students in 1961, with temporary quarters at Chula Vista High School. Groundbreaking for the present 156-acre campus was held in 1963. By September of 1964, initial construction was complete and classes were held for the first time on the present Otay Lakes Road site in Chula Vista. In addition to its District campus in Chula Vista, Southwestern College has established four (4) center sites, the Southwestern College Education Center at San Ysidro (1988), the Higher Education Center in National City (1998), the Higher Education Center in Otay Mesa (2007), and Crown Cove Aquatic Center. The college also provides off-campus classes at several extension centers throughout the district. Current enrollment is nearly 26,000 students and more than 600,000 students have attended Southwestern College since it opened its doors. The District employs approximately 1,400 employees (full and part time).

PURPOSE

The San Diego & Imperial Small Business Development Center Network (SDI-SBDC Network) creates a positive and measurable impact on the formation, growth, and sustainability of San Diego and Imperial County 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 SDI-SBDC 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.

In partnership with federal, state, local and host partners, the SDI-SBDC 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.

SDI-SBDC Network

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 SDI-SBDC 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 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.]

Service Needs

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

Results and Impact.

The SDI-SBDC 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. SDI-SBDC Network service centers are expected to provide in-depth, substantive, long-term, outcome-oriented one-to-one advising resulting in substantial economic impact for the communities they serve.

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.

SDI-SBDC Network programs and services provide direct and measurable economic benefits to the communities they serve. Becoming a partner of the SDI-SBDC 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, and increased visibility within the local business community.

BACKGROUND INFORMATION

San Diego and Imperial SBDC Network

The regional Small Business Development Center organization is referred to as the “San Diego and Imperial SBDC Network”. The San Diego and Imperial SBDC Network 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 Southwestern Community College District (SCCD). This network is part of the Small Business Development Center Program. The San Diego and Imperial SBDC Regional Network is the collaborative network of Small Business Development Centers in two counties that includes San Diego and Imperial focused on serving the needs of emerging businesses and growth industries unique to the economic development regions of the San Diego and Imperial area. This partnership between SCCD and the US-SBA and local host organizations is intended to help entrepreneurs successfully start, grow, and expand their businesses.

The SDI-SBDC Network, hosted by Southwestern Community College District, currently contracts eight current service partners including North San Diego (MiraCosta College), Imperial Valley (Imperial Regional Alliance), East County (East County EDC), South San Diego (Southwestern College), Alliance (Asian Business Association), International Rescue Committee, the Brink (University of San Diego), and Connect. The SDI-SBDC Network also partners with the San Diego and Imperial Women’s Business Center (WBC), Southern California Veteran’s Business Outreach Center (VBOC), SCORE of San Diego, and the San Diego Orange and Imperial Procurement Technical Assistance Center (PTAC.)

SDI-SBDC Regional Office

The SDI-SBDC 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.

Network Structure

The SDI-SBDC structure of service locations is designed to assure delivery of services throughout San Diego and Imperial counties. 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. This proposal is designed to better meet the needs of the population in San Diego County. This proposal is to provide specialized services to assist businesses in the innovation/technology sectors and/or to expand to international markets via exporting.

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.

Services

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) Business Advising Services - One-on-one, confidential business development advising delivered by qualified personnel at no cost.
- b) Training 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 advising services, while addressing the educational (training) and informational (research) needs of all its client market segments as complimentary services.

Business Advising Services

The principle service provided by the Network is confidential, individualized, no-cost professional business advising. The SBDC shall design and provide quality business advising services to improve the skills and knowledge of existing and prospective small business owners/managers. Advising is a process of in-depth, two-way communication between client and consultant. This process includes identifying and analyzing the client's needs and problems. To accomplish this, a consultant may need to gather information and conduct research in order to formulate a strategy for implementation. The SBDC shall assist small businesses in solving problems concerning operations, manufacturing, engineering, technology exchange and development,

procurement, marketing, sales, merchandising, finance, accounting, business strategy development and other disciplines required for small business growth, expansion, innovation, productivity and management improvement. The Network focuses its advising services into specific areas of small business need. See SCOPE OF WORK for an expanded explanation of these specific areas of focus.

Fees may not be charged for business advising. A bidder charging fees for advising under another grant or contract must adequately address how clients will be screened and served by the SBDC compared to those who will be charged fees for advising services under another program. If the bidder serves fee-based clients, methods must be established for how referrals will be made to the SBDC and how the bidder will ensure conflicts will not arise between fee-based and free business advising. The bidder will adopt the San Diego & Imperial SBDC Network conflict of interest policy and procedure that minimizes opportunity for such conflicts to occur and sets forth the process of time resolution of any conflicts that do arise.

Business Advisors must be qualified to deliver expert level advice to assist SBDC clients. SBDC service centers must have a clear staffing plan, utilizing full-time, part-time, and/or independent contractors to provide the business advising required to help advance entrepreneurs and small business owners. Micro-centers must provide available, confidential space for SDI SBDC Network Business Advisors to provide services. All centers must provide outreach to promote the services available.

Training Services

All Network SBDC's assess entrepreneur and business owner/manager educational needs in order to 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 (business advising) 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 advising engagement, the Network also provides general (non-advising) guidance and access to electronic and hard copy information and data resources of value to existing and aspiring small business owners.

Other Clarifications

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

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 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).

- **“Service Center”** A host that provides both SBDC business advising and training services at one or more locations in San Diego County. Services can also be offered virtually using online software tools.
- **"Cash Match"** Non-Federal funds allocated specifically to the operation of the San Diego SBDCs and Micro-Centers. 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. These funds cannot be other federal funds, with the exception of Community Development Block Grant (CDBG) funds.
- **"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. In-kind may also include unrecovered or waived indirect charges.
- **"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, and 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., OBA 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

- **“Client”**: The client is the business receiving counseling or training services, if it exists. In the case of a prospective business, the client is the individual.
- **"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. *Special note: Funds to be awarded under this RFP which are state funds can only be used for personnel expenditures (time and effort) in the delivery of services (training and business advising). Up to 15% of the state funds award can be used for personnel engaged in marketing/outreach to the targeted populations.*
- **"Continuing Resolution"** The federal government operates on a federal fiscal year (October 1st - 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 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.

- “**Key Personnel**” defined by SBA include: Lead Center and Service Center directors or managers, including personnel responsible for managing specialty programs for technology, International Trade Centers, and the person designated to maintain the SBDC’s PIMS information (PIMS designee). It does not include trainers, consultants, counselors or support staff.

INSTRUCTIONS, INFORMATION & GENERAL CONDITIONS OF RFP

The Southwestern Community College District (District), regional host for the San Diego & Imperial Small Business Development Center Network, is seeking proposals from qualified applicant organizations to host up to two (2) new Small Business Development Center(s) serving San Diego and Imperial Counties. The SBDC delivers defined business development support services to established and emerging businesses. This RFP outlines the strategic focus of the SBDC 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 Rosalinda Hernandez, Director of Procurement, Central Services and Risk Management at purchasing@swccd.edu

Questions will only be accepted until **Wednesday, August 21, 2020** no later than 2:00PM. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 2021-0172. 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 **Tuesday, August 25, 2020**. 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 via email submission. For Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 2:00 PM on **Friday, September 4, 2020** to the email address listed below.

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. 2021 -0172 ("Email 1 of XX" if more than one)".

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

Appendices

- A. Non-collusion Declaration - Must be notarized
- B. Equal Opportunity Affirmative Action Statement
- C. Company/organization's Certificate Regarding Worker's Compensation
- D. Check List
- E. Sample Contract (for reference only, not required to be submitted with the proposal)

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 emailed to purchasing@swccd.edu bearing the subject line of the Proposer and RFP No. 2021-0172 clearly marked. All proposals must be received on or before the above mentioned due date and time of **Friday, September 4, 2020 at 2:00 P.M.** Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected.

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 U.S. SBA, San Diego SBDCs and Micro-Centers and its host shall be familiar with overarching Administration goals and requirements. Reference materials that may be helpful for the applicant include the following:

1. 2020 SBDC Program Announcement/Funding Opportunity: please see https://www.sba.gov/sites/default/files/resources_articles/2020_SBDC_Funding_Opportunity.pdf
2. 2020 Go-Biz Small Business Technical Assistance Expansion Program (SB TAEP) Funding Opportunity/RFP: Please see <https://static.business.ca.gov/wp-content/uploads/2020/07/2020-21-TAEP-Program-Announcement-FINAL.pdf>
3. USC, CFR and OMB Circulars: A copy of current circulars is available at: https://www.whitehouse.gov/omb/grants_circulars

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.2021-0172. 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.

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(s) between the District and the successful applicant is expected to begin upon the date the contract is fully executed between the two parties or October 1, 2020 (state funds sub-award) and/or January 1, 2021 (federal funds sub-award), and terminate on September 30, 2021 (state funds) and/or December 31, 2021 (federal funds) - initial contract term.

The District may renew the contract with a successful applicant(s) for an additional one (1) year term (after the initial contract term) not exceeding a combined three (3) year term at the end of each such contract term. These renewals are contingent to funding appropriated for this purpose in subsequent Federal and State budgets. Contract renewals are assessed annually to ensure the host partner (contractor) performed satisfactorily and complied with the regulations, guidelines, and policies governing the SBDC.

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 October 13, 2020. The award will be made to one or more responsible company/organization(s) judged to offer the most advantages for the District. At the time of the formal award, the apparent successful company/organization(s) 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 (Appendix E), 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 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.

SPECIAL REQUIREMENTS

Funding Opportunity Title:

Innovation or Export Specialty Small Business Development Center(s) (SBDC).

Federal Funding Opportunity #: Program Announcement # OSBDC-2020-02

State Funding Opportunity: Go-Biz Small Business SBTAEP2020

Funding Instrument: Matching Grant Sub-Award Contract

Funding: Funding is for FFY 2021 and CY 2021

Award Amount (Innovation SBDC): up to \$200,000 Federal and \$175,000 State

Award Amount (Exports SBDC): up to \$50,000 Federal and \$150,000 State

Match Requirement: federal funds awarded requires 1:1 match of federal with host supported, non-federal funds.

Indirect Charge: up to 8% allowed on federal award with demonstration of FAIC, state funds do not allow indirect charges

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 initial contract term and awarded the amount of federal and state program funding available.

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

The District shall only award a contract to proposers who demonstrate the required match at the above noted minimum required funding level. Half of the required match may be in-kind (including waived indirect charges.) For example, a 1:1 match of \$100,000 at least \$50,000 must be in cash and up to \$50,000 may be in-kind.

Project Start date and Duration: October 1, 2020 - December 31, 2021 (two funding instruments)

The SDI-SBDC 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 SBDC.

Service Territory and Client Population:

This RFP is issued to serve San Diego and Imperial Counties. Proposals submitted by eligible applicant organizations must serve the entire County of San Diego and have services available for Imperial County. Proposals should indicate the specialty services – export or innovation.

Applicant Eligibility

Eligible host partner organizations include:

- a. Fully accredited **institutions of higher education** such as state universities and colleges 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.

Contract Funding

Funding for the SBDC is made available through two sub-award contracts between the District and the qualified host partner organization. Maximum funding provided by the Network for these combined awards will be \$575,000 for year 1 provided program funding is made available to the Network by its federal funding partner, the U.S. Small Business Administration (SBA) and the State of California (Go-Biz). The Network reserves the right to award less than the amount submitted by the proposer(s) as it sees fit.

Hosts proposing for a service center are required to provide matching funds for this Award from non-Federal sources at the rate noted above. 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. You must document that you have obtained and expended the required level of match in support of project activities.

Five (5) bonus points may be awarded to applicants who demonstrate that a minimum of 50% of the Center Staff'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 and Budget. 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 (Community Development Block Grant funds are the exception to this rule.)

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 SBDC Director.

SCOPE OF SERVICES

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

REQUIRED SERVICES

Business Advising

The principle service provided by the Network is confidential, individualized, no-cost professional business advising. Advising is a process of in-depth, two-way communication between client and consultant. This process includes identifying and analyzing the client's needs and problems. To accomplish this, a consultant may need to gather information and conduct research in order to formulate a strategy for implementation. The SBDC shall assist small businesses in solving problems concerning operations, manufacturing, engineering, technology exchange and development, procurement, marketing, sales, merchandising, finance, accounting, business

strategy development and other disciplines required for small business growth, expansion, innovation, productivity and management improvement. **Contractual service and performance goals for a host will be based upon business advising activities.**

SBDC Business Advisors should provide quality business development solutions tailored to meet the needs of the regions identified markets. SBDC Business Advisors should be compensated per the level of expertise they possess and in accordance with SBDC Network standards. The SDI-SBDC has established areas of expertise that represent the existing and targeted competency areas of the SBDC. 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 – advising directly attributed to assisting individuals with starting new businesses, including but not limited to providing guidance on business formation, structure, registration, regulation, and business taxes.

Business and Strategic Plan Assistance - advising 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 business plan, performance measurement and accountability.

Market/Sales Growth Assistance - advising 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.

Financial and Capital Access Assistance - advising directly attributed to assisting existing and prospective businesses with accessing 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 - advising 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.

Fees may not be charged for SBDC advising services. A local host organization charging fees for advising under another grant or contract must adequately address how clients will be screened and served by the SBDC compared to those who will be charged fees for advising 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 SBDC and how the applicant organization will ensure conflicts will not arise between fee-based and no-cost SBDC advising.

Performance Expectations

All Centers must offer an appropriate mix of advising, 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.

Client Activity and Performance Tracking

The SBDC 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 centers)

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 and as federal funds. 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 advising. Training can and should also be a good way to generate new and value-added advising engagements.

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

Information, Data and Research

The SBDC must make available relevant business information and data for access to existing and aspiring small business owners. At a minimum, the SBDC shall offer 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 SBDC advisors in support of their client engagements. The Regional Office invests in subscriptions to select 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 SBDC 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.

PROJECT STAFFING

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

For federal funding over \$99,000: One (1) Full-time (at least .8 FTE) Director (Key personnel)

For federal funding over \$45,000: One (1) part-time (at least .5 FTE) 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 sample job description at the following link:

<http://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 (note that additional staffing can include part time administrative staff, business advising staff, and other staff as needed to operate the SBDC program). That said, the intent of the funding to provide direct client services and staffing should demonstrate a focus on client facing activities.

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.

Process

- 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.
- The evaluation committee will then review all responsive proposals against the evaluation criteria listed below. Proposals will be ranked based upon score.
- 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.
- 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.
- A contract will be awarded to the applicant(s) 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.
- The District reserves the right not to award any contracts.
- Upon selection of proposed contractor(s), a Notice of Intent to Award will be sent.
- 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.
- Unsuccessful applicants will be notified in writing on the date the District posts the Notice of Awards.
- Preliminary contract negotiations shall begin following the date the Notice of Intent to Award is posted.

- **The successful applicant will participate in SDI-SBDC “onboarding.”** 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 SBDC 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.

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. The minimum score to qualify is set at 75 points. Any proposal scoring under the minimum score will be automatically disqualified from further consideration.

Criteria	Points
HOST ORGANIZATION Organization's history in providing small business technical assistance, small business training, and/or economic development services: how well the SBDC "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 (if required) for SBDC in 2019 and beyond; capacity for growth; long-term sustainability of organization is not in question.	Up to 20
SBDC SERVICE DELIVERY Quality and thoroughness of advising 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
Total	Up to 100

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 SBDC. 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

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:

- The proposal package is received at any time after the exact time and date set for receipt of proposals.
- The proposal does not meet the requirements and is not prepared as required in PROPOSAL FORMAT AND CONTENT.
- 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.
- The proposal is confidential (excluding applicant financial information), conditional, incomplete or if it contains any irregularities.
- The applicant does not meet required cash match, direct services requirement and/or PROPOSAL FORM C, CASH AND IN-KIND MATCH and BUDGET INFORMATION forms are incomplete.

Debriefings

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

PROPOSAL FORM A General Information

1. Cover Letter

In addition to the Proposer's 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:
 - 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?
 - YESNO

 - 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:

PROPOSAL FORM B Mandatory Responses

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.

Description of Host Organization (max 1000 words)

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 SBDC. Discuss how the SBDC "fits" within the organization and how the purpose/mission of the SBDC aligns with the purpose/mission of the organization. Why does the applicant want to host the SBDC? What benefits will be realized by the host organization?
4. Describe the organization's capacity for growth (e.g. adding no-cost advising services, expanding pre-existing business or economic development assistance programs, serving additional markets, the possibility of satellite offices, etc.).
5. Provide examples of 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, indicate 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.

Programmatic Personnel and Management (max 1000 words)

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 advising, 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 resumes 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 advising should have prior small business experience and be compensated commensurate with their level of expertise.
3. If the applicant is a large organization (municipality, university, college 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 advising rate agreed upon for hourly services.

Financial Personnel and Management (max 500 words)

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 accounts (cost accounting centers) for all SBDC funds, including federal, state, other cash match, and program income. Discuss the host organization's background in **fund accounting** and prior experience with fiscal management of federal contracts.

Financial Stability (max 500 words)

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 advising services, expanding pre-existing business assistance programs, serving additional markets, the possibility of satellite offices, etc.).

SBDC Service Delivery (max 2000 words)

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 advising, and provide accessible free or low-cost parking
2. Address how advising services will be implemented and managed. Include information about how advising 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. *(service centers only)*
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 SBDC 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 SBDC 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 advising to clients under the supervision of the*

SBDC.

9. Indicate 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 SBDC services to be provided by the applicant in the region.

10. Discuss forms/methods 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.

11. Describe the organization's realistic timeline to transition current SBDC operations in a timely manner.

CASH AND IN-KIND MATCH CERTIFICATION

1. The amount and source of funds being provided as match must be clearly indicated. Cash and In-Kind match requirements are critical to this award. All proposers shall submit a funding guarantee for the fund match. The District will accept evidence of such guarantee in any one of the following forms:

- Proposer agencies' Board resolution.
- Grant agreement.
- Letter from the Proposer's Board or authorized designee confirming the commitment and allocation of funds towards this contract award.

2. Please include support documentation for each match source listed on Proposal Form C: 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.

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.

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. The maximum allowed towards indirect costs is 8%
3. Provide documentation of incorporation, if appropriate.

APPLICANT ORGANIZATION CHART

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

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 and Budget

2020 Budget Certification

SBDC Center:

Certification of Cash Match

Please list all individual sources of cash match with their originating funding source below.

Source of Cash Match	Dollar Amount	Funding secured or pending?
	\$	
	-	
	\$	
	-	
	\$	
	-	
	\$	
	-	
	\$	
	-	
	\$	
	-	
	\$	
	-	
Total Cash Match	\$	
	-	

As the authorized representative of the Applicant Organization, I hereby certify that the Small Business Development Center program budget as set forth in this proposal contains actual cash dollars from sources other than the federal government, in the amount and from the sources listed above. I certify that these funds are/will be under the control of the SBDC Center Director and that these funds are not being used to match any other federal funds. I certify that signed contracts memorializing these funds are in place/will be in place and will be available at the Service Center for review by the San Diego & Imperial SBDC Lead Center upon request.

Name and Title of Authorized Official (please print legibly)	Signature and Date

Certification of In-Kind Match

Please list all individual sources of in-kind match below. Please include waived indirect.

Source of In-Kind Match	Dollar Amount	New in 2019 or used in the past?
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total In-Kind Match	\$ -	

As the authorized representative of the Applicant Organization, I hereby certify that the Small Business Development Center program budget as set forth in this proposal contains only acceptable forms of in-kind match as defined by the Small Business Administration and in-kind match is under the control of the SBDC Center Director.

Name and Title of Authorized Official (please print legibly)	Signature and Date

BUDGET JUSTIFICATION (Sample)

YEAR: 1/1/2021 - 12/31/2021

SBA/Federal
Funds
ESTIMATED COSTS

DESCRIPTION	SBA	Other Match	In Kind
A. PERSONNEL			
Key personnel costs		\$0	\$0
Professional staff		\$0	\$0
Clerical staff		\$0	\$0
Total Salaries & Wages		\$0	\$0
B. FRINGE BENEFITS			
___% Rate		\$0	\$0
Total Fringe Benefits		\$0	\$0
C. TRAVEL			
In-State:			
Mileage @ \$.___ / mile		\$0	\$0
Total Travel		\$0	\$0
D. EQUIPMENT			
		\$0	\$0
Total Equipment		\$0	\$0
E. SUPPLIES			
General office, operational and computer supplies		\$0	\$0
Total Supplies		\$0	\$0
F. CONTRACTUAL			
		\$0	\$0
Total Contractual		\$0	\$0
G. CONSULTANTS			

Specialized Advising	\$0	\$0	\$0
Total Consultants	\$0	\$0	\$0
H. OTHER			
Accounting Services	\$0	\$0	\$0
Copying	\$0	\$0	\$0
Data Processing	\$0	\$0	\$0
Events	\$0	\$0	\$0
Facilities	\$0	\$0	\$0
Office Equipment Repair & Maintenance	\$0	\$0	\$0
Postage	\$0	\$0	\$0
Printing	\$0	\$0	\$0
Total Other	\$0	\$0	\$0
I. TOTAL DIRECT COSTS	\$0	\$0	\$0
Total Eligible Base (ex. Facilities)	\$0	\$0	\$0
J. Indirect Rate (___%)	\$0		\$0
Waived Indirect (___%)		\$0	\$0
Total Indirect	\$0	\$0	\$0
TOTAL BUDGET	\$0	\$0	\$0

Quarterly Spend Estimates	Q1	Q2	Q3	Q4
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YEAR: 10/1/2020 - 09/30/2021	Go-Biz/State Funds ESTIMATED COSTS
------------------------------	--

DESCRIPTION	State Funds
PERSONNEL	
Key personnel costs	\$0
Professional staff	\$0
Clerical staff	\$0

Total Salaries & Wages	\$0
<hr/>	
FRINGE BENEFITS	
___% Rate	\$0
<hr/>	
Total Fringe Benefits	\$0
<hr/>	
CONSULTANTS	
Specialized Advising	\$0
<hr/>	
I. TOTAL DIRECT COSTS	\$0
<hr/>	
TOTAL BUDGET	\$0
<hr/>	

Quarterly Spend Estimates	Q1	Q2	Q3	Q4
---------------------------	-----------	-----------	-----------	-----------

A. PERSONNEL

For each position of the SBDC, show Federal, State, Other Match, Annual Salary, Number of months, Level of Effort in Percentage, and Total Amount used as the basis to estimate personnel costs. For key personnel, list name and position title. For SBDC employees who are not key persons or personnel to be hired only position title is required. For Business Advisors, show rate of pay commensurate with level of expertise. **Special note: 85% of state funds must be used for direct client service, delivering training and advising. Up to 15% may be used for outreach to small business owners and other targeted groups for service delivery.*

B. FRINGE BENEFITS

Show fringe rates for full-time and part-time staff. Do not include fringe cost in the total amount required for personnel.

C. TRAVEL

Provide purpose for in region and out of region travel. For local travel not requiring preauthorization provide total anticipated mileage and mileage rate. For travel requiring preauthorization, itemize destinations, mode of transportation, airfare or other transportation rates, number of trips, and number of travelers.

D. EQUIPMENT

List items costing \$5,000 or more. The recipient organization must maintain an inventory including cost and detailed description of each item. Equipment inventory must be made available upon request of the SBA.

E. SUPPLIES

Show anticipated cost of supply items such as general office, operational, computer supplies, and other supply items costing less than \$5,000. The recipient organization must maintain an inventory of controlled supplies of higher dollar value or high potential for loss such as projectors,

cell phones, furniture, etc., and it must be made available upon request of the SBA.

F. CONTRACTUAL

Should service center propose sub-contractual cost, please provide budget details, such as statement of work, number of hours and rate of pay.

G. CONSULTANTS

This would be an independent contractor (1099) providing expert level business advising. Specify the consultant's purpose and indicate the number of hours and rate of pay.

H. OTHER

This category may include, but is not limited to computer software, copying, postage, printing, publications, subscriptions, dues; telephone, conference fees, and office space (indicate square footage).

PROPOSAL FORM D Proposed Organizational Chart and Resume

For each position being proposed, provide the position, title(s), qualification(s), and 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.

PROPOSAL FORM E General Terms and Conditions

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: _____ Fax: _____

Email: _____

By: Signature (Manual)

By: Signature (Typed or Printed)

PROPOSAL FORM F References

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.

REFERENCE No. 1

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

REFERENCE No. 2

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

REFERENCE No. 3

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

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

APPENDIX B Equal Opportunity Affirmative Action Statement

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 _____, 2020.

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

(Corporate Seal)

APPENDIX D SUBMISSION CHECKLIST

Southwestern Community College District
Host Services for the Innovation or
Export Specialty Small Business Development Center(s)

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Cash and In-Kind Match Certification and Budget	
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	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Contractor's Certificate Regarding Workers' Compensation	
Appendix D: Submission Checklist	
Appendix E: Sample Sub-Award Contract	

APPENDIX E Sample Sub-award Contract

COOPERATIVE AGREEMENT

- 1. **AUTHORIZATIONS:** 15USC Section 648;
31USC Section 6305; CFR Part 130

- 2. **MASTER CONTRACT HOLDER** Southwestern Community College District

- 3. **SUBAWARDEE**

- 4. **PROJECT PERIOD - FEDERAL:** From 01/01/2021 through 12/31/2021

- 5. **BUDGET PERIOD - FEDERAL:** From 01/01/2021 through 12/31/2021

- 6. **PROJECT PERIOD - STATE:** From 10/01/2020 through 09/30/2021

- 7. **BUDGET PERIOD - STATE:** From 10/01/2020 through 09/30/2021

- 8. **TITLE OF PROJECT:** Small Business Development Center

- 9. **DIRECTOR OF PROJECT:** xxx

- ADDRESS:**

- 10. **AMOUNT OF AWARD:** Federal Funds (SBA) **\$XX,XXX**

- 11. **MATCHING COMMITMENT:** **\$XX,XXX.00**

PREAMBLE

The San Diego & Imperial Small Business Development Center. Southwestern Community College District (SWCCD) is the prime recipient of a U.S. Small Business Administration (the "SBA") Small Business Development Center cooperative agreement, which requires Southwestern Community College District to establish a statewide SBDC network consisting of a Regional Lead Center and SBDC Service Centers, referred to hereafter as the "San Diego & Imperial SBDC". SWCCD is also the recipient of a grant from the State of California Governor's Office of Business and Economic Development Small Business Small Business Technical Assistance Expansion Program (SB TAEP) and Capital Infusion Program (CIP.) Other matching funds are provided to the San Diego & Imperial SBDC in partnership with other program participants and contributors.

The Regional Lead Center. The Regional Lead Center, established and hosted by Southwestern Community College District (the "SWCCD-Regional Lead Center"), and the San Diego & Imperial SBDC Regional Director (the "Regional Director") provide policy leadership, technical support and financial management to San Diego & Imperial SBDC Service Centers and have oversight

responsibility for their operations.

San Diego & Imperial SBDC Service Centers. San Diego & Imperial SBDC Service Centers (“Service Centers”) develop and maintain a comprehensive small business assistance program that provides advising, training and other services to promote business start-up, innovation and expansion.

AGREEMENT

In consideration of Southwestern Community College District providing funding to the Subawardee to establish and operate a San Diego & Imperial SBDC Service Center, the parties agree as follows:

I. PROGRAM AUTHORITY

Subawardee agrees to operate the SBDC Center in accordance with the following:

- This Agreement
- Regional Lead Center policies and procedures
- Small Business Act (15 USC 648)
- SBDC Program Regulations (13 CFR 130)
- Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 CFR 200
- 2018 SBDC Program Terms and Conditions available at:
<https://www.sba.gov/offices/headquarters/osbdc/resources/20351>
- This Award is subject to the following laws, regulations, and policies in addition to those enumerated in the SF 424B (Assurances: Non-Construction Programs):
 - Equal Employment Opportunity 41 CFR 60-1.4
 - 49 U.S.C. App. 1517 (Fly America Act);
 - Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
 - Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving);
 - 44 USC§ 3501 (Paperwork Reduction Act);
 - 5 USC § 552 (Freedom of Information Act)

II. PROGRAM SERVICES & PERFORMANCE GOALS

Subawardee agrees to provide the following services and achieve the performance goals shown on the Performance Goals & Operational Requirements, attached as Attachment A.

A. Advising Services

Subawardee agrees to provide high quality, impact driven advising services to current and prospective small business owners on a one-on-one basis at no charge to the client. These services include, but are not limited to, building viable business plans, establishing strategies for growth and survival, creating practical marketing approaches, dealing with unexpected challenges and generating realistic financial goals. However, the Subawardee may charge a reasonable fee for training activities and/or certain specialized services. These fees are reported as program income and must follow 2 CFR 200.307, as appropriate.

B. Training Services

Subawardee agrees to develop and deliver a range of training programs focused on the needs of small businesses. These programs can include venture start workshop series, starting a business, business legal issues; venture plan and venture plan online to help entrepreneurs build a business plan; venture forward series to help grow an existing business to the next level; and other training offerings that align with the business needs in the Region and the San Diego & Imperial SBDC mission of fostering small business.

C. Partnership Services

Subawardee understands that the San Diego & Imperial SBDC works in partnership with federal, state and local resources to grow and strengthen small businesses. Resources include Service Core of Retired Executives (SCORE) volunteers, San Diego & Imperial Women's Business Center (WBC), San Diego Contracting Opportunity Center (PTAC), Southern California Veteran's Business Outreach Center (VBOC), college faculty, students, chambers of commerce, trade associations, private sector consultants, and federal and state agency resources. Subawardee agrees to work, as appropriate, with these resources in delivering advising, training and other services of the San Diego & Imperial SBDC.

D. Prohibited Activities

Subawardee agrees not to engage in prohibited activities. Prohibited activities include providing legal advice, engaging in loan or credit decisions on behalf of clients, or representing clients in loan or other capital acquisition negotiations. Subawardee acknowledges that San Diego & Imperial SBDC services are different from existing economic development activities such as those traditionally found in a chamber of commerce or economic development corporation. Accordingly, Subawardee agrees not to characterize its economic development activities as San Diego & Imperial SBDC services under this Agreement without prior written approval by the Regional Director.

F. Restrictions on Certain Types of Clients

Subawardee may not utilize project resources to provide advising services to any concern that:

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

III. OPERATIONAL REQUIREMENTS

Subawardee agrees to operate its SBDC Center in accordance with the Performance Goals & Operational Requirements, attached as Attachment A.

IV. REPORTING REQUIREMENTS

Subawardee agrees to maintain and report in a timely manner as described in the program record keeping section of the San Diego & Imperial SBDC Policies and Procedures Manual, as well as adhere to the financial and program reporting deadlines as provided in the SBDC Service Contract Calendar, attached as Attachment C. Special Note for Federal Funds: An initial fourth quarter financial report must be received by the SWCCD-Regional Lead Center by January 20, 2021. A final financial report must be received by the SWCCD-Regional Lead Center by February 28, 2021.

V. FINANCIAL REQUIREMENTS

- A.** Subject to the receipt of Federal funding by the SWCCD-Regional Lead Center, the Subawardee agrees to the approved SBDC Center Program Budget, attached as Attachment B. In the event the Federal government experiences a shutdown of any kind or is operating under a Continuing Resolution (CR) that impacts the disbursement of federal dollars, the SWCCD-Regional Lead Center will release funds to the Subawardee in a way that is proportionate to the amount of funds that it has been authorized to spend. As spending authorizations are increased by the Federal government, the SWCCD-Regional Lead Center may issue subaward amendments to the Subawardee, which authorize additional spending for the SBDC Center.
- B.** Expenditures charged to the project must conform to the approved budget categories, the Program Authorities referenced in Section I, Generally Accepted Accounting Principles (GAAP) as applicable, as well as San Diego & Imperial SBDC Policy and Procedure Manual. The Subawardee is not permitted to charge costs associated with any of the following items to this subaward:
 - a. Transactions with suspended or debarred entities;
 - b. New construction of facilities or acquisition of real estate;
 - c. Litigation costs of any kind;
 - d. Matching contributions which are funded by federal awards; Matching contributions already committed to another Federal awards;
 - e. Meals, lodging, per diem or other subsistence costs associated with travel, unless pre-approved by the Regional Director.
- C.** Program Income must follow 2 CFR 200.307, as appropriate. The Subawardee will be allowed to use the additive method for program income and will ensure that it is used to further eligible SBDC program objectives, and is expended in accordance with the SBDC program requirements, applicable CFRs and OMB Circulars.
- D.** Subawardee agrees to report financial information to the SWCCD-Regional Lead Center on the SBDC Center Financial Report and Payment Request template. The Subawardee also agrees to adhere to the financial reporting deadlines as provided in the SBDC Service Contract Calendar, attached as Attachment C.
- E.** Subawardee agrees to request prior approval from the SWCCD-Regional Lead Center, at least 30 calendar days prior to the date of the following proposed actions:

- a. Budget revisions to the SBDC Center Approved Program Budget when the gross amount of fund transfers between approved cost categories is greater than 10% of the overall program budget;
 - b. Additional line item expenditures not specified or shown without cost on the SBDC Center Approved Program Budget;
 - c. Entering into a contract calling for the expenditure of \$10,000 or more in Program Funds, with the exception of subawardee agreements or entering into a contract that, when combined with other contracts held by a single individual or organization (including affiliates, subdivisions, and subsidiaries), would result in that entity receiving \$10,000 or more in aggregated Program Funds unless included in the proposal;
 - d. Travel outside of the United States and its territories or unanticipated out-of-state travel not in the SBDC Center Approved Program Budget;
 - e. Changing the amount claimed for indirect costs in excess of the SBDC Center Approved Program Budget (federal and matching funds).
 - f. Submitting SBDC Center proposals to other funding agencies or organizations.
- F. Subawardee agrees to provide Assurances & Certifications to the SWCCD-Regional Lead Center on an annual basis, along with the submission of the annual proposal, as well as any required updates with the signed Agreement.

VI. ADMINISTRATIVE PROVISIONS

A. Audit Requirement

Per section 200.501 Audit Requirements of 2 CFR 200 (referenced in the Program Authority section), if the Subawardee expends \$750,000 or more during the entity's fiscal year in Federal awards, the Subawardee agrees to undergo a single audit and maintain detailed records to facilitate audits. Subawardee agrees to provide the SWCCD-Regional Lead Center with a copy of the audit report, annually, when it becomes available.

B. Record-Keeping and Record Retention

Record-Keeping

Subawardee agrees to maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial and/or programmatic audit or examination of this project. This includes maintaining separate accounts for each program function and supporting records for all income and expenditures, including documentary evidence for each account. At a minimum, the records that must be kept for the project include:

1. Copies of receipts, invoices, contracts, leases and other supporting documentation for all expenses paid with subaward funds;
2. Copies of checks, receipts, letters of donation and other supporting documentation for all matching (including in-kind) contributions related to this Agreement;
3. Time and attendance records which follow the rules set forth in 2 CFR 200.430 in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
4. An inventory of equipment and/or electronic supplies purchased wholly, or in part, with subaward funds;
5. Project general and or subaccount ledgers and annual audit reports;
6. Program records and files as noted in Attachment A.

Record Retention

SBDC Center records may be kept in hard copy or electronic format. Subawardee agrees to retain all records and ledgers for a minimum of three (3) years after the final financial report is submitted to the Regional Lead Center. If any litigation, negotiation, audit or other legal action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all other issues which arise from it, or until the end of the regular 3-year period, whichever is greater.

C. Access to Records

Access to records shall be provided to the SWCCD-Regional Lead Center and also to the federal and state awarding agencies, the Comptroller General of the United States, or any of their authorized representatives. The rights of access will not be limited to the required retention period, but shall last as long as the records are retained (2 CFR 200.336). Subawardee agrees to an annual review by the SWCCD-Regional Lead Center on the Subawardee's premises. The Subawardee agrees to grant the right of access to any documents, papers, or other records of the Subawardee which are pertinent to the subaward, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subawardee's personnel for the purpose of interview and discussion related to such documents. Records include all items noted in Section B., as well as any other information relevant to this Agreement.

D. Indemnification

Each party to this agreement shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

E. Disputes

The rights and obligations of the parties to this Agreement shall be subject to, and governed by the laws of the State of California.

F. Assignment of Subaward

This Agreement may not be assigned in whole or in part to any other recipient as a second tier Subaward without the written prior approval of the Regional Director and the Authorized Organizational Representative for SWCCD.

G. Suspension of Agreement

Continued funding for the SBDC Center will depend upon the Subawardee's satisfactory performance under this Agreement and the availability of funds for the statewide SBDC program. Accordingly, SWCCD may, with reasonable notice, suspend this Agreement and withhold payments for the period of suspension. All notices of suspension given under this Agreement by the SWCCD will be in writing and sent electronically or by U.S. Mail.

H. Termination of Agreement

This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice. SWCCD's liability will be limited to the actual costs incurred in carrying out the project as of the date of termination, plus any termination expenses approved by the Regional Director. Subawardee agrees, no later than thirty (30) days after said termination, to deliver to the SWCCD-Regional Lead Center copies of all of its reports, documentation, data, equipment, and resource materials of every kind that pertain to this Agreement. All notices of termination given under this Agreement by either contracting party will be in writing and sent electronically or by U.S. Mail.

I. Prior Agreements

This written Agreement supersedes all prior Agreements, documents, and representations between the parties, where expressed, implied or oral. This document contains the entire Agreement between the SWCCD-Regional Lead Center and Subawardee, and may not be enlarged, modified or altered, except in writing, signed by the Regional Director and authorized representatives of both parties.

J. District Point of Contact

The DISTRICT point of contact on this grant is: San Diego & Imperial SBDC Lead Center
Marquise Jackson, Regional Director
Southwestern College National City Higher Education Center
880 National City Blvd., National City, CA 91950
Phone: (619) 482-6388
E-Mail: mjackson2@swccd.edu

The signatories are empowered to enter into this Agreement and have read and agreed to all its provisions, including Subawardee's specific performance requirements and any consequences for failing to meet those requirements. Total funds included in this Agreement are as follows:

SDI-SBDC SBA Core Funds	\$20,000
Host/Other Cash Match	N/A
In-Kind Match	N/A
Total Subaward Budget	\$ 20,000

See section V.(A.) regarding release of funds when operating under Continuing Resolution.

**ACKNOWLEDGED AND ACCEPTED
FOR THE DISTRICT**

FOR THE SUBAWARDEE

Rosalinda Hernandez
Director of Procurement, Central Services
& Risk Management
Southwestern Community College District
Date:

Mark Cafferty
CEO
San Diego Regional EDC
Date:

Attachment A
Performance Goals & Operational Requirements
Subawardee agrees to the following performance goals:

Unique Clients Served	
New Business Starts	
Capital Infusion	
Consulted Clients	
Training Attendees	
Jobs Created	
Jobs Retained	

The SDI-SBDC is able to accept SBA funding in part because of match funding provided by the State of California Governor’s Office of Business and Economic Development (Go-Biz.) SBA and Go-Biz goals, collectively the SDI-SBDC Network goals, are used to measure the success of the SDI-SBDC program. The SBDC Center agrees to contribute to the achievement of the SDI-SBDC Network goals.

Subawardee agrees to the following operational requirements:

1. Ensure the SBDC Center and special program facilities are in compliance with all Federal laws. This includes maintaining nondiscriminatory policies and providing handicap-accessible facilities that are easily identifiable with adequate signage.
2. Operate the SBDC Center on a forty (40) hour week basis or during normal host business hours and utilize a telephone-answering device and/or other technological means to explain business hours and holiday time-off.
3. Employ a Center Director, approved by the Regional Director. The Center Director will attend San Diego & Imperial SBDC meetings as required by the Center Director and have management responsibility for satellite offices.
4. Maintain resumes for all current paid staff and volunteer consultants and trainers, and provide a copy for Regional Lead Center file.
5. Maintain proper documentation for salaries charged to Federal awards (including match funding), as noted in 2 CFR 200.430 of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
6. Ensure that all primary business advisors are onboarded and trained utilizing the San Diego & Imperial SBDC Network’s onboarding process. All business advisors must be compensated

commensurate with their level of expertise for the market wherein they serve. The Regional Lead Center may provide market standards upon request.

7. Maintain confidentiality standards and procedures regarding client information. All SBDC Center staff must complete annually the SDI-SBDC Conflict of Interest.
8. Utilize local resources to provide a comprehensive library of relevant business information, including books, publications and SBA pamphlets.
9. Utilize the SBDC logo and the logos of the SBDC's federal stakeholders (SBA) on all stationery, including print collateral pieces, eMarketing communications, and training materials. Comply with the San Diego & Imperial Branding Manual.
10. Acknowledge the support of the SDI-SBDC and SBA on all announcements and promotional materials when it is the sponsor or co-sponsor of program activities as required.
11. Adopt Regional Lead Center recommended best practices, new programs and tool rollouts as directed for client and/or internal use.
12. Engage in Economic Inclusion conversations and implement next steps identified for the SBDC to be an inclusive organization, both internal and external to the organization.
13. Participate in regional level strategic planning activities and lead regional strategic plan in alignment with regional strategic priorities.
14. Comply with the San Diego & Imperial SBDC Operations Manual.
15. All consultants must have clients sign a 641 and must comply with the program record keeping policy in the San Diego & Imperial SBDC Operations Manual.

Attachment B
2020 SBDC Center Approved Program Budget

Attachment C – 2021 SBDC Service Contract Calendar

02/01/2021 – State (SB TAEP and CIP) First Quarter performance and financial reports
04/10/2021 – Federal First Quarter financial reports
05/01/2021 – State Second Quarter performance and financial reports
07/10/2021 – Federal Semi-annual performance and financial reports
08/01/2021 – State Third Quarter performance and financial reports
10/10/2021 – Federal Third Quarter financial reports
11/01/2021 – State closeout performance and financial reports
01/20/2022 – Federal Fourth Quarter performance financial reports - preliminary
02/28/2022 – Federal closeout for financial reports