



U.S. Small Business
Administration

Program Year 2023
SBA Award Program Terms and Conditions
Small Business Development Center Program

1. Program Term – Acceptance of the Terms of an Award, Order of Precedence

By drawing or otherwise obtaining funds from the Small Business Administration (SBA or Agency) under this Award, the Non-Federal Entity (NFE) acknowledges its acceptance of the terms and conditions of this Award, both Standard and Program and is obligated to perform in accordance with the requirements of the Award. These Program Terms and Conditions supplement the Standard Terms and Conditions which apply to all SBA awards of financial assistance and establish the specific requirements and policies that apply to Small Business Development Center Program. In the event of any conflict between the two sets of terms and conditions, the Standard Terms will govern in cases of Agencywide or governmentwide requirements or policies and the Program Terms will control matters of programmatic requirements or policies.

The Funding Opportunity No. SB-OEDSB-23-001 and SB-OEDSB-23-002 is associated with this Award.

2. Program Term – Points of Contact

a. Grants Management Officer (GMO)

The contact information for the GMO is located in the Notice of Award cover pages specific to the NFE.

b. Grants Management Specialist (GMS)

The contact information for the GMS is located in the Notice of Award cover pages specific to the NFE.

c. Grant Officer's Technical Representative (GOTR)

The contact information for the GOTR, also known as the OSBDC Program Manager is in the Notice of Award cover pages specific to the NFE.

d. District Office Project Officer (PO)

The contact information for the PO is located in the Notice of Award cover pages specific to the NFE.

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

Name: Rachel Karton
Address: U.S. Small Business Administration
Office Small Business Develop Centers
409 Third Street, SW, 6th Floor
Washington, DC 20416
Telephone Number: (202) 619-1816
E-mail Address: rachel.newman-karton@sba.gov

f. Authorized Organizational Representative (AOR) of the NFE

The contact information for the AOR is located in the Notice of Award cover pages specific to the NFE.

3. Program Term – Project and Budget Periods

The period of performance for this Award will consist of a base period of 24 months. (Note: Budgets are submitted for a 12-month period and performance goals are based on a 12-month fiscal year. The performance period dates are:

PY: October 01, 2023 through September 30, 2024

4. Program Term – Special Terms or Corrective Action Required

SBA reserves the right to include additional Special Terms and Conditions unique to the individual NFE. These Terms and Conditions are included in the SF-1222 cover sheet. This may include corrective actions, if required.

5. Program Term – Project Performance

As the NFE selected to receive this Award, You are responsible for conducting this project. You may not act as a pass-through or fiscal agent channeling award funds to other parties. You may contract with other parties for the performance of project support functions or services. You also may not contract out the overall administration or day-to-day management of this project to any other party.

6. Program Term – Subawards

In accordance with 2 C.F.R. § 2701.92 and § 2701.93, funds provided under this Award may not be used to make subawards to third parties. For the purpose of this Award third party does not include SBDC Service Centers.

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

Your subaward policy must also identify: (i) the criteria You will use to determine subawardee eligibility; (ii) the term of the subawards; (iii) the minimum and maximum dollar amount of the subawards; (iv) the purpose of the subawards; and (v) how You will monitor/oversee the performance of the subawards. Your subaward policy must further include a statement that subawards will be extended on a non-discriminatory basis.

You acknowledge that Your subaward agreements will require subawardees to abide by all terms and conditions, both Standard and Program, imposed under this Award. Furthermore, You must include a discussion of Your subawarding activities in all performance reports you submit in accordance with Program Term 11. This discussion must list each subaward made during the relevant reporting period and identify the dollar amount of the subaward, the business to which it was made, and the type of activities or costs funded.

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

7. Program Term – Allowable Costs

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

- Transactions with suspended or debarred entities;
- New construction of facilities or acquisition of real estate; however, project funds may be used to pay for minor renovations of an existing facility with prior approval of the AA/SBDC on a case-by-case basis;
- Litigation, whether civil, criminal, or administrative;
- Providing matching contribution to any other Federal awards;
- Meals, lodging, per diem, or other subsistence expenses associated with local travel, unless approved by the GOTR (Program Manager). However, project funds may be used to pay transportation expenses for local travel.

Pre-award Costs

- Pre-award costs are not allowed under this award for continuing applicants.
- For new applicants, permission to incur Pre-award costs must be requested and approval to incur these costs is not guaranteed.

8. Program Term – Reporting Requirements

You must submit the reports in accordance with the schedule listed below. Reports must be submitted by email and in MS Word, PDF, or MS Excel format. Reports must be received no later than 30 days after the conclusion of the applicable reporting period. The final report, which must both cover that reporting period and also address the entire budget and project year, must be received no later than 120 days after the conclusion of the budget and project year. If You fail to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected.

If funds are not fully spent at the end of the initial 12-month period and You wish to continue using the funds for program activity, then reporting becomes quarterly. Quarterly reporting is required until the funds are exhausted or program activity ceases under this Award. Once You notify SBA that You have completed program activity for this Award, the final report is due 120 days thereafter.

NOTE: The only exception is the final cumulative Program Income report which must be submitted within 120 days after the end of the 12-month period of the first year of the award.

All reports are to be submitted to the following SBA personnel:

- GOTR (SBDC Program Manager)
- Grants Management Specialist (SBDC GMS)
- SBA District Office SBDC Project Officer
- SBDCPayments@sba.gov

All reports described in Program Term 9 and Program Term 10 must be submitted in one transaction. Incomplete report submissions will not be accepted. One individual from Your organization must be responsible for submitting all reports jointly. Your reports may not be submitted in fragments from various individuals or offices. A pattern of incomplete or delinquent submissions may result in a delayed reimbursement.

The reporting periods for this Award are as follows:

- Semi-Annual: January – June (6 months) | Due Date: 30 days
- Annual/Final: January – December (12 months) | Due Date: Annual/30 days, Final/120 days
- Quarterly/Final: January – March | Due Date: Quarterly/30 days (Q5), Final/120 days (Q6)
- Quarterly/Final: April – June | Quarterly/30 days, Final/120 days (Q7)
- Quarter/: July – September (12 months) | Due Date: 120 days (Q8)
- Final: October – December | (12 months) | Due Date: 120 days

9. Program Term – Performance Reports

In accordance with the schedule listed in Program Term 8, You must submit Your performance reports with a cover page that includes the following information:

- Program Name
- Award Number

- NFE Name and Address
- State Director Name and Contact Information (Telephone and Email)
- Project Period
- Reporting Period
- Date of Report

You must attach Your narrative performance report that details the following:

- a. All project accomplishments or deliverables for the reporting period, including a comparison between Your actual accomplishments predicted in Your accepted proposal. Where You failed to achieve the required or predicted accomplishments or deliverables, You must explain the reason(s) for that shortfall and describe how You will bring project performance back into compliance with Your accepted proposal;
- b. Any lessons learned, best practices identified, notable success stories, and problems encountered, and steps taken to address those problems;
- c. Activities should be reported in the sequence categories 0100 through 2300. Other pertinent information, including economic impact data (e.g., jobs created, tax dollars generated); and customer satisfaction rating.
- d. Changes in key personnel and Service Centers that occurred during the performance period;
- e. Subaward activities as detailed in Program Term 6 (where applicable); and
- f. A summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis.

10. Program Term – Financial Reports

You must attach a certification to each annual and final financial report that contains the following statement:

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

This certification statement must be signed by an official who is authorized to legally bind Your organization.

Your Semi-annual, Annual and Final Financial reports consist of the following:

- Standard Form (SF-425) Federal Financial Report
- Spreadsheet in support of the SF-425
- Budget to Actual Comparison Report
- Schedule of Indirect Costs
- SBA Form 2113* and supporting worksheet

*This form is submitted with the “Annual” or “Final” report for Year 1 only.

11. Program Term – Additional Data Submission Requirements

You must submit the following report:

Client Service Data (EDMIS-Next Generation)

You must collect and maintain records of counseling and training activities. You must use the SBA Form 641 (or its equivalent) for counseling activities and the SBA Form 888 (or its equivalent) for training activities. In order to count training clients for the Unique Clients Served goal, you must submit 641 like data for training clients. You are not required to use the SBA Form 641. You are required to submit the client service information into SBA’s Entrepreneurial Development Management Information System-Next Generation (EDMIS-NG). You may submit the information by directly entering data into EDMIS-NG or uploading batch files to the system. All fields must be completed when data is available, including but not limited to capital infusion data, number of employees, and other economic impact data. You are also required to complete the Economic Impact report in EDMIS-NG. If you do not currently collect economic impact data on a client-by-client basis you may use general client survey data to complete the separate Economic Impact Report.

Client service information must be submitted to EDMIS-NG no later than 30 days after the close of each quarter.

12. Program Term – Project and Program Integrity

If Your organization is a Religious Organization, the following additional restrictions apply:

- a. You may only conduct explicitly religious activities outside of the programs directly funded by the federal government, and at a separate time and location;
- b. You may not use any direct Federal financial assistance to support or engage in any explicitly religious activities; and
- c. You may not discriminate against beneficiaries or prospective beneficiaries of this program on the basis of religion or religious belief.

For guidance regarding Religious Organizations and Federal financial assistance, see Executive Orders 13279, 13559, and 13831 and the Attorney General’s memorandum regarding “Federal Law Protections for Religious Liberty” (Oct. 6, 2017).

13. Program Term – Project Closeout

If You have not received a follow-on award, You must include a list of all equipment purchased with Project Funds along with Your final performance and financial reports. That list must describe each piece of equipment and identify its purchase price, the percentage of that purchase price paid with Project Funds, and its current, depreciated value. You must also ask the GOTR how to dispose of that equipment. For further guidance regarding the disposition of equipment purchased with Project Funds, see 2 C.F.R. § 200.313(e).

Where SBA has designated another organization as Your successor for purposes of this program, You must turn over all equipment, materials (including top-level domains and web content), intellectual property, and unexpended supplies purchased with Project Funds, as well as copies of all project records (including client files), to Your designated successor in accordance with the procedures and timeline provided by SBA. You must make a good faith effort to facilitate the smooth transition of the project to Your designated successor. See also 2 CFR § 200.448.

14. Program Term – Applicable Law and Policy Requirements

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

- a. 15 USC § 648 (SB Act, SBDC Program);
- b. 13 CFR Part 130 (Small Business Development Centers);
- c. 5 U.S.C. App. 1 (Inspector General Act of 1978);
- d. 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act);
- e. 15 U.S.C. § 631 et seq. (Small Business Act);
- f. 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
- g. 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations);
- h. 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014);
- i. 31 U.S.C. § 6305 Using Cooperative Agreements
- j. 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
- k. 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government);
- l. 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
- m. 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
- n. 49 U.S.C. App. 1517 (Fly America Act);
- o. 2 C.F.R. Parts 180 and 2700 (Non-procurement Debarment and Suspension);
- p. 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
- q. 13 C.F.R. Part 146 (Restrictions on Lobbying);
- r. 15 C.F.R. Parts 730-774 (Export Restrictions);
- s. 22 C.F.R. Parts 120-130 (International Traffic in Arms);
- t. 31 C.F.R. Parts 500-598 (Foreign Assets Control);
- u. 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);

- v. Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- w. Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving); and
- x. Executive Order 13788 (Buy American and Hire American).

15. Program Term – Dispute Resolution

If a dispute arising from an SBA decision regarding a financial matter or the suspension, termination, or non-renewal of Your Award occurs between You and SBA, You may appeal the matter to SBA's Grant Appeals Committee. To be considered timely, Your appeal petition must be received by the Committee within 30 calendar days of the date of the decision giving rise to the dispute. Your appeal petition must be mailed to the following:

Chairman, Grant Appeals Committee
U.S. Small Business Administration
Office of Grants Management
5th Floor, 409 3rd Street, SW
Washington, DC 20416

You must also send copies of Your appeal petition to the GMO and GOTR.

There is no prescribed format for the submission of an appeal petition. Formal briefs and other technical forms of pleading are not required, nor are You required to obtain legal representation. However, Your appeal petition must be in writing and must be concise, factual, and logically arranged. In addition, Your appeal petition must contain the following:

- a. Your organization's name and address;
- b. Identification of the relevant SBA program office and the Award number;
- c. A statement of the facts underlying the dispute and the basis for the appeal (i.e., a specific explanation as to why You believe SBA's decision was incorrect);
- d. Copies of any documents or other evidence supporting your position in the dispute;
- e. A request for the specific relief desired on appeal (e.g., reinstatement to the program, allowance of the claimed cost, etc.); and
- f. A statement as to whether an oral hearing is being requested, and if so, the reasons why such a hearing is necessary.

The Committee will first rule on a request for an oral hearing before proceeding to consider the merits of an appeal petition. Within 60 calendar days of receiving Your appeal petition, the Committee will present its decision in writing to You, the GMO, and the GOTR. The Committee's ruling will represent the final Agency decision on the subject of the dispute and will not be further appealable within SBA.

16. Program Term – Matching Contributions

For each SF-270 (Request for Advance or Reimbursement) You submit, You must indicate the amount of match (i.e., the “Non-Federal Share”) expended (for reimbursements)., For the annual SF-270 (Request for Advance or Reimbursement), if the amount of match You list on Your SF-270 does not meet the required 1:1 level of match for Federal expenditures, You must attach an explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will come into compliance with the match requirement.

If You are Undermatched at the end of a Period of Performance, You will be required to remit to SBA all Federal funds You received but were unable to match. Furthermore, if You fail to meet Your match requirement, SBA may withhold payment, decline to exercise option periods, or take such other enforcement action.

For each reimbursement request, You must attach a certification to each SF-270 that contains the following statement:

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

This certification statement must be signed by an official who is authorized to legally bind Your organization.

17. Program Term – Program Income

Program Income generated under this Award must be added to the Project Funds and used to further eligible project or program objectives. In addition, on SBA Form 2113-Program Income and worksheet you submit, you must note all Program Income earned and expended during the program year.

18. Program Term – Funds Management and Payment

To receive payment, You must provide SBA with Your bank routing number and account information and submit a signed SF 270 (Request for Advance or Reimbursement) signed by the authorized representative of the NFE organization to grantsolutions.gov. Any failure by You to properly complete and submit the required forms will cause substantial delay in processing Your payment request.

19. Program Term – Actions Requiring Prior Approval

You must submit requests for prior approval to the GOTR 30 calendar days prior to the date of the proposed action unless otherwise specified in the Program Notice of Funding Opportunity, Agency Terms and Conditions, or Program Terms and Conditions. See 2 C.F.R. § 200.308; 2 C.F.R. 200 Subpart E; for further guidance regarding prior approval requirements see SBA Standard Term 8.

20. Program Term – Project Website

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities. The project website must make reasonable accommodations for access by persons with disabilities and must feature the SBA logo and acknowledgement of support clause in a prominent location. In addition, project websites are subject to the prior approval requirements and the project closeout requirements.

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

21. Program Term – Termination/Suspension/Enforcement

If you materially fail to comply with the terms and conditions of this Notice of Award, or with any requirement imposed by statute, regulation, executive order, or other source of law or policy, SBA will take whatever enforcement measures it deems appropriate to remedy that non-compliance. For further guidance regarding the enforcement measures that apply to this Award, see 13 C.F.R. § 130.630. SBA may also institute suspension or debarment proceedings against your organization as it deems necessary.

22. Program Term – Selection of State Director

Prerequisite to filling the SBDC State/Regional Director position, the NFE must follow the process outlined below:

1. You must submit recruitment and selection plans for the SBDC State/Regional Director position to the SBA District Director (or Lead District Director when there is more than one District Office) and to the GOTR for approval of the plans' adequacy. The SBA District Director and GOTR must notify the NFE of the plans' acceptance or rejection within eight (8) business days of receipt.

- a. The recruitment plan should include provisions for a nationwide search and should not include provisions which unduly restrict or limit the eligible candidate pool.

- b. You should, to the extent practicable, include an SBDC State or Regional Director from an accredited SBDC network in the hiring process.

c. SBA employees are prohibited from participating in the hiring process, for example, joining interview panels or search committees, other than defined here in these terms and conditions.

d. Recruitment plans for filling the vacancy in excess of 120 days beyond the previous Director's departure date must have prior approval of the AA/SBDC.

2. The non-federal entity (NFE) will follow its hiring procedures to determine the best final candidate and must subsequently obtain the concurrence of the AA/SBDC prior to making an offer of employment. Upon selection of a final candidate for the position:

a. You must provide to the AA/SBDC and to the SBA District Director the resume and qualifications of the finalist.

b. The SBA District Director may provide feedback to the AA/SBDC regarding the selected finalist. The SBA District Director will not provide feedback to the NFE.

c. Within ten business days from the date of notification, the AA/SBDC will provide the NFE with their concurrence or denial of the selected finalist.

d. You may not hire the SBDC State/Region Director without the concurrence of the AA/SBDC. Failure to comply with this section may be considered cause for termination from the Program.

23. Program Term – Refunds of Award Expenses

If you receive a refund of FICA/FUTA taxes or other project costs previously paid under this Award, you must immediately report such refund to SBA, regardless of whether the Project Period has ended. The amount of the refund must be remitted to SBA if the cost was paid with Federal funds. If the refunded cost was paid using matching contributions, you must either use the refund to support activities consistent with the objectives of this Award or remit it to SBA if failing to do so would result in the project being under matched.”

When submitting refunds to SBA:

- Make check payable to the U.S. Small Business Administration,
- Include a cover memo that explains the reason for the refund, and reference the appropriate Award number the funds are associated with, and
- Send the check by priority mail, FEDEX, or a similar carrier to:

Alanna Falcone
U.S. Small Business Administration
OSBDC – 6th Floor
409 Third Street, S.W.
Washington, DC 20416

23. Program Term – Definitions

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

Follow-on award – subsequent renewal (continuation) award.

Local Travel – local travel is any travel conducted entirely within a 50-mile radius of your organization's address of record