
REVISED NOTICE OF AWARD

25. GRANTS MANAGEMENT OFFICER

Name:
Address: U.S. Small Business Administration
409 3rd Street, SW, Suite 5000
Washington, DC 20416

Telephone Number:
Facsimile Number:
E-Mail Address:

26. RECIPIENT'S PRIME-04-1 PROJECT DIRECTOR

Name:
Address:

Telephone Number:
Facsimile Number:
E-Mail Address:

27. SBA GRANTS' OFFICER TECHNICAL REPRESENTATIVE:

Name:
Address: U.S. Small Business Administration
Office of Financial Assistance
409 Third Street, SW, 8th Floor
Washington, DC 20416

Telephone Number:
Facsimile Number:
E-Mail Address:

28. This Notice of Award (also referred to as Grant Award or Grant Agreement) is issued pursuant to 15 U.S.C. Subsection 6901 note and your Application for Federal Assistance dated 6/20/2008.

REVISED NOTICE OF AWARD

29. THIS GRANT AWARD IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE TO THE FOLLOWING:

- A. Program legislation and regulations cited in block 1.
- B. This Grant Award notice including terms and conditions, if any, noted in block 13, Remarks.
- C. The accepted proposal, [with any changes imposed in writing herein by the Agency](#), and subsequent annual plans.
- D. OMB Circulars or Federal Regulations checked in block 14, in effect as of the beginning date of the budget period and as amended during the budget period of this Grant Agreement.
- E. The Program Announcement.
- F. SBA policy guidelines.

In the event there are conflicting or otherwise inconsistent policies applicable to this Grant Award, the above order of precedence shall prevail. Acceptance of all terms and conditions is acknowledged by the Recipient's signature in block 23.

30. REQUIRED SUBMISSIONS/CONDITIONS

1. The Recipient agrees to submit to the Grants Management Officer, within fifteen (15) days of the issue date of this Notice of Award, a revised detailed Technical Proposal outlining how the technical assistance and training to prospective borrowers will be accomplished. The Technical Proposal must include how the success of the technical assistance and training will be measured. Give milestones and/or schedules for the technical assistance and training to be performed. In addition, a revised 424 Federal Assistance Application and Budget Narrative must be submitted outlining the Federal and non-Federal spending.
2. The Recipient must submit to the Grants Management Officer, within fifteen (15) days of the issue date of this Notice of Award, its organizational chart, list of board of directors and a copy of the organization's non-profit tax exempt status 501(c)(3).
3. The Recipient must submit to the Grants Management Officer, within fifteen (15) days of the issue date of this Notice of Award, resumes for all key personnel listed in the 424 Federal Assistance Application and the bio of duties each Key Personnel shall perform under the grant award.

REVISED NOTICE OF AWARD

4. The Recipient agrees to submit to the Grants Management Officer, within thirty (30) days of the issue date of this Notice of Award, a list of contractors to be used in the performance of this grant award.
5. The Recipient must submit to the Grants Management Officer, within fifteen (15) days of the issue date of this Notice of Award, the name, title, qualifications/experience of the individual assigned to certify (ex: a written statement from a certified public accountant) the organization has an established organizational internal financial management system that meets the standards prescribed in **2 CFR Subsection 215.21 through .28**. (CERTIFICATION MUST BE SUBMITTED ANNUALLY).
6. The Recipient must submit to the Grants Management Officer along with the countersigned copy of this award the most recent copy of the organization audit report.
7. The Recipient agrees that it will not use any of the funds provided under this Award for expenses associated with the conduct of any other award(s). Funds provided under this Award and the Recipient's other award(s) must be tracked and accounted for separately and cannot be commingled.

I. PRIME GRANT PROGRAM PROVISIONS FOR TECHNICAL ASSISTANCE AND TRAINING TO DISADVANTAGED MICROENTREPRENEURS (PRIME 04-1)

A. Project Description

As a Recipient of a PRIME 04-1 grant, to provide training and technical assistance services to disadvantaged entrepreneurs.

B. Relevant Definitions as found in the PRIME Act and program regulations:

- **Disadvantaged Microentrepreneur** means a microentrepreneur that is a low-income person; or a very low-income person; or an entrepreneur that lacks adequate access to capital or other resources essential for business success or is economically disadvantaged, as determined by the Administrator.
- **Microentrepreneur** means the owner or developer of a microenterprise.
- **Microenterprise** means a sole proprietorship, partnership, or corporation that has fewer than 5 employees and generally lacks access to conventional loans, equity, or other banking services.

REVISED NOTICE OF AWARD

- **Low income person** means a person having an income, adjusted for family size, of not more than:
 - for metropolitan areas, the greater of 80 percent of the median income; and
 - for non-metropolitan areas, the greater of 80 percent of the area median income or 80 percent of the statewide non-metropolitan area median income.
- **Very low income person** means a person having an income, adjusted for family size, of not more than 150 percent of the poverty line (as defined in section 673(2) of the Community Services Block Grant Act (42 U.S.C 9902(2)), including any revision required by that section.
- **Training and technical assistance** means services and support provided to disadvantaged entrepreneurs such as assistance for the purpose of enhancing business planning, marketing, management, financial management skills, and assistance for the purpose of accessing financial services.”

C. Match Requirements

The Recipient must provide a non-Federal match of not less than 50% of each federal dollar awarded under the PRIME Program. Matching funds may come from fees, non-Federal Grants', gifts, funds from loan sources, and in-kind resources.

D. Project/Budget Periods

1. The Grant Award has a budget and project period of twelve (12) months with additional option year funding available at the discretion of the SBA. After the initial grant, funding for the option year, if permitted, will be no more than 67% of the initial grant amount.
2. As a part of the annual budget submission, the Recipient agrees to submit to the SBA GOTR an annual plan detailing the projected use of technical assistance funding. The Recipient also agrees to submit, with its quarterly financial and performance reports, a satisfactory summary of activity as it relates to the initial proposal and the annual plan.
3. Each option year will constitute a separate budget period. The project recipient's satisfactory performance will be one of the key factors in determining the award of an option year. Failure to secure the required annual non-Federal contribution during any project year may jeopardize continued option year funding.

REVISED NOTICE OF AWARD

E. Legal Services

No costs associated (either directly or indirectly) with civil, criminal, or administrative litigation are allowable under this award. Although Award funds may be used to pay the cost of providing non-litigation legal counseling services to either the Recipient or project beneficiaries (where contemplated under the Technical Proposal), all parties receiving such services must agree in advance in writing to waive any claims of privilege over such services with regard to SBA to the extent necessary for the Agency to perform its monitoring and oversight functions. A copy of the waiver form that will be used by the Recipient in connection with such services must be submitted to SBA for approval prior to use.

II. FISCAL AND GRANT ADMINISTRATION PROVISIONS

- A.** All costs identified in the approved budget are subject to change if no previously established indirect cost rate has been submitted. Where no definitive indirect rate has been established within the last year by a cognizant Federal agency, SBA will perform an audit, if the Grants Management Officer deems it appropriate, within 60-90 days after award of this agreement to determine an acceptable indirect cost rate.
- B.** All costs approved in this budget must meet the tests of necessity, reasonableness, allowability, and allocability in accordance with cost principles applicable to this Grant Award. All costs charged to this project are subject to audit. Recipients are responsible to insure proper management and financial accountability of Federal funds to preclude future cost disallowances.
- C. Payment**
1. Upon receipt of the signed Grant Award from the Recipient's authorized representative by the Division of Procurement, Grants Management (DPGM), funds will be available for disbursement. Payments under this Grant Award will be made by [advance](#) or reimbursement as outlined in **2 CFR Subsection 215.22**. The Recipient must submit an original and one (1) copy of [its request for payment](#) to the Grants' Officer Technical Representative:

U.S. Small Business Administration
Office of Financial Assistance - **PRIME 04-1**
409 Third Street, SW, 8th Floor
Washington, DC 20416
Attention: Janet Blackwell-Robinson
Grants" Officer Technical Representative (GOTR)

REVISED NOTICE OF AWARD

The GOTR must review the forms and make a recommendation for payment to the Grants Management Officer.

2. Requests for Advances

- a. Requests for advances of Federal funds must be approved by the Grants Management Officer and must be submitted in accordance with the advance payment procedures (Attachment A to the Grant Agreement).
- b. To request payment of an advance, the Recipient must complete a Standard Form 270 (SF-270) "Request for Advance or Reimbursement". The SF-270 must also be accompanied by the Detailed Expenditures Worksheet reflecting estimated costs. The request must also include the Standard Form 269 "Financial Status Report" and Standard Form 272 "Federal Cash Transaction Report." The Recipient must also justify why an advance is necessary and detail how advance funds will be expended over the specified period covered by the request.
- c. Advances are limited to the minimum amounts needed and must be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of the grant. Advances of Federal funds should be promptly refunded to
the Small Business Administration, Grants Management Officer, if funds will not be disbursed within 30 calendar days. Advances of Federal funds shall be deposited and maintained in insured and interest-bearing accounts. Recipients are encouraged to use banks that are at least 50% owned by women or minorities.
- d. Requests for advances will only be paid during the first, second, and third quarters of a project year.

3. Requests for Reimbursement

- a. To request payment of a reimbursement, the Recipient must complete a SF-270 and attach to the SF-270 a Detailed Expenditures Worksheet reflecting actual costs.
- b. Expenditures made during the fourth quarter will be paid by reimbursement only.

REVISED NOTICE OF AWARD

4. Federal funds should be drawn down only as required to meet estimated or actual disbursements. Recipients must make every effort to avoid accumulating Federal cash balances that earn interest. The holding of Federal cash in excess of current disbursement needs is contrary to the objectives of the Federal Financial System. See 2 CFR Subsection 215 regarding interest earned on Federal advances.
5. [Grantees are expected to manage their budgeted funds in accordance with this advance and reimbursement calendar. Problems or questions relating to payment under this Grant Agreement should be directed promptly to the Grants Management](#)

D. Carryover of Funds Policy

1. The Recipient may request to carryover any remaining, unobligated project funds from the current budget period to the immediately following budget period. A carryover request must be made no later than 60 days from the end of the current budget/project period. Failure to make a timely carryover will result in the loss of any remaining project funds.

The carryover request must be sent to your GOTR for review and recommendation to the Grants Management Officer.

2. A carryover request must consist of the following: (i) a revised SF-424a and an A9-A11 Budget Detail Worksheet reflecting the increase in funds for the new project period due to the carryover and the breakdown of how those additional funds will be used; (ii) a narrative statement explaining why the Recipient was unable to expend the funds during the designated budget period; and (iii) evidence that the Recipient will provide the required amount of match for the carried over funds in the new budget period. **NOTE:** The match requirement for carryover funds can be met by using overmatch from the new budget period, an increase in match pledged by the Recipient, or a combination of both.
3. Funds carried over from one project period must be spent within the first three (3) months of the current subsequent project period and may not be carried over again. Any funds not spent within the approved three (3) month period will be deobligated immediately.
4. The Recipient must track and account for expenditures of carryover funds separately from non-carryover funds. All financial reports and pay requests involving carryover funds must reference the original Federal Requisition Number for those funds and not the Federal Requisition Number for the new budget period. Additionally, carryover funds are

REVISED NOTICE OF AWARD

subject to the same terms and conditions under this award as are non-carryover funds.

E. Extension of Time

In the final year of a project, a Recipient may apply to extend the expiration date of a grant if additional time beyond the established expiration date is required to assure adequate completion of the original scope of work within the funds already made available. For this purpose, the Recipient may make an extension request for a one-time, no cost extension, not to exceed 12 months, prior to the established expiration date. Written notification of such an extension, with the supporting reasons, must be received by the SBA Grants Management Officer at least 60 days prior to the expiration of the award. SBA reserves the right to disapprove the extension if the requirements set forth in 2 CFR Subsection 215.25(e) (2) are not met or if the extension is not in the best interest of SBA.

F. Prior Approval

1. Certain activities require prior approval. The Recipient must refer to 2 CFR Subsection 215.25(c) for a list of the actions that require prior approval by SBA.
2. Requests for prior approval must be submitted to the GOTR 30 days prior to the proposed action.
3. Note especially that prior approval is required for the following:
 - a. Changes in the scope or objective of the project or program;
 - b. Changes in key persons specified in the application or Grant Award document. SBA reserves the right to approve or disapprove the employment of key professional-level employees of the Recipient in the management operations of this project. The Recipient must submit position descriptions and resumes to the GOTR for consent prior to the employment of the candidate, if such information was not included in the application for assistance upon which this Award is made. Resumes must contain sufficient detail to reveal the experience, education, of the candidate as well as information on how the candidate will meet other general and special qualifications of the position. Recipient must also revise their current A-10 Worksheet to include the new hire's full name, position title and all other information requested by columns 1-4 of the A-10 worksheet.
 - c. Issuance of contracts to perform work covered by this Grant Award;

REVISED NOTICE OF AWARD

- d. SBA must approve equipment purchases over \$5,000. Refer to **2 CFR Subsection 225, Attachment B paragraph 19; 2 CFR Subsection 215.34; 2 CFR Subsection 220.16; and 2 CFR Subsection 230, Attachment B, paragraph 15**. Items of equipment with an acquisition cost of less than \$5,000 are considered and identified as supplies rather than equipment.
- e. Recipient agrees that grant funds will be used for only the approved cost categories shown on the attached approved budget. Recipient may make budget changes within the approved cost categories not to exceed 10% of the award amount. Any changes in excess of 10% or outside of an approved cost category must be requested by the Recipient and approved by SBA prior to incurring costs.

G. Disposition of Program Income

1. The Recipient should refer to 2 CFR Subsection 215.24. Program Income must be added to the funds committed to the project by the Federal awarding agency and Recipient. Program income may be used to further eligible project or program objectives or used to finance the non-Federal share of the project or program. Program income includes but is not limited to income from service fees, sale of commodities, and usage or rental fees. Program income does not include interest earned on advances.
2. Program Income shall be reported on the Standard Form 269, Financial Status Report.

H. Contracting

1. The Recipient may contract out for certain functions, as permitted by the terms of this Grant Award. The Recipient will not expend more than 50 percent of the total project funds on contractors and consultants in conducting the project. The Recipient shall comply with all applicable procurement laws and regulatory requirements in performing this award.
2. The Recipient agrees to furnish the Grants Management Officer, with copies of contracts, rental agreements, leases, and pay plans agreed upon between the Recipient and other parties involving the performance of this Project. The Recipient should refer to **2 CFR 215 Subsection .25(c)(8), .43, and .44**.

REVISED NOTICE OF AWARD

3. Contract Reports: Copies of all reports, required to be furnished by contractors acquired through the use of Federal assistance funds, shall be furnished to the Division of Procurement, Grants Management (DPGM), Grants Branch. This includes consultant reports paid for from such funds.
4. All contracts, awarded by the Recipient including small purchases, shall contain provisions set forth in **2 CFR Subsection 215.40-.48**. Recipient will maintain a system for contract administration and management that ensures that the contractors perform in accordance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow-up of all purchases. The Recipient shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract. Recipient agrees to utilize minority firms and enterprises in contracts under grant awards.
5. No funds provided under this award may be used to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, janitors, etc.) where such individuals or the firms which employ them are currently under suspension or debarment by a Federal agency. The Recipient is responsible for verifying that all employees, consultants, and contractors paid with award funds are not suspended or debarred.

I. SubGrants

1. The Recipient may provide subgrants' to qualified small microenterprise development organizations, if SBA has granted prior written approval for the subgrant. The Recipient must identify the subgrantee and describe in detail what the subgrantee(s) will do to help the Recipient implement its proposal. [Subgrantees must be non-profit organizations that fit the definition of a Microenterprise Development Organization.](#) An applicant must submit information to SBA demonstrating that, through the subgrantee(s), the Recipient's program will:
 - (a) provide expanded services to the community;
 - (b) provide a method by which one or more previously unserved communities will gain access to the program; or
 - (c) provide other specific benefits to the clients, such as specialized training, expanded schedules of operation, or other benefits.

REVISED NOTICE OF AWARD

2. The Recipient may not use more than 7.5% of the assistance received under its PRIME grant for administrative expenses in connection with the making of subgrants.
3. The Recipient will not issue any subgrants until it has established a fair and equitable system or plan for reviewing subgrant applications. Such a system must utilize objective scoring criteria or similar mechanisms to avoid arbitrary and capricious actions. The Recipient must also avoid actual or apparent conflicts of interest in administering its subgrant program.
4. The total amount of monies subgranted by the Recipient must not exceed 50% of the total amount of the PRIME grant. [The PRIME grant includes all Federal funds as well as any required match.](#)

J. Equipment

1. The Recipient agrees to adhere to the property management standards for equipment acquired with Federal funds and agrees to maintain accurate equipment records. Refer to **2 CFR Subsection 215.34**.
2. Title to equipment acquired under this grant will vest upon acquisition in the Recipient. The Recipient agrees that use and disposition of such equipment will be in accordance with **2 CFR Subsection 215.34**.
3. The Recipient agrees to maintain adequate equipment records for equipment acquired in whole or in part with Federal funds. These records must include an inventory of equipment, which shall include a description of the equipment, equipment identification number, acquisition date and cost, location and condition of equipment and the unit acquisition cost. A copy of the equipment inventory must be forwarded to the Grants Management Officer.

K. Travel

[Reimbursement of travel expenses will be made based upon incurred cost. All travel must be conducted in accordance with 2 C.F.R. Appendix A, Part 220.53; 2 C.F.R. Appendix B, Part 225.43; or 2 C.F.R. Appendix B, Part 230.51. Upon request, the Recipient must provide SBA with copies of airline tickets, hotel bills, receipts, or other documentation verifying the claimed travel expenses.](#) Additionally, award funds are not available for the payment of per diem, lodging, meals, or other subsistence expenses associated with local travel. However, Award funds may be used to pay transportation expenses for local travel. For purposes of this Award, local travel is defined as being any

REVISED NOTICE OF AWARD

travel that is performed within a 50-mile radius of a Recipient organization's address of record.

L. Record-Keeping Requirements

1. The Recipient agrees to maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits. The Recipient must furnish such records for audit review to SBA upon request.
2. The Recipient agrees to maintain time and attendance records on employees whose salaries are charged, in full or in part, to this Grant Award in sufficient detail to create a clear audit trail and to substantiate the percentage of effort expended in support of project objectives.
3. At the request of the Grants Management Officer or auditor, the Recipient must produce documentation that shows the expenses incurred. Documentation may include but is not limited to annual audited financial statements, receipts, timecards, airline tickets, training rosters and the like.
4. Copies of all contracts and reports furnished by contractors and consultants shall be provided to SBA officials.
5. The Recipient agrees to maintain an inventory of equipment purchased with award funds, which shall include a description of the equipment, the equipment identification number, acquisition date and cost, location and condition of the equipment, and the unit's acquisition cost.

M. Reporting Requirements

1. The Recipient must submit Financial & Performance Reports to:

U.S. Small Business Administration
Office of Financial Assistance
Microenterprise Development Branch - **PRIME 04-1**
409 Third Street, SW, 8th Floor
Washington, DC 20416
Attention:
Grants" Officer Technical Representative (GOTR)

The Recipient must submit a copy of the Financial & Performance Reports to:

U.S. Small Business Administration
Division of Procurement, Grants Management (DPGM)

REVISED NOTICE OF AWARD

Grants Branch
409 Third Street, SW, Suite 5000
Washington, DC 20416
Attention:
Grants Management Officer

2. Financial Reports

a. The Recipient must submit an original and one copy of: 1) the Standard Form 272, Federal Cash Transaction Report; and 2) the Standard Form 269, Financial Status Report.

b. Reports for the first three-quarters of each budget period shall be due no later than 15 days after the end of each quarter. Quarters for this grant agreement are as follows:

October 1 - December 31

January 1 - March 31

April 1 - June 30

July 1 - September 30

For purposes of this Grant Agreement, a Recipient's first quarter will begin on the quarterly start date (above) immediately following the start date for the Project Period (as noted in Block 14 of the SF-30).

c. A final/4th quarter report is due within 90 days of the end of each 12-month budget period. The final report must include a cumulative cost breakdown, by line item, of actual financial expenditures of cost incurred. The Recipient must include an explanation of cost overruns, if any, by line item. Refer to Standard Form 269, block 12, "Remarks". Also, a cumulative Detailed Expenditures Worksheet reflecting actual costs must be attached to the final financial status report.

d. Recipient must submit two copies of its audited annual financial statements, if available, or annual financial statements prepared by a licensed, independent accountant, within 120 days of the end of the Recipient's fiscal year period. Any extension beyond this date must be requested in writing to the Technical Representative with significant justification.

e. SBA may withhold payment of advances or reimbursements if reports are not timely received or are regarded as inadequate.

REVISED NOTICE OF AWARD

3. Performance Reports

- a. Performance reports shall be due with the Financial Reports in accordance with the quarterly calendar.
- b. Reports shall consist of a brief presentation of the technical assistance activity performed during the quarter and shall utilize the following format:
 - (i) A comparison of actual accomplishments to the estimated milestones established in the proposal and/or subsequent grant agreement for the reporting period.
 - (ii) A discussion of accomplished milestones and reasons for slippage in those cases where milestones are not met. Where milestones were not met, a plan of action must be provided to overcome these slippages or a detailed statement of how the program will better serve disadvantaged entrepreneurs if the milestones are revised.
 - (iii) Information relating to actual financial expenditures of budget object cost categories (versus the estimated budget object cost categories in the approved budget award). Also, include an explanation of cost overruns, if any, by budget object cost category. Financial data furnished in this report is from a Manager's Standpoint and is in addition to that furnished in the Financial Reports cited above.
 - (iv) Evidence that at least 50% of funding expended during the reporting period was expended for the benefit of very low income clients.
 - (v) Problems encountered, steps for correcting problems, and recommendations.
 - (vi) other pertinent information, including significant accomplishments or met milestones of special significance.
- c. Reports shall also include Client Progress Reports. SBA is interested in the actual outcome of technical assistance provided to disadvantaged entrepreneurs. As such, Recipient will be required to compile, maintain, and submit data as part of its quarterly performance reports. This report includes information regarding each client as follows:

REVISED NOTICE OF AWARD

(i) At Intake:

- Income level (low-income, very low-income, other)
- Geographic location (Address, Urban, Suburban, Rural)
- Goal of training (business start, business enhancement, professional improvement, self-improvement, other)
- Business status (is it a start-up or existing business)
- Financing goal (if any)

Intake reports should be compiled and maintained by the MDO within seven business days of initial intake under this grant.

(i) At Client Follow-up:

- Income level
- Geographic location
- Training status in terms of intake goals
- Business status
- Financing status in terms of intake goals

Follow up data should be collected on all clients meeting the Six, Twelve, and Eighteen-month receipt of technical assistance. Follow-up reports should be submitted with quarterly performance reports.

- d. Grant performance will be measured against the referenced proposal during the first year of the grant and against an annual plan during any subsequent year of funding.

N. Use of SBA Logo and Acknowledgement of Support

SBA is committed to working closely with its resource partners to provide quality, customer-centric products and services that support the evolving needs of small business. Under the PRIME program (as established by the Small Business Act), SBA provides funding and other support to grant recipients for the provision of training and capacity building services to microenterprise development organizations and the provision of technical assistance to economically disadvantaged entrepreneurs. SBA provides significant Federal

REVISED NOTICE OF AWARD

funding to the PRIME program on an annual basis, and each PRIME recipient operates under the program's regulations and 15 U.S.C. § 6901 note. Accordingly, all PRIME recipients are required to appropriately acknowledge SBA's support.

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

Under this Agreement, the Recipient must feature the SBA logo and/or official acknowledgement of support on all materials produced (either in whole or in part) using project funds (i.e., Federal funds, matching funds, and/or program income). This requirement does not apply to materials that are not produced using project funds. For purposes of this section, the term "materials" includes items such as press releases, brochures, reports, advertisements, training booklets, websites, signage, etc. The term "materials" does not include items such as stationery or business cards. The SBA logo appears below:



The Recipient is encouraged to display signage featuring the SBA logo at all facilities open to the public. Where used, the SBA logo may be positioned in close proximity to the Recipient's own logo or may be placed in a prominent location elsewhere in the material. Additionally, whenever the Recipient elects to use the SBA logo (regardless of the format or medium employed), the following statement **must** appear immediately below or adjacent to that logo:

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

This acknowledgement of support must appear verbatim and **may not** be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, the Recipient may substitute "SBA" for "U.S. Small Business Administration" in the acknowledgement of support. The acknowledgement of support must be presented in a legible typeface, font size, and (where applicable) color contrast.

REVISED NOTICE OF AWARD

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

Furthermore, where the Recipient produces materials which feature editorial content, it must use the following alternate disclaimer/acknowledgement of support (either independently or in conjunction with the SBA logo):

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

O. Publication Requirements

1. SBA will have an unlimited license to use data and written materials generated under this Grant Agreement, whether or not the materials are copyrighted.
2. Websites
 - a. The Recipient must submit any website information to the SBA GOTR for review and approval.
 - b. The Recipient agrees to limit its acceptance of advertising, cross selling, and promotions to advertisers approved in advance by the SBA GOTR. The Recipient agrees not to accept advertising, cross-selling or promotions from any advertiser promoting, offering or selling alcoholic beverages, tobacco products, sexual products (including dating services and pornographic materials); illegal or controlled substances or materials; gambling and gaming devices, products or services; and any other products, services, or materials inimical to the mission of this grant.
 - c. The Recipient agrees that before developing any new website content, including but not limited to distance training or e-commerce materials or courses, that it will cooperate with SBA and not duplicate any existing website content, distance training or e-commerce materials currently available to SBA or in development by SBA.

REVISED NOTICE OF AWARD

3. In accordance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act of 1990, all notices, promotional items, brochures, publications, and media announcements informing the public of events such as programs, meetings, seminars, conferences and workshops sponsored or co-sponsored by SBA must include the following accessibility/accommodation notice:

Reasonable arrangements for persons with disabilities will be made, if requested at least two weeks in advance. Contact [name, address, and phone number of person who will make the arrangements].

4. At the request of the GOTR, the Recipient must submit draft brochures, fliers, annual reports, and other publications and website information for review and approval prior to publication and distribution.

P. Surveys

Any surveys or information collections to be conducted by the Recipient as a requirement of the grant project are subject to the requirements of the Paperwork Reduction Act, as amended. The SBA agrees that before the Recipient is required to conduct any survey or information collection that the SBA will complete the necessary requirements under the Paperwork Reduction Act. Surveys conducted by the Recipient independent of SBA are not subject to the Paperwork Reduction Act.

Q. Cost Principles and Other Restrictions

1. The Recipient agrees to comply with applicable **2 CFR Subsection 220 (“Cost Principles for Education Institutions”)** or **2 CFR Subsection 230 (“Cost Principles for Non-profit Organizations”)** requirements.
2. The Recipient is responsible for ensuring the proper management and financial accountability of Federal funds to preclude cost disallowances.
3. The Recipient agrees that award funds will be used solely to obtain goods and/or services related to the accomplishment of this project.
4. Consistent with or in addition to any requirements in applicable Code of Federal Regulations (**2 CFR Subsection 215 or 2 CFR Subsection 230**), the Recipient agrees that no award funds will be used:
 - a. to create or supplement a reserve or contingency fund or account;

REVISED NOTICE OF AWARD

- b. for the cost of promotional items and memorabilia including models, gifts, prizes and souvenirs;
 - c. for costs of entertainment, including amusement, diversion and social activities, and any other costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation and gratuities);
 - d. for contributions and donations (including cash, property and services) or similar gratuitous transfers of funds or goods of property purchased with award funds by Recipient to others;
 - e. for the purpose of fund-raising; or
 - f. for lobbying as set forth in applicable OMB Circulars.
5. The Recipient agrees that it will not use award funds in such a way as to duplicate any existing SBA or SBA-funded efforts, or the efforts of other Federal agencies.
6. Notwithstanding any other provision of this Award, the Recipient shall not transfer, pledge, mortgage or otherwise assign this Award or any interest therein or any claim arising thereunder.
- R.** 37 C.F.R. Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants', Contracts, and Cooperative Agreements) is incorporated by reference into the provisions of this award and made a part thereof.
- S. Disputes**
- 1. All communications relating to disputes under this Grant Agreement must be in writing and transmitted to SBA's Division of Procurement, Grants Management (DPGM) with a copy of such transmittal provided simultaneously to the Technical Representative.
 - 2. Disputes Resolution Procedures:
 - a. A Recipient, wishing to resolve a dispute concerning one or more elements of its Grant Agreement, must submit a written statement describing the subject of the dispute, together with any relevant documents or other evidence bearing on the dispute, to the appropriate Grants Management Officer. A copy of the statement and related documents and evidence must be submitted to the GOTR. The Grants Management Officer shall transmit a written decision to the Recipient within thirty (30) calendar days of

REVISED NOTICE OF AWARD

receipt of the Recipient's written statement. The Grants Management Officer will send a copy of the decision to the Technical Representative.

- b. If the Recipient receives an unfavorable decision regarding the dispute it may make a final appeal to the SBA Grant Appeals Committee. The appeal must be received within thirty (30) calendar days from the date of the Grants Management Officer's letter. The appeal should be mailed to the Chairman, SBA Grant Appeals Committee, 8th Floor, 409 3rd Street, SW, Washington, DC 20416. A copy of the appeal must also be sent to the Grants Management Officer.
- c. A final appeal to the Grants' Appeal Committee must be in writing. While there is no prescribed form of submission of an appeal, appeals should be concise and logically arranged. Formal briefs and other technical forms of pleading are not required. Requests for a hearing before the Committee will not be granted unless there are material facts substantially in dispute. Appeals are required to contain the following:
 - (i) name and address of Recipient appealing dispute determination;
 - (ii) identity of the SBA office/program and Grant Award number;
 - (iii) a copy of the grant agreement, including modifications;
 - (iv) a statement of the grounds for appeal, with reasons why the appeal should be sustained;
 - (v) any documents or other evidence in support of the appeal not previously furnished to the Grants Management Officer;
 - (vi) the specific relief desired on appeal; and
 - (vii) if a hearing is requested, a statement of the material facts which are substantially in dispute.
- d. The appeal will be presented to the Committee for discussion and decision as to whether a request for hearing should be granted. Any decision requires the supporting vote of two members of the Committee. The Chairman, with advice from the Office of

REVISED NOTICE OF AWARD

General Counsel (OGC), will prepare a written final decision to be transmitted to the appellant with a copy to the Division of Procurement, Grants Management (DPGM).

- e. Expedited Dispute Appeal Process: When a dispute which may affect refunding arises within 120 days of the end of the budget period, the Recipient or the Technical Representative may submit a written request to use an expedited appeal process. The Committee, in consultation with OPGM and by an affirmative vote by a majority of its total membership, may expedite the appeals process to attain final resolution of a Dispute before the issuance date of a new Grant Agreement.

T. Termination and Enforcement

The Recipient should refer to 2 CFR Subsection 215.61 and .62. The Agency will not suspend or terminate this Grant Award without the consent of the Recipient unless the Agency provides the Recipient with written notification setting forth the reasons for such termination or suspension and allows the Recipient an opportunity to respond.

If Recipient materially fails to comply with the terms and conditions of the award, SBA will take appropriate action to remedy the non-compliance. SBA may temporarily withhold payment, pending corrective action by the Recipient or suspend or terminate the award. Where justified, SBA may also institute debarment proceedings.

U. Governmentwide Debarment and Suspension (Nonprocurement)

The Recipient should refer to 2 CFR Part 2700; CFR 215.61 - 2.15.62 ; 13 CFR Part 143.43 or 13 CFR Subsection 145.100 - 145.1020. These are the regulations for the governmentwide system of debarment and suspension for SBA nonprocurement activities. It also provides for reciprocal exclusion of persons who have been excluded under the Federal Acquisition Regulation, and provides for consolidated listing of all persons who are excluded, or disqualified by statute, executive order, or other legal authority which is hereby incorporated.

V. Audit Procedures

1. Recipient should refer to OMB Circular A-133, "Audits of States, Local Government and Other Non-Profit Organizations."
2. Under the Inspector General Act of 1978, as amended, (5 U.S.C. App. I, Section 1 et seq.), an audit of an Award may be conducted at any time.

REVISED NOTICE OF AWARD

The Office of Inspector General usually will make the arrangements to audit a Grant Award whether the audit is performed by the Inspector General personnel, an independent accountant under contract with SBA or any other Federal, State, or Local audit entity.

An audit of this Grant Award may result in the disallowance of costs incurred by the Recipient and the establishment of a debt due to the Government. For this reason, Recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed and the Recipient has the opportunity to comment.

W. Trafficking In Persons**1. Provisions applicable to a recipient that is a private entity.**

- a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either--
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to

REVISED NOTICE OF AWARD

Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2700.

2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2700.

3. Provisions applicable to any recipient.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. Our right to terminate unilaterally that is described in paragraph 1.b or 2. of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of paragraph 1.a of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

REVISED NOTICE OF AWARD

- a. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (b) A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

X. Application of Federal Law

Except for circumstances in which Federal law defers to state or local law – including, but not limited to, situations involving zoning, building and business permits, and recording requirements – this Award will be governed by and construed under Federal law.

Y. Compliance with Other Legal Requirements

REVISED NOTICE OF AWARD

In addition to those laws, regulations and executive orders set forth or referenced in OMB Standard Form 424B (the signed copy of which is referenced and incorporated herein) the Recipient agrees to comply with the following:

1. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
2. The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901);
3. The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.)
4. The Drug-Free Workplace Act of 1988, (Public Law 100-690, Title V, Subtitle D and 15 C.F.R. Part 26); and
5. The Architectural Barrier Act of 1968 (42 U.S.C. § 4151 et seq.).
6. 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements) is incorporated by reference into the provisions of this Award and made a part thereof.

Z. Refunds of FICA/FUTA Taxes

Refunds of FICA/FUTA taxes received by the Recipient during or after the period of this Award must be refunded or credited to the Government where the benefits were financed by Award funds. The Recipient agrees to contact SBA immediately upon the receipt of any such refunds.

III. ANTI-LOBBYING CERTIFICATION

Pursuant to Public Law 101-121, the Recipient is restricted from using appropriated funds for the purpose of lobbying. Disclosure of lobbying activities and certification regarding lobbying are to be provided by Recipients in receipt of awards exceeding \$100,000 on Standard Form LLL (attached). Reports of lobbying activities are due at the end of each quarter in which an event requiring disclosure occurs. Forward completed forms to the Grants Management Officer.

By signing this Notice of Award, the Recipient is providing the certification set out below:

Certification for Contracts, Grants', Loans and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the

REVISED NOTICE OF AWARD

undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Recipient shall require that the language of this certification be included in the documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under Grants', loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

An Indian tribe or organization that is seeking an exemption from Certification and Disclosure requirements must provide SBA with an Attorney's opinion citing the provision or provisions of "other Federal law" upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of Section 319 of Public Law Number 101-121.

REVISED NOTICE OF AWARD

Advance Payment Approval Procedures

	GRANTEE	PRIME OFFICE	OPGM
FIRST QUARTER (9/30 – 12/31)	Submits a SF-270, in the form of an advance not to exceed 25% of the Federal award. Attached to the SF-270 must be a Detailed Expenditures Worksheet reflecting " Estimated " costs for the advance. The Financial Status Report (SF-269) and the Federal Cash Transaction Report (SF-272) and Progress Report are due by Jan 15 th .	Reviews payment documents. Forwards the recommendation for approval memorandum along with the payment request to the Grants Management Officer/OPGM.	Processes the advance payment request.
SECOND QUARTER (1/1 – 3/31)	Submits a SF-270, in the form of an advance not to exceed 25% of the Federal award. Attached to the SF-270 must be a Detailed Expenditures Worksheet reflecting " Estimated " costs for the advance. Included with the request must be a Detailed Expenditures Worksheet reflecting " Actual " costs for the previous advance. The Financial Status Report (SF-269) and the Federal Cash Transaction Report (SF-272) and Progress Report are due by April 15 th .	<p>Conducts a review of the actual figures for the previous request. Reviews monitoring and oversight documentation to ascertain the grantees level of performance. Reviews the actual report submission (i.e., Detail Expenditures Worksheet) to determine if the grantee is meeting the match requirement. The PRIME Office takes the above information into account and certifies the request for payment</p> <p>If the grantee can not show the match, the PRIME Office must obtain documentation from the grantee that forecasts how the match will be met in the future and submit to the GMO with recommendation.</p> <p>Forwards the recommendation for approval memorandum along with the payment request to the GMO/OPGM.</p>	<p>Reviews the request and the actual expenditure report for the previous request to make certain that the costs are allowable. Processes advance payment request.</p> <p>OPGM will not stop the payment process as long as the grantee provides required documentation to verify its ability to meet the match requirement.</p>
THIRD QUARTER (4/1 – 6/30)	Submits a SF-270, in the form of an advance not to exceed 25% of the Federal award. Attached to the SF-270 must be a Detailed Expenditures Worksheet reflecting " Estimated " costs for the advance. Included with the request must be a Detailed Expenditures Worksheet reflecting " Actual " costs for the previous advance. The Financial Status Report (SF-269) and the Federal Cash Transaction Report (SF-272) and Progress Report are due by July 15 th .	<p>The same criteria will be used for processing the advance that was used during the second quarter review.</p> <p>The PRIME Office should be able to detect payment problems at this stage of the process and may need to request further documentation from the grantee and or suggest that they return to the reimbursement process.</p>	The same criteria will be used for processing the advance that was used during the second quarter review. Process advance payment request.

REVISED NOTICE OF AWARD

<p><u>FOURTH QUARTER</u> (7/1 - 9/29)</p>	<p>Submits final request for reimbursement, only. The final Financial Status Report (SF-269) and the final Federal Cash Transaction Report (SF-272) and Progress Report are due by December 31st.</p>	<p>The PRIME Office reviews the reimbursement request, support documentation, applied match and progress of award.</p> <p>Forwards the recommendation for approval memorandum along with the payment request to the GMO/OPGM.</p> <p>Recommends the final request as reimbursement, only. Final request will be approved after the budget period expires and full match has been applied to the project.</p>	<p>Conducts a review of the request for reimbursement, supporting documentation, etc.</p> <p>Processes the pay request accordingly.</p> <p><u>Authorizes final payment under reimbursement requests, only.</u></p>
--	--	---	---

Requirements in accordance to 2 CFR Part 215

- 2 CFR Part 215.22: Grantees may be paid in advance, provided they maintain or demonstrate the willingness to maintain:
 - (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the grantee; and
 - (2) financial management system that meets the standards for funds control and accountability as established in CFR Part 215.21.
- *Cash advances to a recipient organization shall be limited to the minimum amounts needed and be timed to be in accordance with the actual immediate cash requirements of the recipient organization in carrying out the purpose of the project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct project costs and the proportionate share of any allowable indirect costs.

Additional Requirements

- DPGM maintains the authority to adjust pay requests or instruct the recipient to return to the reimbursement method of receiving payments.
- DPGM will review the statement of program income received by the Recipient to see if it is in accordance with the mission of the program.