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## Terms and Conditions - FAST

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### A. Project and Budget Periods

The period of performance for this Award will consist of a base period of 12 months:

- September 30, 2018 to September 29, 2019.

### B. Governing Authority/Order of Precedence

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

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Program Announcement No. FAST-2018-R-0012A and any subsequently issued SBA policy guidance.
3. Those terms and conditions set forth below.
4. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

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

## II. SPECIAL TERMS AND CONDITIONS

### A. Corrective Action Required

NONE

### B. Grant Recipient Responsibilities

You, the Recipient, acknowledge You will:

- Comply with the requirements and authorities set forth in Parts I(B) above and III(A)(17) below.
- Conduct the project funded under this Award in accordance with Your approved Technical Proposal, goals, milestone chart, FAST metrics, and budget.

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Changes to these guiding documents must be submitted to SBA for pre-approval in accordance with Part III(A)(13) below.

- Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your AOR or other designated representatives, must be reported promptly to SBA.
- Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.
- Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.
- Promote SBA programs, products, and services to clients, as appropriate.
- Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- Provide at least 35 hours per week of availability to assist clients, including sufficient evening and weekend availability and on-line and telephone assistance, to meet the needs of Your service area and clientele. Although You may maintain multiple service locations, no more than two locations may count toward meeting the weekly service hours requirement.
- Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.
- Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- Submit and update information to USASpending.gov and other Federal databases, as required.

### **C. SBA Responsibilities**

As the awarding agency, SBA will, subject to the availability of funds and continuing authority:

- Provide strategic direction for, and oversight of, project activities.
- Carry out the duties and responsibilities imposed on it by the statutes and regulations governing this program.
- Respond to requests for guidance or information related to the FAST program.

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- Respond to requests for Agency participation and collaboration in project activities, as appropriate.
- Promote the project by referring interested parties to You for assistance and displaying Your printed materials.
- Facilitate cooperation and coordination between You, other SBA resource partners, and other Federal agencies.
- Share any relevant data SBA is authorized to disclose which may aid in Your performance of this project.
- Review and act upon requests for modifications to Your technical proposal, budget, Key Personnel, project/budget period, and other project parameters.
- Review and act upon Your reports and payment requests.
- Where authorized by law, share SBA resources and/or donated materials.

### III. GENERAL TERMS AND CONDITIONS

#### A. Administrative Requirements

This Award is subject to the requirements listed below. For further guidance regarding the administrative requirements applicable to this Award see 2 C.F.R. Part 200.

##### 1. **Non-Transferability**

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security. For further guidance regarding the prior approval process, see Part III(A)(13) below.

##### 2. **Subgranting/Subcontracting**

In making subgrants, You will adhere to the subgranting procedures stipulated in its approved application. You may not contract out the overall administration or day-to-day management of this project to any other party.

You may follow Your own procurement policies and procedures when contracting with Project Funds, but You must comply with the requirements of 2 C.F.R. §§ 200.317-200.326. Additionally, when using Project Funds to procure supplies and/or equipment, You are encouraged to purchase American-manufactured goods to the maximum extent practicable. American-manufactured goods are those products for which the cost of their component parts that were mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all their components. For further guidance

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regarding what constitutes an American-manufactured good (also known as a domestic end product), see 48 C.F.R. Part 25.

The following additional rules apply to contracts involving \$3500 or less than in Project Funds (or \$10,000 or less in the case of Awards to Institutions of Higher Education):

- You do not need to submit copies of the proposed contracts to the GOTR for approval before executing them.
- The contracts are not required to be awarded via competition if Your organization considers their prices to be reasonable.

Also in the case of Awards to Institutions of Higher Education, You may utilize a micropurchase threshold in excess of \$10,000 if You can demonstrate that You have obtained approval for this exception from Your cognizant Federal agency for indirect cost rates.

The following additional rules apply to contracts involving between \$3501 (or \$10,001 in the case of Awards to Institutions of Higher Education) and \$150,000 in Project Funds:

- You do not need to submit copies of the proposed contracts to the GOTR for approval before executing them.
- You must obtain price quotes (either orally or in writing) from at least three qualified sources and inform SBA of these quotes in the corresponding payment requests/financial reports.
- If You do not choose to go with the lowest price quote, you must explain why.

The following additional rules apply to contracts involving more than \$150,000 in Project Funds:

- You must submit copies of the proposed contracts to the GOTR for approval before executing the contract.
- The contracts must be awarded via competition. Non-competitive contracting at this level is only allowed if You can demonstrate to SBA's satisfaction either: (i) there is only one possible source for a particular good or service or (ii) there is an emergency involving the risk of imminent damage to property or injury to people.

### 3. Record-Keeping

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You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records You must maintain on this project include:

- The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313.
- Your ledgers and annual A-133 Audit Report. If You are not subject to the requirements of the Single Audit Act, You must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B and Part III(A)(18) below.

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

#### **4. Protection of Client Information**

Except where a Client consents in writing, You are not permitted to disclose any Client Information to a third party (or share such information with other units of Your organization not directly involved in the conduct of this project) without SBA approval. For further guidance regarding the prior approval process, see Part III(A)(13) below.

#### **5. Restrictions on Certain Types of Clients**

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

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

For guidance regarding the provision of subgrants or counseling services to individuals and firms that are currently suspended or debarred by the Federal government, see Part III(B)(2) below.

### 6. Reporting Requirements

You must submit the reports identified in Parts III(A)(7) and (8) below to the GOTR on a quarterly basis. The required reporting forms may be obtained at [www.grants.gov/web/grants/forms.html](http://www.grants.gov/web/grants/forms.html) and [www.sbir.gov/about-fast](http://www.sbir.gov/about-fast). Reports must be submitted to the GOTR in electronic format via email attachment. Quarterly reports must be received by the GOTR no later than 30 days after the conclusion of the applicable reporting period. The final Quarterly report must be received by the GOTR no later than 90 days after the conclusion of the budget year. If You fail to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected.

The quarterly reporting periods for this Award are as follows:

- Q1: September 30, 2018 – December 31, 2018
- Q2: January 1, 2019 – March 31, 2019
- Q3: April 1, 2019 – June 30, 2019
- Q4: July 1, 2019 – September 29, 2019

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### 7. Performance Reports

In accordance with the schedule listed in Part III(A)(6) above, You must submit Your Performance Progress Reports using either Standard Form PPR (SF PPR) or your own custom-designed format that includes all the same information required by the SF PPR. You must attach a narrative statement to Your SF PPR that details:

- All project accomplishments for the reporting period, including a comparison between actual accomplishments and those predicted in the project milestones chart You presented in Your Technical Proposal. Where You failed to achieve the predicted accomplishments, You must explain the reason(s) for that shortfall and describe how You will bring project performance back into alignment with the milestones.
- Any lessons learned, best practices identified, notable success stories, and problems encountered and steps taken to address those problems.
- All data available that is applicable for the FAST metrics template, including names of companies who submitted proposals and/or won awards.

### 8. Financial Reports

In accordance with the schedule listed in Part III(A)(6) above, You must submit Your Federal Financial Reports using Standard Form 425 (SF 425). You must also provide detailed information regarding Your actual expenditures broken down by the same cost category line items identified in Your approved budget. SBA recommends use of the SF 424 A-11 Detailed Expenditures Worksheet for this purpose, but You may present the detailed cost data using Your own format provided that format addresses all the required categories of information. You must include a narrative explanation each time Your actual expenditures exceed the amount You budgeted for a given cost category. For further guidance on varying from budgeted cost category amounts, see Part III(B)(4) below.

You must report the amount of Program Income and matching contributions expended during the reporting period under the "Recipient Share" block on Your SF 425, as applicable. If You did not expend the required level of match for that reporting period, You must include a narrative 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. For further guidance regarding matching contributions, see Part III(B)(6) below.

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Additionally, 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).”

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

### **9. Additional Data Submission Requirements**

In addition to the quarterly reports discussed in Parts III(A)(7) and (8) above, You must also annually submit a copy of Your most recent audited financial statement. The GOTR must receive Your audited financial statement no later than 120 days after the conclusion of Your organization’s fiscal year.

### **10. Project and Program Integrity**

You must avoid engaging in any actions that may harm the integrity of this project or the FAST Program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, You must immediately remove them from involvement in this project.

You and Your employees must avoid both organizational and individual conflicts of interest in accordance with the principles identified in 2 C.F.R. § 2701.112.

You, Your principals, employees, and agents are obligated to report all instances of fraud, waste, or abuse related to this project or to the FAST Program to the Point of Contact designated in Part I(A)(3) above. If, in Your view, that individual does not satisfactorily address Your allegations of fraud, waste or abuse, You should report the matter to SBA’s Office of Inspector General via the online complaint submission system at [http://web.sba.gov/oigcss/client/dsp\\_welcome.cfm](http://web.sba.gov/oigcss/client/dsp_welcome.cfm) or the Fraud, Waste, and Abuse Hotline at 1-800-767-0385.

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### 11. Exercise of Option Periods

In deciding whether to exercise an option period under this Award SBA will consider, among other things, the continuing FAST Program authority, the availability of funds, and Your record of past performance. SBA will notify You in writing of the Agency's decision to exercise or decline an option period no later than 60 days prior to the end of the current Budget Period. If SBA exercises an option period, You must submit an updated Standard Form 424 – Application for Federal Financial Assistance (SF 424) covering the Budget Period for that option to the GOTR. SBA must receive that updated SF 424 no later than 15 days prior to the end of the current Budget Period.

If You fail to submit Your updated SF 424 before this deadline ends, SBA may reverse its prior decision and decline to exercise the option period. Disputes regarding SBA's decision to exercise or decline an option period will be handled in accordance with Part III(A)(19) below.

### 12. Project Closeout

For general guidance regarding project closeout procedures, see 2 C.F.R. §§ 200.343 – 200.344.

At the end date of this Award (i.e., after the base period concludes and all available option periods have been exercised or declined and any no cost extension has expired, as applicable), this project will cease and You may not incur any new reimbursable expenses. You must submit Your final performance and financial reports and Your final requests for payment within 90 calendar days of the project end date. If You do not submit Your final payment requests within 90 days of the project end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to You. If You have received a follow-on award under the FAST Program, You may request permission from SBA to carryover any unexpended Project Funds remaining under this Award to that follow-on award in accordance with Section III(B)(8) below.

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 should 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 You have unexpended Program Income remaining at the

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end date of this Award, You must either remit that money to SBA or obtain approval from SBA to use it to fund further activities consistent with the objectives of this Award. For further guidance regarding Program Income, see Part III(B)(7) below.

Where SBA has designated another organization as Your successor for purposes of the FAST Program, You must turn over all equipment, materials (including top-level domains and web content), 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.

### **13. Actions Requiring Prior Approval**

Before taking any of the following actions, You must obtain advance approval from SBA:

- Changing the scope of the project (including eliminating previously approved activities, adding new unapproved activities, altering the project service area, or amending the approved project goals/milestones);
- Transferring Project Funds between individual cost categories where the cumulative amount involved equals 10 percent or more of Your total approved budget;
- Changing Your Key Personnel;
- Entering into a contract calling for the expenditure of \$150,000 or more in Project Funds, 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 \$150,000 or more in aggregated Project Funds;
- Purchasing a piece of equipment that has an acquisition cost of \$5000 or more, or disposing of a piece of equipment purchased with Project Funds that has a value of \$5000 or more;
- Making improvements to land, buildings, or equipment, or making project-specific alterations to facilities;
- Establishing or reorganizing a legal entity;
- Incurring costs associated with individuals' attendance at meetings, conferences, symposia, or training programs;
- Making use of SBA's logo;
- Selling or marketing products or services that are necessary for the performance of this project; or

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- Engaging in foreign travel.

You must submit requests for prior approval to the GOTR 30 calendar days prior to the date of the proposed action. For further guidance regarding prior approval requirements, see 2 C.F.R. § 200.407.

### **14. Acknowledgment of SBA Support/Use of SBA's Logo/Publication Requirements**

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

“Funded in part through a Cooperative Agreement with the U.S. Small Business Administration.”

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

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

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

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

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

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banners, You may use “SBA” in the acknowledgment of support statement instead of “U.S. Small Business Administration.”

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

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

### 15. 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 acknowledgment of support clause in a prominent location in accordance with Part III(A)(14) above. In addition, project websites are subject to the project closeout requirements of Part III(A)(12) above.

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 FAST Program, or SBA.

### 16. Co-Sponsored Activities

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Your organization may collaborate with SBA and other current SBA grant recipients for the purpose of co-hosting activities within the scope of this Award without the need for a separate written agreement. SBA's logo may be used in conjunction with such co-hosted activities. However, where a proposed activity includes contributors, co-hosts, or co-sponsors that are not current SBA grant recipients or involves undertakings that are outside the scope of this Award, the parties must work with SBA to execute a separate written co-sponsorship agreement. For further guidance regarding the use of SBA's logo, see Part III(A)(14) above.

### **17. Accessibility of Facilities and Events**

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

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

### **18. Applicable Law**

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:

- 5 U.S.C. App. 1 (Inspector General Act of 1978);
- 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act);
- 15 U.S.C. § 631 et seq. (Small Business Act);
- 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
- 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations);

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- 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
- 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government);
- 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
- 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
- 49 U.S.C. App. 1517 (Fly America Act);
- 2 C.F.R. Parts 180 and 2700 (Nonprocurement Debarment and Suspension);
- 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
- 13 C.F.R. Part 146 (Restrictions on Lobbying);
- 15 C.F.R. Parts 730-774 (Export Restrictions);
- 22 C.F.R. Parts 120-130 (International Traffic in Arms);
- 31 C.F.R. Parts 500-598 (Foreign Assets Control);
- 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency); and
- Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving).

### 19. Dispute Resolution

If a dispute arises between Your organization and SBA regarding one or more elements of this Award, 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 GMO's decision. 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.

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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 the appeal;
- e. A request for the specific relief desired on appeal; 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.

### **20. 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 2 C.F.R. §§ 200.339 – 200.342. SBA may also institute suspension or debarment proceedings against Your organization as it deems necessary.

### **B. Financial Requirements**

This Award is subject to the requirements listed below. For further guidance regarding the cost principles applicable to this award see 2 C.F.R. Part 200, Subpart E.

#### **1. Charging Costs to this Award**

All costs charged to this Award are subject to audit and examination. You are responsible for insuring proper management and accounting of Project funds in order to avoid cost disallowances. All direct costs charged to this Award must

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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, as discussed in Part III(B)(2) below;
- Construction or renovation of facilities or acquisition of real estate;
- Litigation, whether civil, criminal, or administrative;
- Providing matching contributions to any other Federal awards; and
- Meals, lodging, per diem, or other subsistence expenses associated with local travel (however, Project Funds may be used to pay transportation expenses for local travel). Local travel is any travel conducted entirely within a 50-mile radius of Your organization's address of record.

### **2. Transactions with Suspended or Debarred Entities**

You cannot use Project Funds or Project Resources to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such entities are currently suspended or debarred. In addition, You cannot use Project Funds to provide counseling services related to Federal contract, grant, or loan opportunities to individuals or firms that are currently under suspension or debarment by a Federal agency. Training may be provided on these three topics without regard to an individual's suspension or debarment status.

You are responsible for verifying that entities paid or (where applicable) assisted with Project Funds or Project Resources are not suspended or debarred in order to avoid subsequent disallowance of costs under this Award. To determine if an individual or firm is suspended or debarred, You may consult the System for Award Management (<https://www.sam.gov/>). Additionally, in cases involving counseling, You may require clients to certify they are not currently suspended or debarred prior to receiving assistance relating to Federal contract, grant, or loan opportunities. For further guidance regarding suspension and debarment, see 2 C.F.R. Parts 180 and 2700.

### **3. Liability/Indemnification**

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Any liability arising from the conduct of this project, except as it directly relates to SBA employees or facilities, is solely Your responsibility. SBA will not indemnify You or Your employees or officers and, with the exception of insurance, no Project Funds may be used to cover costs related to liabilities arising under this Award. For further guidance regarding insurance costs, see 2 C.F.R. § 200.447.

SBA is not a party to any contracts, subgrants (where permitted), or other agreements between Your organization and third parties. SBA will have no involvement in any disputes arising from such agreements. You are liable to SBA for any amounts paid from Project Funds to third parties which are subsequently determined to have been unallowable or otherwise improper.

**4. Adherence to the Approved Budget**

You must expend Project Funds in accordance with Your approved budget. However, You do have the discretion to transfer Project Funds between individual cost categories provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent of Your total approved budget. Before making any transfers that would cumulatively result in Your exceeding this 10 percent cap, You must obtain approval from SBA. Failure to adhere to the approved budget or obtain the necessary prior approval will result in denial of payment by SBA. For further guidance regarding the prior approval process, see Part III(A)(13) above.

**5. Funds from Multiple SBA Awards**

If Your organization holds any other current financial assistance awards from SBA, You must avoid commingling of funds and overlapping or double-claiming of costs among those awards. You must treat each project as separate and discrete with individual reporting, accounting, and audit trails.

**6. Matching Contributions**

You are required to provide matching support for this Award from non-Federal sources at the rate of 100/75/50 percent – i.e., 1/3/1 non-Federal dollar(s) for each 1/4/2 Federal dollar(s). In addition, regardless of Your standard matching requirement identified above, for each Federal dollar You directly allocate to assisting Clients located in low income areas (as determined by qualified Census tract as that term is defined in 26 U.S.C. § 42(d)(5)(C)(ii)) You are only required to provide matching support from non-Federal sources at the rate of 50 percent – i.e., 1 non-Federal dollar for each 2 Federal dollars.

You may receive contributions of matching support from any non-Federal

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source, such as State, local, or tribal governments, private individuals, corporations, or foundations. In addition, You may provide matching support for this Award by utilizing Your own or Your parent entity's resources, or by devoting Program Income derived from project activities to this Award. Matching contributions may take the form of cash or cash equivalent, or in-kind donations such as free or reduced price goods, services, or facilities.

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) or projected to be expended (for advances). If the amount of match You list on Your SF 270 does not meet the required level of match, 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. For additional guidance regarding the payment process, see Part III(B)(9) below.

If You are chronically or seriously Undermatched, You will not be eligible to receive advance payments for the remainder of the current Budget Period, and possibly for subsequent Budget Periods as well. If You are Undermatched at the end of a Budget Period, 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 as it deems appropriate. For additional guidance regarding enforcement actions under this Award, see Part III(A)(19) above.

You are not required to report Overmatch on Your SF 270 or SF 425. However, if You choose to report Overmatch to SBA, You may use that Overmatch to offset any disallowed payments for the relevant Budget Period. Overmatch may not be carried over to subsequent Budget Periods. It may only be counted for the Budget Period in which it was expended.

For further guidance regarding matching contributions, see 2 C.F.R. § 200.306.

### **7. Disposition of Program Income**

Program Income generated under this Award must added to the Project Funds and used to further eligible project or program objectives and/or applied toward satisfying the match requirement. In addition, on each SF 425 You submit You must note all Program Income earned and expended during that reporting period. For further guidance regarding Program Income, see 2 C.F.R. § 200.307.

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### **8. 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 to avoid being Undermatched.

### **9. Financial Stability**

In order to continue being entrusted with public funds, Your organization must maintain a sufficient level of financial stability. Examples of failure to maintain sufficient financial stability include, but are not limited to, excessive and/or unresolved indebtedness (whether to the Federal government or other parties), repeated failure to make payroll, and/or operating at a deficit for an extended period of time. Your lack of financial stability may lead SBA to suspend, terminate, or decline to renew this and any other Awards You receive from the Agency and may also lead to Your debarment by SBA.

For further guidance regarding enforcement actions SBA may take under this Award, see Part III(A)(20) above. For further guidance regarding debarment, see 2 C.F.R. Parts 180 and 2700.

### **10. Payment**

For general guidance regarding payments under this Award, see 2 C.F.R. § 200.305. You must draw down Federal funds only as needed to meet actual or estimated expenditures for the relevant reporting period. You must avoid accumulating Federal funds in excess of current disbursement needs. You must also provide the required level of matching contributions for all Federal funds drawn down under this Award. For further guidance regarding matching contributions see Part III(B)(7) above.

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To request payment, You must provide SBA with Your bank routing number and account information and submit a signed Standard Form 270 – Request for Advance or Reimbursement (SF 270) and an SF 424 A-11 Detailed Expenditures Worksheet identifying the actual/proposed use for all requested funds to the GOTR, who will review it before forwarding it to the GMO with a recommendation for payment. The GOTR and/or GMO may require You to provide additional information or documentation before payment is made. Any failure by You to properly complete and submit the required forms will cause substantial delay in processing Your payment request.

Additionally, 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).”

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

You are responsible for submitting all payment requests in a timely manner. **SBA will not process any payment request You submit more than 90 calendar days after the conclusion of the relevant Budget Period.** For further guidance regarding project closeout procedures, see Part III(A)(12) above.

For all Federal funds disbursed under this Award, You must retain copies of receipts, invoices, subcontracts, evidence of matching contributions, and similar items providing documentary support in accordance with Part III(A)(3) above. All payments will be made based on Your demonstrated, bona fide disbursement requirements, consistent with the approved budget and project goals/milestones/timeline/metrics.

When requesting payment in advance, You must certify that You have the required level of matching contributions, justify why an advance is necessary, and detail how the advance funds will be expended over the specified period covered by the request. Advances are limited to the minimum amounts needed

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and must be timed to be in accordance with Your actual, immediate disbursement requirements. You must deposit and maintain advances of Federal funds in interest-bearing, FDIC-insured accounts. You are encouraged to use banks that are at least 50 percent owned by women or minorities. If You do not fully expend an advance payment within 30 calendar days of disbursement, You must promptly refund any remaining amount to SBA. For further guidance regarding interest earned on advances of Federal funds, see 2 C.F.R. § 200.305(b)(9).

### **11. Request for Carryover of Funds**

If SBA has notified You in writing that You will receive a follow-on award at the conclusion of this Award, You may request permission to carryover any unexpended funds remaining under this Award to Your follow-on award. SBA reserves the right to offset the amount of the follow-on award by the amount of carryover, as it deems appropriate. Carryover funds may not be commingled with follow-on award funds and must be reported and accounted for separately with their own audit trail. Funds made available under this Award may not be carried over more than once.

You must submit any carryover request to the GOTR in writing at least 60 days prior to the end of the Project Period for this Award. Carryover requests must include the following:

- Revised SF 424;
- Narrative explaining why the funds were not expended during the period in which they were awarded;
- Evidence of match. The match requirement for carryover funds can be met by using new or previously unexpended, unreported match from the current Budget Period, an increase in funds pledged to the follow-on award by the Recipient, or any combination of these. Note: In-Kind services performed during the current Budget Period may not be carried over to a subsequent Budget Period even if they were not previously claimed as match.

### **12. Request for a No-Cost Extension**

You may request that SBA grant a one-time extension of the expiration date of this Award for up to 12 additional months if You can demonstrate more time is necessary for the adequate completion of specific project objectives. A request for an extension must be in writing (with supporting justification) and must be

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received by the GOTR at least 45 calendar days prior to the scheduled expiration of this Award. SBA **will not** approve any extension request that:

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

Because a project may only be extended once, You are encouraged to request a full 12-month extension even if You believe less time is necessary for the completion of this project. For additional guidance regarding extensions, see 2 C.F.R. § 200.308(d)(2).

#### IV. DEFINITIONS

The following definitions apply to this Award. For additional definitions relating to the FAST Program, see the definitions section of the Funding Opportunity No. FAST 2017-R-0012A:

Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.

Client – an entity receiving technical assistance under this Award. A Client may be an existing small business concern or an individual interested in owning and operating a small business concern.

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.

Key Personnel – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, counselors, and instructors, but not support staff.

Overmatch(ed) – a level of matching contributions that exceeds the amount required.

Program Income – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees, sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Does not include interest earned on advances of Federal funds.

Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.

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Project Resources – non-monetary items such as facilities, equipment, supplies, and staff time that are utilized to further project objectives and whose costs are supported (in whole or in part) with Project Funds.

Undermatch(ed) – a level of matching contributions that fails to meet the amount required.

You – the recipient organization for this Award.