



September 23, 2026

The Honorable Ken Weyler, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 14:30-a, VI, authorize the Department of Business and Economic Affairs, Division of Economic Development, Office of International Commerce (OIC), to accept and expend grant funds from the U.S. Small Business Administration's State Trade Expansion Program (Award #SBAOITST260230-01-00) in the amount of \$253,000, effective upon Fiscal Committee and Governor and Executive Council approval through June 30, 2027. **100% Federal Funds.**

Funds are to be budgeted in Fiscal Year 2027 in the following Account:

03-22-22-220510-XXXX0000, Dept. of Business and Economic Affairs, SBA, STEP XIV

Class - Account	Description	FY 27 Requested Budget	Requested Action	Revised FY 27 Adjusted Authorized
000-403944-16	Federal Funds	\$ -	\$ 253,000	\$ 253,000
		\$ -	\$ 253,000	\$ 253,000
040-201587	Indirect Costs	\$ -	\$ 32,747	\$ 32,747
041-500801	Audit Fund Set-Aside	\$ -	\$ 253	\$ 253
080-500710	Out of State Travel	\$ -	\$ 5,000	\$ 5,000
102-500731	Contracts for Program Services	\$ -	\$ 215,000	\$ 215,000
		\$ -	\$ 253,000	\$ 253,000

EXPLANATION

The Department of Business and Economic Affairs (BEA), Division of Economic Development, Office of International Commerce (OIC) requests approval to accept and expend these federal funds to continue supporting New Hampshire small businesses in expanding their international markets and increasing export opportunities. The total federal grant award to BEA is \$253,000 for a one-year grant period ending September 29, 2027.

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The U.S. Small Business Administration's (SBA) State Trade Expansion Program (STEP), established under the Small Business Jobs Act of 2010, provides financial assistance to states to support small businesses in expanding into international markets. STEP funds may be used to assist businesses with export preparation, trade compliance, export financing, and participation in international trade shows and trade missions. The program enables states to develop targeted initiatives focused on international markets and industries with strong export potential.

New Hampshire has successfully competed for STEP funding in each of the previous thirteen funding rounds, making STEP 14 the fourteenth round of funding awarded to the State. In STEP 11, New Hampshire received \$444,366 in federal funding, which supported 51 New Hampshire businesses in pursuing international expansion. Based on participant-reported results, those businesses generated more than \$6.06 million in exports and created or retained 146 jobs.

Through STEP 14, BEA will engage New Hampshire businesses and industry partners in international trade missions and trade shows to maximize the impact of the federal funds. This includes partnering with the New Hampshire Aerospace and Defense Consortium (NHADC) to support participation by New Hampshire companies in the Paris Air Show. OIC and NHADC previously collaborated through STEP 12 to bring six New Hampshire companies to the Farnborough Air Show in July 2026, providing opportunities for international business development, market expansion, and export growth.

To support implementation of the program, BEA plans to contract services to process reimbursements to New Hampshire small businesses for eligible export-related activities and assist with the facilitation of trade missions, trade shows, and training opportunities. BEA will retain responsibility for program oversight, application review, award decisions, grant reporting, and its relationship with the SBA. The contractor will process payments, with BEA's direction, and provide administrative support to streamline the reimbursement process. Contracting these services results in reduced administrative processing time and costs and allows BEA staff to directly focus on recruiting and assisting New Hampshire businesses with export development and access to international markets.

Funds are budgeted as follows:

Class 040 – Indirect Costs – BEA will withdraw funds at the rate of 15% of direct costs, using the *de minimis* available to all grant awardees with negotiated indirect cost rate.

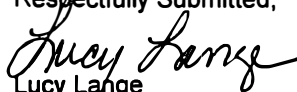
Class 041 – Audit Fund Set-Aside – payment of audit fee set aside associated with federal funding to comply with RSA 124:16 that requires all agencies which receive federal funds to set aside a percentage (0.1%) of the federal revenue amount received to pay for financial and compliance audits.

Class 080 – Out of State Travel Reimbursement – funding for BEA staff to travel to support a New Hampshire presence at trade shows.

Class 102 – Contracts for Program Services – contracts for financial management of direct financial assistance awards to businesses and for organizing and facilitating New Hampshire's participation at trade shows.

In the event that Federal Funds are no longer available, General Funds will not be requested to continue the support of this program.

Respectfully Submitted,


Lucy Lange
Commissioner



Award# SBAOITST260230-01-00

FAIN# SBAOITST260230

Federal Award Date: 09/17/2026

Recipient Information**1. Recipient Name**

BUSINESS AND ECONOMIC AFFAIRS, NEW
HAMPSHIRE DEPARTMENT OF
1 Eagle Sq Ste 100
Economic Development
Concord, NH 03301-4991

2. Congressional District of Recipient**3. Payment System Identifier (ID)****4. Employer Identification Number (EIN)****5. Data Universal Numbering System (DUNS)****6. Recipient's Unique Entity Identifier (UEI)****7. Project Director or Principal Investigator**

Mr. Alan Dillingham
International Trade Officer
alan.j.dillingham@livefree.nh.gov

8. Authorized Official

Ms. Lucy Lange
Lucy.C.Lange@livefree.nh.gov

Federal Agency Information**9. Awarding Agency Contact Information**

Ms. Millicent Meadows
GMS
Millicent.Meadows@sba.gov
860 240 4700

10. Program Official Contact Information**Federal Award Information****11. Award Number**

SBAOITST260230-01-00

12. Unique Federal Award Identification Number (FAIN)

SBAOITST260230

13. Statutory Authority**14. Federal Award Project Title**

NH State Trade Expansion Program, Round 14

15. Assistance Listing Number

59.061

16. Assistance Listing Program Title

STATE TRADE EXPANSION

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information**19. Budget Period Start Date** 09/30/2026 - **End Date** 09/29/2027**20. Total Amount of Federal Funds Obligated by this Action** \$253,000.00

20a. Direct Cost Amount \$304,334.00

20b. Indirect Cost Amount \$33,000.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$0.00

24. Total Approved Cost Sharing or Matching, where applicable \$84,334.00

25. Total Federal and Non-Federal Approved this Budget Period \$337,334.00

26. Period of Performance Start Date 09/30/2026 - **End Date** 09/29/202727. Total Amount of the Federal Award including Approved
Cost Sharing or Matching this Period of Performance**28. Authorized Treatment of Program Income**

OTHER (See REMARKS)

29. Grants Management Officer - Signature

Ms. Benee Edwards
Grants Management Specialist

30. Remarks



Award# SBAOITST260230-01-00
FAIN# SBAOITST260230
Federal Award Date: 09/17/2026

Recipient Name

BUSINESS AND ECONOMIC AFFAIRS, NEW
HAMPSHIRE DEPARTMENT OF
1 Eagle Sq Ste 100
Economic Development
Concord, NH 03301-4991

Congressional District of Recipient

02

Payment Account Number and Type

Employer Identification Number (EIN) Data

Universal Numbering System (DUNS)

Recipient's Unique Entity Identifier (UEI)

31. Assistance Type

Project Grant

32. Type of Award

33. Approved Budget

(Excludes Direct Assistance)

1. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$58,565.28
b. Fringe Benefits	\$25,768.72
c. Total Personnel Costs	\$84,334.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$5,000.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$215,000.00
j. TOTAL DIRECT COSTS	\$304,334.00
k. INDIRECT COSTS	\$33,000.00
l. TOTAL APPROVED BUDGET	\$337,334.00
m. Federal Share	\$253,000.00
n. Non-Federal Share	\$84,334.00

34. Accounting Classification Codes

[illegible]

AWARD ATTACHMENTS

BUSINESS AND ECONOMIC AFFAIRS, NEW HAMPSHIRE
DEPARTMENT OF

SBAOITST260230-01-
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1. STEP Program Specific Terms and Conditions.
 2. FY26 SBA Standard Terms and Conditions

STEP Program Specific Terms and Conditions

You, the non-Federal entity, acknowledge You will:

- Comply and Conduct the project funded under this Award in accordance with Your approved Technical Proposal and approved budget. Changes to these guiding documents must first be submitted to SBA for pre-approval.
- The Federal share of project cost for States that have high export volumes will be 65% and the State matching funds required will be 35% of the sum of the Federal award and Recipient match amount.
- The Federal share of project cost for States that do not have high export volume will be 75% and State matching funds required will be 25% of the sum of the Federal award and Recipient match amount.
- SBA will waive up to \$200,000 of the matching funds required for an insular area non-Federal entity that is an agency or instrumentality of an area's government pursuant to 48 U.S.C. § 1469a, which includes American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of Northern Mariana Islands.
- Advise the SBA promptly of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- The STEP Project Director must devote at least 50% of his/her time, to the STEP project.
- Matching funds must be comprised of not less than 50% cash and not more than 50% of indirect and in-kind contributions.
- Respond 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.
- Guidance on Manufacturing of Goods and Services – Eligible small business concerns engaged in STEP export activities must be an export-ready U.S. company seeking to export goods or services of U.S. origin or have at least 51% U.S. content. To clarify, the ESBC must be an export-ready U.S. company seeking to export goods or services that are EITHER: Of U.S. origin; OR have at least 51% U.S. content.
- 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 or recommendations regarding Your project made as part of any such process.
- Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.

The SBA Award Standard Terms and Conditions

1. Standard Term - Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the Small Business Administration (SBA), the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a recipient, the contents of the Notice of Award (NoA) are binding on the recipient unless and until modified by a revised NoA signed by the GMO.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Recipients of the Small Business Administration (SBA) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the SBA Grants Policy effective at the time of a new, non- competing continuation, or renewal award, including the requirements of OMB grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Notice of Funding Opportunity (NOFO).

2. Standard Term - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for the SBA's Awards

The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.

[Title 2 Federal Financial Assistance](#)

The authority listed above, the SBA adopts the Office of Management and Budget (OMB) Guidance in 2 CFR part 200. Thus, this part gives regulatory effect to the OMB guidance and supplements the guidance as needed for the Administration.

3. Standard Term - Award Expectations

The eligibility and program requirements originally outlined in the NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by the SBA.

4. Standard Term - Flow down of requirements to sub- recipients

The recipient, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR §§200.331 - 200.333 Subrecipient monitoring and management.

5. Standard Term - Future Funding

If indicated in the NoA, recommended future support reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the award is documented and acceptable.

6. Standard Term - Non-Supplant

Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

7. Standard Term - Unallowable Costs

Unless authorized under the Special Terms and Conditions, all costs incurred prior to the award issue date and costs not consistent with the funding opportunity and/or 2 CFR Part 200 are not allowable under this award.

8. Standard Term - Prior Approval

The SBA anticipates that the recipient may need to modify the recipient's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are allowed a certain degree of latitude to re-budget within and between budget categories (10% or less) to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 2 CFR Part 200, as applicable.

Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 2 CFR Part 200 or the SBA Grants Policy Statement, must be submitted in writing to the GMO within 45 days of grant expiration. Based on the nature, extent, and timing of the request, the SBA GMO may approve, deny, or request additional material to further document and evaluate your request. Only responses provided by the GMO are considered valid. If the SBA approves the request, an amended NoA will be issued. Verbal authorization is not approval and is not binding on the SBA. Recipients that proceed on the basis of actions by unauthorized officials do so at their own risk, and the SBA is not bound by such responses.

Prior approval is required for but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions (more than 10% or when requesting a new budget cost category), Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions.

The SBA may confer a one-time extension of the expiration date of this Award for up to 12 additional months if the awardee 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 received by the Grants Officer Technical Representative (GOTR) at least 45 calendar days prior to the scheduled expiration of this Award. The SBA will not approve any extension request that:

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

9. Standard Term - Equipment

a. Title. Subject to the requirements and conditions set forth in this section, the title to equipment acquired under a Federal award will vest upon acquisition in the recipient. Unless a statute specifically authorizes the Federal agency to vest title in the recipient without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the recipient subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through recipient.
- (3) Use and dispose of the property in accordance with [paragraphs \(b\), \(c\), and \(e\)](#) of this section.

b. General. A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other recipients must follow paragraphs (c) through (e) of this section.

c. Use.

- (1) Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the recipient must not encumber the property without prior approval of the Federal awarding agency. The Federal awarding agency may require the submission of the applicable common form for equipment. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- i. Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
- ii. Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the recipient must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally- funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in § 200.307 to earn program income, the recipient must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

d. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

e. Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the recipient must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.

(2) Except as provided in § 200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$10,000 may be retained by the recipient or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the recipient to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The recipient may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the recipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient fails to take appropriate disposition actions, the Federal awarding agency may direct the recipient to take disposition.

10. Standard Term – Indirect Cost

a. Facilities and administration classification. For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the "Administration" category; for IHEs, they are included in the "Facilities" category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

b. Diversity of nonprofit organizations. Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

c. Federal Agency Acceptance of Negotiated Indirect Cost Rates. (See also [§ 200.306](#).)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in paragraph (c)(3) of this section.

(2) The Federal awarding agency head or delegate must notify OMB of any approved deviations.

(3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates.

(4) As required under § 200.204, the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under paragraph (e)(1) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with recipients prior to the posting of a notice of funding opportunity.

d. Pass-through entities are subject to the requirements in [§ 200.332\(a\)\(4\)](#).

e. Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX as follows:

(1) Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

(3) Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200—Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200—Hospital Cost Principles.

f. In addition to the procedures outlined in the appendices in paragraph (e) of this section, any recipient that does not have a current negotiated (including provisional) rate, except for those recipients described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC) which may be used indefinitely. Recipients may not recover more than actual indirect costs incurred. No documentation is required to justify the 10% de minimis indirect cost rate. As described in § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a recipient chooses to negotiate for a rate, which the recipient may apply to do at any time.

g. Any recipient that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the recipient may not request a rate review until the extension period ends. At the end of the 4-year extension, the recipient must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

h. The federally negotiated indirect rate, distribution base, and rate type for a recipient (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, 25 U.S.C. 450b(1)) must be available publicly on an OMB-designated Federal website.

11. Standard Term - Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, DOJ, and OMB memorandums, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulation requirements.

12. Standard Term - Executive Pay

The Executive Schedule (ES) sets the yearly salaries for top government officials, including the leaders and senior personnel in over 75 Federal government agencies.

The Executive Level II salary cap limitation for calendar year (CY) 2026 was increased to

\$228,000 by Executive Order 14368 effective January 1st. An individual's Institutional Base Salary (IBS) should be reflected in the proposal budget or budget justification section for all salary requests.

The current Executive Level II salary can be found at the Office of Personnel Management's website at [General Schedule](#).

The law limits the salary amount that may be awarded and charged to the SBA assistance agreements and cooperative agreements. Award funds may not be used to pay the salary of any individual at a rate in excess of Executive Level II. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an SBA grant or cooperative agreement.

13. Standard Term - Recipient Responsibilities

- a. Be responsive to the SBA's requests for information and communication. Changes to your organization's contact information, including your AOR or other designated representatives, must be reported promptly to the SBA.
- b. Promptly advise the SBA of any difficulties you encounter or anticipate encountering that may affect the conduct of your project.
- c. Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by the SBA, its agents, or contractors. You will promptly address and act upon all findings regarding your project made as part of any such process.
 - (1) Provide full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan.
 - (2) 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.
 - (3) Participate in the SBA's surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."
- d. Coordinate with the 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.
- e. Promote the SBA's programs, products, and services to clients, as appropriate.
- f. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- g. Provide at least 40 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.

- h. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- i. Participate in the SBA's surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- j. Submit and update information to USASpending.gov and other Federal databases, as required.

14. Standard Term - SAM and UEI

Requirements Awards are subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) (NOW SAM) AND Unique Entity Identifier (UEI) Numbers. 2 CFR Part 25 - Appendix A4, System of Award Management (SAM) and Universal Identifier Requirements.

a. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you, as the recipient, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for unique entity identifier If you are authorized (reference project description) to make subawards under this award, you:

- (1) Must notify potential subrecipients that no recipient (see definition in paragraph C of this award term) may receive a subaward from you, unless the recipient has provided its unique entity identifier to you.
- (2) May not make a subaward to a recipient, unless the recipient has provided its unique entity identifier to you.

15. Standard Term - Federal Financial Accountability and Transparency Act (FFATA)

Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170

a. Reporting of first-tier subawards.

- (1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to a recipient (see definitions in paragraph e. of this award term).

(2) Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report.

- i. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

(1) If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

(1) Recipient means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public recipient;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a recipient.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means a recipient that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

16. Standard Term - Fixed Amount Awards

a. Federal award instrument. The [Federal awarding agency](#) or [pass-through](#) recipient must decide on the appropriate instrument for the [Federal award](#) (i.e., [grant agreement](#), [cooperative agreement](#), or contract) in accordance with the Federal Grant and [Cooperative Agreement Act \(31 U.S.C. 6301–08\)](#).

b. Fixed amount awards. In addition to the options described in paragraph (a) of this section, Federal awarding agencies, or pass-through entities as permitted in § 200.333, may use fixed amount awards (see Fixed amount awards in § 200.1) in the amount of \$500,000.00 to which the following conditions apply:

(1) The Federal award amount is negotiated using the cost principles (or other pricing information) as a guide. The Federal awarding agency or pass-through recipient may use fixed amount awards if the project scope has measurable goals and objectives and if adequate cost, historical, or unit pricing data is available to establish a fixed amount award based on a reasonable estimate of actual cost. Payments are based on meeting specific requirements of the Federal award. Accountability is based on performance and results. Except in the case of termination before completion of the Federal award, there is no governmental review of the actual costs incurred by the recipient in performance of the award. Some of the ways in which the Federal award may be paid include, but are not limited to:

- i. In several partial payments, the amount of each agreed upon in advance, and the “milestone” or event triggering the payment also agreed upon in advance, and set forth in the Federal award;
- ii. On a unit price basis, for a defined unit or units, at a defined price or prices, agreed to in advance of performance of the Federal award and set forth in the Federal award; or,
- iii. In one payment at Federal award completion.

(2) A fixed amount award cannot be used in programs which require mandatory cost sharing or match.

(3) The recipient must certify in writing to the Federal awarding agency or pass-through recipient at the end of the Federal award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.

(4) Periodic reports may be established for each Federal award.

17. Standard Term – SAM.gov - Recipient Integrity and Performance

Appendix XII to 2 CFR Part 200

a. Reporting of Matters Related to Recipient Integrity and Performance

(1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated Responsibility/Qualification records, part of the recipient information, about civil, criminal, or administrative proceedings.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. If one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 - 1) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - 2) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - 3) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

(4) Reporting Frequency

Unless specified otherwise in the Special Terms and Conditions for your award, the following reporting timelines apply:

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

Financial Reporting – Recipients are required to submit quarterly and annual financial reports (SF- 425). All SF - 425 are reported cumulatively.

Quarterly Reports – are due thirty (30) days following the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1.

Annual Reports – The first reflects the initial 12-month period. For example, awards issued on 10/01, the report period ends on 9/30 the following year and is due on 10/31.

Subsequent annual reports should build upon the previous annual report.

Program Progress Reporting – Program Progress Reports are due quarterly, thirty (30) days following the end of the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1, unless otherwise stipulated in program special terms and conditions.

18. Standard Term - Acknowledgement of the SBA's Support/Use of the SBA's Logo/Publication Requirements.

It is important that your clients and the general public are aware of the purpose of the grant and the SBA's role, 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 the 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 banners, you may use “SBA” in the acknowledgment of support statement instead of “U.S. Small Business Administration.”

You may elect to use the SBA’s logo on materials produced with Project Funds. You may contact the GMO in order to obtain a high-resolution copy of the SBA’s logo and a copy of the 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, the 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 the 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 acknowledgement 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, recipient, or individual. Additionally, you may not use the SBA logo on any social media sites or services without obtaining prior approval from the SBA. For further guidance regarding the prior approval process, see Part III(A)(13) above.

19. Standard Term - Acknowledgement of Federal Funding at Conferences and Meetings

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the recipient and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the recipient as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award.

20. Standard Term - Mandatory Disclosures

Consistent with 2 CFR 200.113, applicants and recipient's must disclose in a timely manner, in writing to the SBA awarding agency with a copy to the SBA Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through recipient) and the SBA OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the SBA OIG and OGM at the following addresses:

US Small Business Administration Attention: Office of Grants Management

409 3rd Street SW, Suite 6000

Washington, DC 20416

AND

US Small Business Administration Office of Inspector General

409 3rd Street SW, 5th Floor

Washington, DC 20416

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 remedies for noncompliance, including suspension or debarment.

Reporting Requirements (Contracts and Subcontracts) FAR 52.203-13: Reporting Requirements (Contracts and Subcontracts) FAR 52.203-13: A Contractor must exercise due diligence to prevent and detect criminal conduct and promote an organizational culture that encourages ethical conduct and commitment to compliance with the law, including establishing an internal control system. Accordingly, the Contractor shall timely disclose, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with any Federal award, performance, or Government contract or subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed of a violation of Federal criminal law involving fraud,

conflict of interest, bribery, or gratuity violations, or a violation of the civil False Claims Act, 31 U.S.C. 3729-3733.

Combating Trafficking in Persons (Contracts, Subcontracts, and Grantees) FAR 52.222-50: Contractors must inform the Contracting Officer and the OIG immediately of any credible information it receives from any source that alleges any employee, subcontractor, or subcontractor employee has engaged in severe forms of trafficking in persons, procured commercial sex acts, or used forced labor in the performance of the contract.

Pursuant to the Consolidated Appropriations Act of 2023 (P.L. 117-328) Section 632 Title VI Division E, all grant recipients must ensure they clearly state in statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs pertaining to their current SBA grant award the following:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project of program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental source.

21. Lobbying

Per 2 CFR §200.450, Recipients are subject to the restrictions on lobbying as set forth in 2 CFR part 200.

18 U.S.C. § 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter- intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of 31 U.S.C. § 1352(a).

22. Non- Transferability

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from the 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.

23. Standard Term – Termination

By the Federal agency or pass-through recipient if the recipient or subrecipient fails to comply with the terms and conditions of the Federal award. **2 CFR 200.340(a)(1)**

By the Federal agency or pass-through recipient with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated. **2 CFR 200.340(a)(2).**

By the recipient or subrecipient upon sending the Federal agency or pass-through recipient a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal agency or pass-through recipient determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the Federal agency or pass-through recipient may terminate the Federal award in its entirety. **2 CFR 200.340(a)(3).**

By the Federal agency or pass-through recipient pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities. **2 CFR 200.340(a)(4).**

By the Federal Agency for convenience.

24. Standard Term - Accessibility Provisions

Recipients of federal financial assistance (FFA) from the SBA must administer their programs in compliance with federal civil rights law. This means that recipients of the SBA's funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. The SBA provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency.

The SBA Office for Civil Rights also provides guidance on complying with civil rights laws enforced by the SBA.

Recipients of the SBA also have specific legal obligations for serving qualified individuals with disabilities. Please contact the SBA Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at 1- 800-827-5722.

25. Standard Term - 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]."

26. Standard Term - Data Collection and Performance Measurement:

All recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the Notice of Funding Opportunity (NOFO) and are required to submit data per reporting requirements.

Please contact your GOTR for additional submission information.

27. Standard Term - Procurement of Goods and Services:

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. §§ 200.317-200.327.

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

28. Standard Term - Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [§§ 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other recipients, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).

General procurement standards.

a. The recipient must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The recipient's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).

b. Recipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(1) The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) If the recipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

c. The recipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

d. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the recipient is encouraged to enter into state and local intergovernmental agreements or inter-recipient agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

e. The recipient is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

f. The recipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

g. The recipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

h. The recipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(1) The recipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient is the sum of:

- i. The actual cost of materials; and
- ii. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

i. The recipient alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the recipient unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

29. Standard Term – Audits

If you are not subject to the requirements of the Single Audit Act, you must prepare an annual financial statement. If your organization has been categorized as a high-risk recipient by the SBA due to financial and/or performance issues, you will be required to obtain an audited annual financial statement at your own expense until such time as your organization is removed from the high-risk category.

- a. Audit required. A recipient that expends \$1,000,000.00 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- b. Single audit. A recipient that expends \$1,000,000.00 or more during the recipient's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 except

when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

c. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through recipient, and that Federal agency, or pass-through recipient in the case of a subrecipient, approves in advance a program-specific audit.

d. Exemption when Federal awards expended are less than \$1,000,000.00. A recipient that expends less than \$1,000,000.00 during the recipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through recipient, and Government Accountability Office (GAO).

e. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate recipient for purposes of this part.

f. Subrecipients and contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section § 200.331 sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

g. Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

h. For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through recipient is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit

subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also § 200.332.

Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

30. Standard Term – Recordkeeping

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 the 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:

- a. 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.
- b. Contact information for project clients and a log of the type and amount of assistance provided.
- c. 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.
- d. 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.
- e. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- f. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- g. 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.

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. §§ 200.334 – 200.338.

31. Standard Term – Closeout Requirements

All Final Reports are due within one hundred and twenty (120) days after the expiration of the project period. The following reports are required.

- a. Final payment document (SF-270)
- b. Final Federal Financial Report (SF-425)
- c. Final Performance Report
- d. De-obligation Letter

32. Standard Term - Ad Hoc Submissions

Throughout the project period, the SBA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:

- a. Payroll
- b. Invoices
- c. Consultant Contract documentation
- d. Proof of project implementation

33. Standard Term - Submitting Responses to Conditions and Reporting Requirements

Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted to the Program Office and the Office of Grants Management (OGM).

34. Standard Term - UEI

As of April 4, 2022, the Federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the Federal government use the Unique Entity ID created in SAM.gov.

If your entity is registered in SAM.gov, your Unique Entity ID has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The Unique Entity ID is located on your recipient registration record.

35. Standard Term – Whistleblower Protection

If you are a Federal employee, or employee of a contractor, subcontractor, or grantee submitting information to the SBA OIG regarding fraud waste or abuse in the SBA's programs or operations, you are probably a whistleblower. Please be aware, however that specific criteria apply to whistleblower protections afforded by law. For example, disclosures by current and former federal employees, applicants for federal employment, and employees of a federal contractor, subcontractor, or grantee have special meaning and protections.

Federal law prohibits governmental personnel from retaliating against an employee who acts as a whistleblower by reporting suspected waste, fraud or abuse to the OIG. Under the Federal prohibited personnel practices, 5 U.S.C. §2302(b)(8), employees may not "take or fail to take, or

threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment” because the person has disclosed information to an OIG which he or she reasonably believes is evidence of (1) a violation of any law, rule, or regulation, or (2) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, so long as the disclosure is not specifically prohibited by law or Executive Order.

Reporting Fraud

The OIG encourages all the SBA’s employees and lenders to be on the lookout for fraud. If you suspect fraud, please report it to the OIG immediately by contacting the OIG Hotline at 1-800-767-0385 or OIGHotline@sba.gov.

36. Standard Term – Restrictions on Certain Types of Clients

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

- a. is other than small;
- b. is based in a foreign country;
- c. is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- d. derives more than one-third of its gross annual revenue from legal gambling activities;
- e. presents live performances of a prurient sexual nature or derives more than a de-minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- f. 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).

37. Standard Term – Applicable Law and Policy Requirements

Except for circumstances in which Federal law defer 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 SAM.gov Assurances You submitted as part of Your approved application:

- a. 5 U.S.C. App. 1 (Inspector General Act of 1978);
- b. 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act);
- c. 15 U.S.C. § 631(h). (Small Business Act);
- d. 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
- e. 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations);
- f. 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014);

- g. 31 U.S.C. § 6305 Using Cooperative Agreements
- h. 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
- i. 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government);
- j. 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
- k. 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
- l. 49 U.S.C. App. 1517 (Fly America Act);
- m. 2 C.F.R. Parts 180 and 2700 (Nonprocurement Debarment and Suspension);
- n. 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
- o. 13 C.F.R. Part 146 (Restrictions on Lobbying);
- p. 15 C.F.R. Parts 730-774 (Export Restrictions);
- q. 22 C.F.R. Parts 120-130 (International Traffic in Arms);
- r. 31 C.F.R. Parts 500-598 (Foreign Assets Control);
- s. 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements
- t. Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- u. Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving);
- v. Executive Order 14151 (Ending Radical and Wasteful Government DEI Programs and Preferencing);
- w. Executive Order 14148 (Initial Rescissions of Harmful Executive Orders and Actions);
- x. Executive Order 14168 (Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government);
- y. Executive Order 14173 (Ending Illegal Discrimination and Restoring Merit-based Opportunity);
- z. Executive Order 14218 (Ending Taxpayer Subsidization of Open Borders); and,
- aa. Executive Order 14332 (Improving Oversight of Federal Grantmaking).

38. Standard Term – Governing Authority/Order of Precedence

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

- a. 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.
- b. Program Announcement No. [Number], [any existing policy documents you want them to follow (e.g., manuals, etc.)], and any subsequently issued the SBA policy guidance.
- c. Those terms and conditions set forth below.

- d. 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.

39. Standard Term – Buy America Preferences for Infrastructure Projects

- a. Purpose. This part provides guidance to Federal agencies on the implementation of the Buy America Preference applicable to Federal financial assistance set forth in part I of subtitle A, Buy America Sourcing Preferences, of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act(Pub. L. 117-58) at division G, title IX, subtitle A, part I, sections 70911 through 70917.
- b. Policy. The head of each Federal agency must ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. See section 70914(a) of the Build America Buy America Act.

§ 184.2 Applicability, effective date, and severability.

- (1) Non-applicability of this part to existing Buy America Preferences. This part does not apply to a Buy America Preference meeting or exceeding the requirements of section 70914 of the Build America, Buy America Act applied by a Federal agency to Federal awards for infrastructure projects before November 15, 2021.
- (2) Effective date of this part. The effective date of this part is October 23, 2023. Except as provided in paragraph (c) of this section, this part applies to Federal awards obligated on or after its effective date. Awards obligated on or after May 14, 2022, the effective date of the Build America, Buy America Act, and before the effective date of this part, are instead subject to OMB Memorandum M-22-11.
- c. Modified effective date of this part for certain infrastructure projects. If an infrastructure project that has previously received a Federal award obligated on or after May 14, 2022, but before the effective date of this part receives an additional Federal award obligated within one year of the effective date of this part, the additional Federal award is subject to OMB Memorandum M-22-11. However, if significant design or planning changes are made to the infrastructure project, the Federal agency may apply this part to the additional Federal award. Federal awards for an infrastructure project obligated after one year from the effective date of this part are subject to this part, regardless of whether this part applied to previous awards for the project.
- d. Severability. The provisions of this part are separate and severable from one another. OMB intends that if a provision of this part is held to be invalid or unenforceable as applied to a

particular person or circumstance, the provision should be construed so as to continue to give the maximum effect permitted by law as applied to other persons not similarly situated or to dissimilar circumstances. If any provision is determined to be wholly invalid and unenforceable, it should be severed from the remaining provisions of this part, which should remain in effect.

Definitions

The definitions listed below apply to all the SBA Awards. Additional definitions relating to a particular SBA program may be found in the grant program regulations, Program Announcement, and/or Special Terms and Conditions.

- a. Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.
- b. Client – a recipient 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.
- c. 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.
- d. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C: a. A governmental organization, which is a state, local government, or Indian Tribe; b. A foreign public recipient; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a recipient.
- e. 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.
- f. Overmatch(ed) – a level of matching contributions that exceeds the amount required.
- g. 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.
- h. Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.
- i. Subaward: a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330). c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- j. System of Award Management (SAM) means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at: <http://www.sam.gov>).

k. Unique entity identifier (UEI) means the identifier required for SAM registration to uniquely identify business entities.

l. You – the recipient organization (recipient) for the Award.

FISCAL SITUATION
FY 2027
03-22-22-220510-XXXX0000, SBA Step XIV

Total Federal Authorization	\$	253,000
Less Expenditures thru 6/30/26	\$	-
Remaining Authorization to Budget	\$	253,000
Less Current FY27 Budget Authorization	\$	-
Total Available for Budgeting	\$	253,000
Available to Budget at a Later Date	\$	-
REQUESTED ACTION	\$	253,000

Grant Award Number	Award Amount	Expenses to 6/30/26	Balance
SBAOITST260230-01-00	\$ 253,000	\$ -	\$ 253,000