

Request for Qualifications
Community of Practice Subaward – Workshop and Cohort Instructors
CFDA: 11.307 Economic Adjustment Assistance

Intent

Grow America (formerly NDC) is requesting proposals from qualified organizations to partner with Grow America as workshop presenters and/or cohort instructors to deliver content for the Economic Development Administration (EDA) funded Revolving Loan Fund (RLF) Community of Practice (CoP).

Background

Grow America is the nation's oldest and most innovative non-profit community development organization, a CDFI and training/technical assistance provider in the areas of affordable housing and economic development to nonprofit and public sector entities. Grow America's mission is to direct capital to support the development and preservation of affordable housing, create jobs through small business lending, advance livable communities with social infrastructure investment, and build capacity with hands-on technical assistance to local governments. Throughout the pandemic, Grow America has served as third party administrator and efficiently deployed over \$632 million in disaster recovery programs across the U.S. Grow America has been an innovator in designing and developing programs, a builder of practitioner cohorts across widely scattered geographies, a national leader in providing capital to economically underserved communities, a collaborator providing development expertise, financial assistance, technical advisory services, and provider of best in class training as a part of a comprehensive community development service delivery model. In late 2022, Grow America was awarded funding from the EDA to lead the creation and operation of a Community of Practice.

In keeping with EDA's mission to prepare and support American regions for growth and success in the global economy, Grow America established a Community of Practice focused on growing and strengthening EDA-funded Revolving Loan Funds (RLFs). Through the life of the grant, Grow America is facilitating a robust schedule of training and professional development programs designed to enable RLFs to better address the need for flexible, accessible, recovery and growth-oriented small business financing across the country. The objective of the RLF Community of Practice is to build RLF organizational capacity, increase qualified high-impact deployment rates of RLF funding, and build an effective and long-term EDA RLF cohort.

Program Overview

Grow America, in partnership with industry leading institutions including Drexel University's Nowak Metro Finance Lab, Community Reinvestment Fund, and Catalyze, works with EDA and its RLF organizations to increase high-quality impactful lending capacity. To achieve this goal, the RLF Community of Practice focuses on four priorities:

1. Establish RLF Network
2. Industry Analysis
3. RLF Advisory Committee
4. Training and Resources

The priority relevant to this Request for Qualifications is *Training and Resources*. In this key area, Grow America delivers a consistent schedule of training programs designed to strengthen the connections between existing RLF network organizations, expand capacity of RLF lending entities, and grow the expertise and impact of the RLF industry. An ongoing series of workshops and virtual training cohorts connect RLF operators with experts in capital development and regional lending consortia.

The workshops are scheduled, promoted, and facilitated by Grow America. The topics are determined based on public comment and feedback provided by the RLF CoP Advisory Committee and EDA's RLF Working Group. The topics for the cohort classes were selected based on results from self-assessments provided by the cohort participants in the first two cohorts. (There will be a total of four cohorts throughout the Community of Practice.) The RLF Community of Practice also creates opportunities for RLF leaders to teach one another. During the cohort classes and workshops, Grow America invites successful RLFs to highlight their experiences and the lending practices that increased economic resilience in their communities.

Scope of Services

To ensure that the highest quality content is provided for this CoP, Grow America is seeking proposals from qualified organizations to partner and deliver content to expand capacity of EDA's RLF lending entities and grow the expertise and impact of the RLF industry. This work can include, but is not limited to, presenting topics and creating slides for virtual workshops and conducting virtual cohort classes and reviewing homework assignments.

The *Training and Resources* portion of the RLF Community of Practice is anticipated to be completed on September 30, 2025.

Workshop and cohort topics follow. Additionally, the Specific Award Conditions from the Economic Development Administration for the Community of Practice Program are provided in Attachment I.

Cohort Class Schedule

- | | |
|-------------------------|--|
| 1. Introduction | 6. Loan Committee & Board Development |
| 2. General RLF Tactics | 7. Portfolio Management & Loan Servicing |
| 3. Marketing | 8. Technology |
| 4. Underwriting, Part 1 | 9. Innovative RLFs |
| 5. Underwriting, Part 2 | 10. Conclusion/ Wrap Up |

2024 Workshop Schedule

Below is the 2024 workshop schedule. The 2025 workshop schedule is not finalized.

This Community of Practice aims to provide relevant, helpful, and interesting workshops. To that end, additional presenters are welcome to join workshop where it makes sense and where their expertise can improve the content provided.

Date	Presenter(s)	Topic
February 13	Peer Leaders, Catalyze, and EDA	Defederalized Dollars
February 27	Grow America and EDA	RLF 101 (with NADO)
April 17	DH	Marketing Your RLF 2.0
April 30	Panel and Catalyze	RLFs and Your Capital Stack (with NADO)
May 16	Grow America	RLFs and EDDs
May 22	Beneficial State Foundation	Underwriting for Racial Justice
Late Spring or Early Summer	Bruce Katz with Nowak	Economic Development and Federal Policy
June 11	Grow America	RLF 201 (with NADO)
Summer	Grow America and EDA	RLF Admin Plans
Summer	To be announced	RLFs and CEDS (with NADO)
Late Summer or Early Fall	EDA	ED-209 Reporting Tips
September	To be announced	EPA's Greenhouse Gas Reduction Financing
October	Nowak	RLF Industry Analysis White Paper
October 21-24	Grow America	To be announced
Early November	Grow America and EDA	RLFs and Risk – Portfolio Risk Rating AND How EDA is Rating the Risk of RLFs

Qualifications

Grow America is seeking proposals from reputable organizations with:

1. Experience with developing and deploying training and networking programs.
2. Experience in the development and implementation of similar technical assistance programs for small businesses and/or economic development organizations.
3. The ability to assess small businesses to determine sustainability and future success, including stabilization needs, if any, and viable expansion goals.
4. Experience or expertise in accessing capital for RLFs. These can include other public funds sources but specific expertise in philanthropic and impact investment sources.
5. Expertise in serving a third-party consultant for projects required to meet Davis-Bacon prevailing wage documentation. Preference is for consultants that have worked with public funding sources and the development and/or general contractor documentation needs.

Solicitation Timeline

Solicitation Issuance Date:	Wednesday, May 1, 2024
Written Questions Deadline Date:	Wednesday, May 15, 2024 at 2pm (PST)
Proposal Submission Deadline:	Friday, May 31 at 2pm (PST)

Submit written questions via email to Antonia Stinnett at astinnett@growamerica.org.

Proposal Requirements

Proposals should be no longer than ten double-spaced pages written in 12-point font, excluding bios, resumes and disclosures.

Proposals should include the following:

1. COVER PAGE with firm information to include:
 - a. Legal Name and DBA (if applicable)
 - b. Physical Address
 - c. Mailing Address
 - d. Phone Number
 - e. Website
 - f. Year Established
 - g. Employer Identification Number
 - h. Unique Entity Identifier
 - i. Mission Statement
 - j. Contract information for authorized contract signer
 - k. Proposal Contact Information
2. EXECUTIVE SUMMARY with a concise statement of the Respondent's understanding of the RFQ and how the organization is best suited to deploy the Community of Practice Program.

3. QUALIFICATIONS AND EXPERIENCE should include the following:
 - a. Describe background and related experience in demonstrating ability to provide required services and provide instruction for the RLF Community of Practice. Indicate if expansion is required to provide the proposed services. Include a list of topics that the organization could teach.
 - b. Provide Project Team information with names and the qualifications and experience of staff who will be assigned to this project.
 - c. Provide three professional references who can attest to and have knowledge of your organization's work. For each reference, the Respondent should provide the entity name, contact person, title, telephone number, email address, and a brief description of your engagement with the reference.
 - d. If you anticipate engaging another vendor/organization to assist with any portion of the project, please explain their role in detail.
4. RFQ BUDGET SUMMARY should be provided based on work proposed.

Conflict of Interest

Respondent shall disclose as Exhibit A any conflict of interest under this solicitation. A conflict of interest occurs when an individual's personal interests (family, friendships, financial, or social factors) compromise the impartiality of a procurement process and create an unfair competitive advantage.

Respondent represents that it:

1. Is not related to by blood or marriage any Grow America Board Member or employee;
2. Has not provided a gift or payoff to a Grow America Board Member or employee or their relative or business entity;
3. Has not retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee;
4. Has not knowingly influenced a Grow America Board Member or employee.

Failure to disclose a conflict of interest or for violation of these provisions, Grow America shall have the right to terminate this solicitation and any future contract negotiations.

Submission Requirements

Respondent shall submit a complete proposal electronically (via email) in one Adobe PDF file. Proposals should be no longer than ten double-spaced pages written in 12-point font, excluding bios, resumes and disclosures. Proposals should include concise responses to the specifications outlined in “Proposal Requirements” and should be organized/bookmarked as outlined below:

1. Cover Page
2. Executive Summary
3. Qualifications and Experience
4. Budget Summary
5. Exhibit A- Conflict of Interest Disclosure (if applicable)

Proposals must be emailed to astinnett@growamerica.org by the proposal submission deadline at 2pm (PST) on Friday, May 31, 2024.

Proposal Contact

Antonia Stinnett
Program Manager - Special Projects
E-mail: astinnett@growamerica.org

This RFQ was prepared by Grow America using Federal funds under award ED22HDQ3070190 from the Economic Development Administration, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Economic Development Administration or the U.S. Department of Commerce.

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

NON-CONSTRUCTION PROJECTS: Economic Adjustment Assistance
for Disaster Economic Recovery under Sections 209 and 703 of the Public Works and
Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3149 and 3233

AMERICAN RESCUE PLAN ACT PROGRAM: Research and Communities of Practice Challenge

Project Title: Community of Practice focused on growing and strengthening EDA-funded Revolving Loan Funds	
Recipient Names: National Council for Community Development, Inc.	Project Number: ED22HDQ3070190

1. **SCOPE OF WORK; UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award as the Authorized Scope of Work (Attachment 1). All work on this Project must be consistent with the Authorized Scope of Work, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized through execution of a Form CD-451.

This award is a cooperative agreement because EDA expects substantial agency involvement. To facilitate such involvement, Recipient must coordinate and consult with EDA in developing a project plan approved by both parties in advance of making any significant progress toward executing the scope of work.

Along with other controlling law, this Award is governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200.

2. **PROJECT CONTACT INFORMATION:** Contact information for the Recipient and key EDA staff with responsibilities for this award is contained in Attachment 2. The Recipient agrees to notify EDA promptly of any changes to the Recipient's contact information.
3. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

- The Recipient’s application, including any attachments, Project descriptions, schedules, and subsequently submitted supplemental documentation
- Authorized Scope of Work (Attachment 1)
- Project Contact Information (Attachment 2)
- Authorized Budget (Attachment 3)

Should there be a discrepancy among these documents, these Specific Award Conditions shall control.

4. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Item:	Due:
Return of Executed Financial Assistance Award	no later than 30 calendar days after receipt of Form CD-450
Project Implementation Plan	no later than 30 calendar days after signing Form CD-450
Submission of Final Project Progress Report	no later than 120 calendar days from Award End Date
Submission of Final Financial Documents (SF-425)	no later than 120 calendar days from Award End Date

The Recipient shall diligently pursue the development and implementation of the Project upon receipt of the Award to ensure completion within this time schedule. Additionally, the Recipient shall promptly notify EDA in writing of any event which could substantially delay meeting any of the prescribed time limits for the Project set forth in the Award, including those set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339 through 200.343, as applicable.

5. **FINANCIAL DISBURSEMENTS INSTRUCTIONS:** EDA will make Award payments using the Department of Treasury’s Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation as required by ASAP including but not limited to Recipient and Requestor Identification Numbers. Complete information concerning the ASAP system may be obtained by visiting www.fms.treas.gov/asap.

To receive payments, Recipients must submit a Form SF-270 “Request for Reimbursement” for the applicable period electronically to the Project Officer, who will review and process the request.

Please note that prior to the initial disbursement, Recipients must complete the attached Form SF-3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” and submit it to NOAA’s Accounting Office by FAX to 301-528-3675 (FAX is required to secure confidentiality of sensitive information). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

6. PERFORMANCE AND FINANCIAL REPORTS:

- A. Project Implementation Plan: Within 30 calendar days of accepting the EDA Financial Assistance Award, Recipient shall provide to the Project Officer a Project Implementation Plan, not to exceed three pages, that outlines how Recipient will implement the *Authorized Scope of Work*. The plan must include the following information:
- i. A list of tasks that Recipient will undertake to implement the *Authorized Scope of Work* at a sufficient level of detail to allow EDA to monitor Recipient’s progress in implementing the project. The list of tasks must be consistent with the *Authorized Scope of Work* and the Project Narrative submitted as part of Recipient’s application;
 - ii. An explanation of the primary tasks to be undertaken by each individual identified in the *Authorized Staffing Plan*;
 - iii. A timeline for implementing the tasks identified; and
 - iv. If Recipient intends to hire additional staff to implement the project, outline a hiring plan including target start dates for new staff.

Upon approval by EDA, the Project Implementation Plan shall be incorporated into and become an enforceable part of these Specific Award Conditions. Subsequent changes to the Project Implementation Plan shall require the Project Officer’s prior written approval, which shall not be unreasonably withheld.

- B. Quarterly Project Progress Reports: The Recipient agrees to provide the Project Officer with Project Progress Reports, which will communicate the important activities and accomplishments of the Project, on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof. Reports are due no later than 1 month following the end of the period.

Performance Progress Reports should be submitted to EDA in an electronic format no later than the dates outlined above in a concise, clear format, which outlines the following information in no more than 3-6 pages in length:

Section 1: Completed Goals and Objectives

- i. Provide a clear and concise overview of the performance goals and objectives that were completed for the quarter.

- ii. Describe the following, as applicable:
 - a. Actions and/or activities that have occurred in the quarter to achieve Project objectives.
 - b. Training, presentations, workshops, etc., and their topics.
 - c. Innovative actions, accomplishments, and/or opportunities to increase the effectiveness of Project activities.

Section 2: Explanation of Success Metrics

- i. Document metrics and impacts of Project activities during the reporting period. As applicable, relevant metrics found in the [Non-Infrastructure Data Collection ED-916 Semi-Annual Questionnaire](#) may be used as a guide or examples to consider.
- ii. Note specific outcomes, which may include increased collaboration, engagement with historically excluded groups or regions, enhanced capacity, and other positive economic benefits.

Section 3: Changes in Implementation of Objectives

This section is for describing any discrepancies between the project plan timetable and the actual progress of your funded program.

- i. Programmatic:
 - a. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next reporting period.
 - b. Outline challenges that currently impact or could impact progress on the Award over the next reporting period and identify ways to mitigate this risk.
- ii. Budget:
 - a. Description of how funds were spent during the quarter. Please explain any departure from the proposed timeline, identifying how these departures are going to be remedied, and projecting the course of work for the next reporting period.
 - b. Outline financial challenges that currently impact or could impact progress on the Award over the next reporting period and identify ways to mitigate this risk.

Section 4: Appendices (Optional)

- i. List of upcoming events for the next quarter
- ii. Success stories
- iii. Outline any areas where EDA assistance is needed to support the project or any other key information that would be helpful for your EDA Project Officer to know.

- C. Final Project Progress Reports may be posted on EDA's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include

any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific economic development need that the project was designed to address and provide an update on progress made during the period of performance that will help mitigate the need and advance economic development goals and principles.
- ii. Provide a high-level overview of the activities undertaken.
- iii. Detail lessons learned during the project period that may be of assistance to EDA or other communities undertaking similar efforts.
- iv. As applicable, final reports shall contain an evaluation of the effectiveness of the economic development assistance provided under this program, in meeting the need that the assistance was designed to address, and in meeting the objectives of this Act.
- v. Any other key information from the relevant project period.

- D. Financial Reports: The Recipient shall submit a “Financial Status Report” (Form SF-425) on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing this form are available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. Reports are due no later than 1 month following the end of the period.

A final Form SF-425 must be submitted no more than 120 calendar days after the expiration date of the Award (i.e., the Award end date specified on the Form CD-450 or a subsequently executed Form CD-451). Final financial reports should follow the guidance outlined in the instructions for submitting mid-term financial reports; all fields must accurately reflect the total outlays for the entire project period and all matching and program income (if applicable) must be fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

- E. Performance Measures:

The **Semi-Annual Program Outputs Questionnaire for EDA Grantees (Non-infrastructure programs) (Form ED-916)** must be submitted by Recipient to EDA on a semi-annual basis during the period of performance of this Award, or as otherwise directed by EDA. EDA will provide Recipient with the first electronic Outputs Questionnaire approximately six months after the date the period of performance starts, as set forth in Form CD-450. EDA

will then provide Recipient subsequent electronic Outputs Questionnaires approximately every six months thereafter through the end of the period of performance, or any portion thereof if applicable. Recipient must complete and submit to EDA each electronic Outputs Questionnaire within 30 days of receipt.

The **Annual Capacity Outcomes Questionnaire for EDA Grantees Serving Clients (Non-Infrastructure Programs) (Form ED-917)** or the **Annual Capacity Outcomes Questionnaire for EDA Grantees not Serving Clients (Non-infrastructure programs) (Form ED-918)** must be submitted by Recipient to EDA on an annual basis for five years, or as otherwise directed by EDA. If Recipient will directly serve clients (i.e. beneficiaries) under the Authorized Scope of Work, Recipient must submit Form ED-917; if Recipient will not directly serve clients under the Authorized Scope of Work, Recipient must submit Form ED-918. (Recipient should consult the project officer if Recipient is unsure whether activities in the Authorized Scope of Work constitute serving clients.) Recipient will automatically receive whichever Outcomes Questionnaire is most appropriate, as determined by the EDA project officer, for the Authorized Scope of Work. EDA will provide Recipient with the first electronic Outcomes Questionnaire approximately one year after the date the period of performance starts, as set forth in Form CD-450. EDA will then provide Recipient subsequent electronic Outcomes Questionnaires approximately every 12 months thereafter for a total of five years, notwithstanding the end of the period of performance. Recipient must complete and submit to EDA each Outcomes Questionnaire within 30 days of receipt.

EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance of this Award. Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports). Recipient must collect sufficient data and retain sufficient documentation to enable Recipient to complete required GPRA Reports. Failure to submit to EDA required GPRA Reports might adversely impact the ability of the Recipient to secure future funding from EDA.

- 7. ALLOWABLE COSTS AND AUTHORIZED BUDGET:** The Authorized Budget for this award is set forth in Attachment 3. Total allowable costs will be determined at the conclusion of the period of performance in accordance with the administrative authorities applicable pursuant to Form CD-450, including the applicable requirements as set forth in the Uniform Guidance, after the final financial forms, including any required documentation, are submitted.

8. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, whichever is less.
9. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.
10. **REFUNDS, INTEREST, OR UNUSED FUNDS:** If the Recipient needs to return money to EDA, it may use the [pay.gov](https://www.pay.gov) website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.
11. **PLANNING COORDINATION:** In keeping with regional economic development principles, Recipient should coordinate economic development planning and implementation projects with other economic development organizations affecting the area, especially EDA-funded recipients such as State and Urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).
12. **PROCUREMENT:** Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.327.
13. **NONRELOCATION:** By accepting this award of financial assistance, Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation or the movement of existing jobs from one region to another region in competition with those jobs. In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions, including suspension of disbursements, termination of the award for convenience or cause (which may include the establishment of a debt requiring the Recipient to reimburse EDA), and disallowance of any costs attributable, directly or indirectly, to the relocation.
14. **METRICS AND EVALUATION:** Additionally, EDA reserves the right to use information contained in the Recipient's proposal as well as all reports and performance data submitted by the Recipient to undertake an evaluation of its programs, either through its staff or by hiring a third party. The Recipient agrees to cooperate with such evaluations, including by sharing performance information that they are already collecting as part of their grant

activities, including performance information on any beneficiaries of the grantee's activities funded in whole or in part by the EDA grant award(s).

15. **DATA SHARING PLAN:** To further the goals of this award, EDA may provide to Recipient data related to the performance of some EDA awards. EDA and Recipient must agree to a Data Sharing Plan prior to the sharing and use of such data.
 - a. The Data Sharing Plan will describe any data to be provided by EDA to the Recipient pursuant to the Award and will include provisions governing the use of such data, which may include confidentiality and non-disclosure provisions.
 - b. The Data Sharing Plan may be revised and updated from time to time if mutually agreeable to EDA and the Recipient. The Award generally need not be amended in order to accomplish such revisions and updates.
 - c. The provisions of the Data Sharing Plan are in addition to and complement the terms and conditions the Award. In the event of a conflict, the terms and conditions of the Award will supersede the Data Sharing Plan.
 - d. Recipient's failure to comply with the Data Sharing Plan shall constitute a breach of the terms and conditions of the Award.

16. **PERSONAL AND INTELLECTUAL PROPERTY:** In accordance with 2 C.F.R. § 200.316, the Recipient will hold all property created, acquired, or improved under this award in trust for the beneficiaries of the project or program under which the property was developed. In addition, Recipient's ownership of any work produced or purchased under this Award is subject to EDA's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

17. **REAFFIRMATION OF APPLICATION:** Recipient(s) acknowledges that Recipient's application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient(s) submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:
 - a. All data in the application and documents submitted with the application were true and correct as of the date the application was submitted and remain true and correct as of the date of this award.
 - b. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and,
 - c. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term “application” includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial application.

18. **SUBAWARDS:** Certain award activities funded through this Award may be accomplished through a subaward by the Recipient to a subrecipient. Prior EDA permission is needed to include, add, or change subrecipient(s). Before initial disbursement of any funds by EDA for any costs incurred by a subrecipient, Recipient must provide to EDA documentation that the subrecipient is an entity eligible to receive EDA assistance.

Before any subrecipient undertakes any work to be funded through this Award, Recipient must enter into a written subaward agreement with the subrecipient that meets the requirements of 2 C.F.R. § 200.332(a) and includes a requirement that the subrecipient comply with all of the terms and conditions of this Award, including but not limited to the Standard and Specific Award conditions and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200). EDA may disallow any costs incurred by a subrecipient prior to executing a subaward agreement. Recipient shall be responsible for monitoring a subrecipient’s performance under the subaward in accordance with the requirements of 2 C.F.R. § 200.332. Recipient is also responsible for ensuring that any subrecipient of a subaward exceeding \$100,000 executes form CD-511, Certification Regarding Lobbying, and for retaining a copy of the executed certification. As required by form CD-511, subrecipients must report lobbying activities, if any, to the Recipient on Form SF-LLL. Recipient is responsible for promptly providing EDA with a copy of any Form SF-LLL submitted by a subrecipient.

Recipient is responsible for reporting to the Federal Subaward Reporting System (FSRS), available at www.FSRS.gov, on all subawards over \$30,000. Please see the OMB guidance published at 2 C.F.R. part 170 (2015), which can be accessed at <http://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-part170.pdf>.

19. **FREEDOM OF INFORMATION ACT (FOIA):** EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.

20. **WASTE, FRAUD AND ABUSE:** Consistent with 2 C.F.R. part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within sixty days of accepting the EDA Financial Assistance Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx> as soon as possible.

21. **LOBBYING:** Recipient must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352, and OMB guidance and notices on lobbying restrictions. In addition, Recipient must comply with the DOC regulations published at 15 C.F.R. part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. See 2 C.F.R. § 200.450(b) and (c).

22. **RECIPIENT'S DUTY TO REFRAIN FROM EMPLOYING CERTAIN GOVERNMENT EMPLOYEES:** For the two-year period beginning on the date EDA executes this Award, Recipient agrees that it will not employ, offer any office or employment to, or retain for professional services

any person who, on the date the EDA executes this Award or within the one-year period ending on that date:

- a. Served as an officer, attorney, agent, or employee of the Department of Commerce; and
- b. Occupied a position or engaged in activities that the Assistant Secretary of Commerce determines involved discretion with respect to the Award of Investment Assistance under PWEDA.

This Specific Award Condition is not applicable if Recipient is an Indian Tribe, a State, county, city, or other political subdivision of a State, or a public institution of higher education.

The two-year period and associated restrictions referenced above also shall apply beginning on the date the EDA executes any cost amendment to this Award that provides additional funds to the Recipient(s).

23. PROHIBITION ON CHARGING FEES TO AWARD BENEFICIARIES: Recipient acknowledges and agrees that beneficiaries receiving services under this Award (e.g. participating localities) will not be required to pay a fee in exchange for services provided under this Award. If Recipient has a pre-existing business relationship with a beneficiary receiving services under this Award, Recipient shall ensure that any services delivered under this Award to such a beneficiary are distinct from the services for which the beneficiary is paying a fee. Recipient shall further ensure that any member of Recipient's personnel that provides services to a beneficiary under this Award does not also provide services to the same beneficiary pursuant to a pre-existing business relationship during the period of performance of this Award. Lastly, Recipient acknowledges and agrees that Recipient will not initiate a new business relationship with beneficiaries receiving services under this Award during the period of performance of this Award.

24. USE OF EDA LOGO: Recipient may use the EDA logo pursuant to the below terms and conditions for the following limited purposes:

- Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); and
- Work products and deliverables developed under this Award (e.g., tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials).

Recipient may not use the EDA logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the EDA logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the EDA logo

(see paragraph B, below).

- A. Grant of License: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the EDA logo for the limited purposes described above (the “License”). Recipient agrees that: (1) the EDA logo will not be used in a way that would suggest that it is the property of Recipient or any other third party, and (2) Recipient will include the following notice in conjunction with its use of the EDA logo, as appropriate: “The EDA logo is a trademark of the Economic Development Administration, used with permission.” This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the EDA logo.

- B. Required Approvals for Certain Uses of the EDA Logo: Before Recipient uses the EDA logo for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the EDA logo for the above uses until receiving written approval (including via email) from EDA of the proposed use.

- C. Quality Control: EDA shall have the right, at all reasonable times, to inspect Recipient’s goods, services, and promotional activities employing the EDA logo to ensure that such use is of proper quality and otherwise consistent with this License.

- D. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the EDA logo shall immediately terminate. EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient’s use of the EDA logo is inconsistent with the License.

- E. Validity and Ownership of EDA Logo: Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the EDA logo, and all such right, title, interest, and ownership shall remain with EDA. Recipient further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the EDA logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA’s rights in the EDA logo, including challenging EDA’s use,

registration of, or application to register the EDA logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the EDA logo, any derivatives thereof, or any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.

- F. Assignments and Sub-Licenses: The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to EDA—and must receive prior approval from EDA—of any such subcontract prior to manufacturing and distribution activities.

- G. Governing Law: The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.

- H. Indemnification: Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the EDA logo by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.

- I. Obtaining the EDA Logo: For an electronic version of the EDA logo, Recipient should contact the EDA Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).