

Notice of Funding Availability  
City of Bakersfield's Entrepreneurship Ecosystem Technical Assistance  
and Grant Program



Paul M. Saldaña, Director  
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**POSTED: November 18, 2022**  
**DUE: December 23, 2022**

**Notice of Funding Availability  
City of Bakersfield's Entrepreneurship Ecosystem Technical Assistance and Grant Program**

The City of Bakersfield ("City") is soliciting proposals from qualified organizations (business service providers) to provide technical assistance to entrepreneurs, start-ups, and small businesses, with unique and innovative projects to support a thriving entrepreneurship ecosystem through the City's Entrepreneurial Ecosystem Technical Assistance and Grant Program ("Program"). It is the intent to award funds to more than one technical assistance provider to help better serve Bakersfield businesses.

Respondents to the Notice of Funding Availability (NOFA) are specifically directed not to contact any City personnel other than the contact person indicated below. It is suggested that you send a single email inquiry if there are multiple questions concerning the scope of professional services required.

**HOW TO RESPOND TO THIS NOFA:**

To respond to this NOFA, please submit 4 hard copies and 1 digital copy of your proposal to the following address:

**Briggett Guzman, ECD Planner, Economic Development**  
Economic and Community Development Department  
1600 Truxtun Avenue | Bakersfield, CA 93301  
Email: [bguzman@bakersfieldcity.us](mailto:bguzman@bakersfieldcity.us) | Phone: (661) 852-7077

All envelopes/shipping boxes are to be clearly marked as follows:

**NOTICE OF FUNDING AVAILABILITY (NOFA)  
City of Bakersfield Entrepreneurship Ecosystem Technical Assistance and Grant Program**

**DUE DATE:** This proposal is subject to a 4-week response period. Consideration has been included for mail delivery and holidays in calculating the response date. Proposers are solely responsible for ensuring the timely receipt of complete proposals and responses received after the Due Date will not be considered. Postmark date will not constitute a timely delivery.

The proposal must arrive at the address noted above before **5:00 pm** on the closing date listed below to be considered for this Project.

The proposal selection Calendar is as follows:

Distribution of NOFA .....	11/18/22
<b>DUE DATE for Response to NOFA .....</b>	<b>12/23/22</b>
Selection of Technical Assistance Provider(s) .....	01/06/23
Subrecipient Grant Agreement Review .....	01/13/23
City Council Agreement Consideration, Tentative .....	01/25/23

  
\_\_\_\_\_  
November 18, 2022  
Paul M. Saldaña, Director  
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# Program Overview

## Program Background

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (“ARPA”) into law to aggressively combat the Covid-19 pandemic and the corresponding economic crisis undermining the health and economic well-being of American workers. Within the ARPA, the Coronavirus Local Fiscal Recovery Fund (SLFRF) provides \$350 billion for states, municipalities, counties, tribes, and territories, including \$130 billion for local governments split between municipalities and counties to respond to the COVID-19 public health emergency or its negative economic impacts.

The City of Bakersfield received a direct allocation of ARPA funding, which will be used to address the negative economic impacts of the COVID-19 pandemic with programs focused on economic recovery and revitalization, particularly within its disadvantaged communities. The City of Bakersfield ARPA allocations can be used to provide technical assistance to entrepreneurs, start-ups, and small businesses located within Qualifying Census Tracts (QCTs), see refer to map illustration in **Exhibit “A”**.

## Program Description

The city is soliciting proposals from qualified organizations (business service providers) to provide technical assistance for the business community, including entrepreneurs, start-ups, and small businesses to support a thriving entrepreneurship ecosystem.

The Entrepreneurship Ecosystem Technical Assistance and Grant Program will be funded by the City’s allocation of funds from the federal American Rescue Plan (ARPA) with a budget of approximately \$2 million. Funds for this Program will be used in the following allocations:

**Organizations** (Business Service Providers) – \$500,000 will be available for organizations that provide business support services. Organizations applying for the grant should provide services for entrepreneurs, start-ups, and small businesses within the city, and those that may be participating in the City’s Grant Program, as described in **Exhibit “C”**.

Types of assistance include consulting, training, innovation, providing co-working office space, preparation assistance of business documents, financial assistance, budgeting, workshops, and marketing, among other services, to assist in creating economic opportunities for the business community.

**Entrepreneurs, Start-Ups, & Small Businesses** – \$1.5 million will be available for entrepreneurs, start-ups, and small businesses, as \$10,000 grants, who operate and reside within the Bakersfield city limits located in Qualifying Census Tracts.

An entrepreneurial ecosystem is the integration of various domains that enable business activities to thrive with the appropriate set of conditions. Such domains include accessible markets, human capital, social capital, financial capital, physical factors, local culture, and business-friendly policies. The city recognizes its role in a thriving entrepreneurship ecosystem as a catalyst for business activities by leading and bridging the domains together to enable a collaborative and inclusive environment, or *ecosystem*, that allows participants to access the tools and resources to be successful with greater feasibility.

The Program is an indicator of the City's commitment to accomplishing the strategic goals, objectives, and implementation framework of the Economic Development Strategic Plan (EDSP) 2021. The EDSP identifies the establishment and enhancement of basic business and entrepreneurship support to help create and maintain young firms and the expansion of mid-sized companies is a prime opportunity for the city.

Inclusive entrepreneurship and innovation initiatives are key investments the City is pursuing to diversify and strengthen our economy and improve the overall quality of life for residents and future residents by directly acting to improve the conditions that enable a thriving entrepreneurship ecosystem. Funding allocated for this Notice of Funding Availability (NOFA) seeks to support organizations who can provide the fundamental technical assistance training for entrepreneurs, start-ups and small businesses.

### **Program Scope of Eligible Activities**

This NOFA intends to obtain qualified applicants from organizations to provide business services (technical assistance) to local entrepreneurs, start-ups, & small businesses, and those participating in the Program, to equip them with the tools and resources to participate and achieve greater success in the business community. The city is determined to assist local talent and strengthen the business community with technical assistance in business counseling, workshops, training, marketing and promotion, business accounting and operations, business document preparation, etc.

Applicants may be from an organization (business service provider) providing new/existing services for entrepreneurs, start-ups, and small businesses within the City of Bakersfield and Qualifying Census Tracts (QCTs). Organizations applying for grants should provide business services in one or more of the areas listed below:

- A.** Provide technical and application assistance for Entrepreneurs, Start-ups, and Small Businesses.
- B.** Assist with various business needs including but not limited to:
  - B.1** business plans and strategy;
  - B.2** capital readiness and fundraising;
  - B.3** expansion and revenue growth strategies such as export training;
  - B.4** government and private procurement;
  - B.5** e-commerce marketplace development and other business development strategies;
  - B.6** marketing;
  - B.7** operations management;
  - B.8** financial management;
  - B.9** cybersecurity;
  - B.10** production/manufacturing assistance and increased productivity strategies;
  - B.11** innovation and tech transfer;
  - B.12** business resilience such as emergency preparedness, disaster economic recovery, succession planning; among other areas.
- C.** Provide outreach and connect eligible home-based businesses, entrepreneurs, start-ups, and small businesses to capital financing;
- D.** Link workforce development programs with the business community.

- E. Training and workshops on various business operation topics.
- F. One on one counseling and coaching.

### Reporting Requirements

All organizations are required to execute a Sub-recipient Grant Agreement with the City of Bakersfield. An example of the agreement is found in **Exhibit “D”** which will outline all the reporting requirements details with respective dates for organizations.

### Participation Requirements

All ARPA funding recipients are required to participate in efforts to strengthen the City’s entrepreneurial ecosystem. Specifically, organizations will be required to comply with the following participation requisites:

- A. Provide services or training to Entrepreneurs, Start-ups, and Small Businesses participating in the Grant Program for the duration of the grant agreement;
- B. Must provide a Unique Entity Identifier (UEI) from the federal System for Award Management (SAM.gov) (required to receive federal funding);
- C. Organizations must be able to meet spending deadlines;
  - C.1 Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be **obligated by December 31, 2024, and expended by December 31, 2026**. This time period, during which recipients can expend SLFRF funds, is the “period of performance.”
- D. Program services must meet ARPA guidelines and service provider must complete quarterly reporting (**Exhibit “B”**);
- E. Meetings requested by the City to share stories of success and photos to promote the program with the City of Bakersfield or partners.

### Proposal Content Requirements

Table 1 below describes the items required to be included in the proposal for organizations. Failure to complete one or more of the listed items will result in a proposal deemed incomplete. Incomplete proposals will not be considered for funding.

**Table 1. Proposal Content Requirements for Organizations**

Requirement Item	Description
<b>Cover Sheet</b>	<ul style="list-style-type: none"> <li>• Cover Sheet must include: <ul style="list-style-type: none"> <li>○ Project Title: City of Bakersfield Entrepreneurship Ecosystem Technical Assistance and Grant Program</li> <li>○ Organization Name</li> <li>○ Program Contact Person</li> <li>○ Mailing Address</li> <li>○ Email Address</li> <li>○ Phone Number</li> </ul> </li> </ul>
<b>Impact Statement</b>	<ul style="list-style-type: none"> <li>• Please provide an impact statement that clearly communicates how your organization's business services (technical assistance) will make a favorable impact (expected results) on the entrepreneurship ecosystem and target audiences and address economic impacts because of the Covid-19 pandemic.</li> </ul>
<b>Project Description</b>	<ul style="list-style-type: none"> <li>• Organizations should provide the project services available or proposed for entrepreneurs, start-ups, and small businesses, specifically for those participating in the Grant Program. Describe your organization and its mission. <ul style="list-style-type: none"> <li>○ How will your program benefit City residents?</li> <li>○ How was the local need for this program determined?</li> <li>○ How is this program responding to the negative economic impacts from the COVID-19 pandemic?</li> </ul> </li> </ul>
<b>Work Plan</b>	<ul style="list-style-type: none"> <li>• Submit a Work Plan with Goals/Objectives, Major Tasks (in order to achieve goal), Timeline and Evaluation Methodology in order to provide meaningful, measurable results.</li> </ul>
<b>Organization Information</b>	<ul style="list-style-type: none"> <li>• Key program personnel (include a short description of their background)</li> <li>• A copy of the status of the organization from the secretary of State.</li> <li>• If a non-profit, please provide tax -exempt status documentation (e.g. IRS determination letter).</li> </ul>
<b>Capacity</b>	<ul style="list-style-type: none"> <li>• Describe your organizational capacity to successfully carry out the proposed activities (i.e. past performance and history of the organization will be considered to assess the agency's prospects for achieving its goals and objectives).</li> </ul>

<b>Project Budget</b>	<ul style="list-style-type: none"> <li>The Project Budget is unique to the proposed project only and should show all funding sources and uses. It should identify specific items that City grant funds would pay for if approved. Note: the City plans to award funds to more than one service provider.</li> </ul>
<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>Proposals should include a schedule or tentative schedule that outlines services to be provided promptly and within ARPA deadlines.</li> </ul>
<b>Operational Budget</b>	<ul style="list-style-type: none"> <li>A copy of the organization's operational budget for the current fiscal year and proposed budget for the 2022-2023 fiscal year.</li> </ul>
<b>Financial Statements</b>	<ul style="list-style-type: none"> <li>Please provide a financial report that includes the following items, as applicable, for the most recent year of business: <ul style="list-style-type: none"> <li><b>Balance Sheet;</b> <i>A financial statement that lists a company's assets, liabilities, and equity balances.</i></li> <li><b>Income Flow (Profit and Loss Statement);</b> <i>A financial statement that documents a company's financial performance over a reporting period that includes revenues, expenses, and profits/losses for the most recent year of business.</i></li> <li><b>Cash Flow;</b> <i>A financial statement that documents a company's ability to operate in the short and long term based on cash inflows and outflows that includes operating activities, investing activities, and financing activities.</i></li> </ul> </li> </ul>
<b>Board of Directors Roster</b>	<ul style="list-style-type: none"> <li>If applicable, a current roster of the organization's officers and members of its Board of Directors, which includes their name, the position held, address, telephone number, and current employers.</li> </ul>
<b>Organizational Staffing Chart</b>	<ul style="list-style-type: none"> <li>Provide a staffing chart to clarify who will be responsible for all aspects of the proposed project.</li> </ul>
<b>Unique Entity Identifier (UEI)</b>	<ul style="list-style-type: none"> <li>A UEI is required for each Organization that receives federal funding. Numbers may be obtained <a href="http://www.SAM.gov">www.SAM.gov</a>.</li> </ul>



## Evaluation Criteria

Proposals should present the services each organization intends to provide to start-ups, entrepreneurs, and small businesses, and for those participating in the Grant Program. Table 2 below depicts the evaluation and scoring matrix for proposals submitted.

**Table 2. Scoring Matrix for Organizations**

<b>Performance Target</b>	<b>Description</b>	<b>Percentage (%) of Score</b>
<b>Project Vision &amp; Implementation:</b>	<ul style="list-style-type: none"><li>• Application content reflective of understanding the Program requirements with project approach, vision, and implementation consistent with the objectives of the City of Bakersfield; pitch coaching services and training provided to the business community available.</li></ul>	30%
<b>Business Capacity to Deliver Project &amp; Financial Management</b>	<ul style="list-style-type: none"><li>• Qualifications of the organization, overall experience, partnerships, budget management, and experience</li></ul>	25%
<b>Analysis of Program Readiness</b>	<ul style="list-style-type: none"><li>• Feasibility and demonstrated ability to implement services without delay and in a timely manner.</li></ul>	15%
<b>Project Budget</b>	<ul style="list-style-type: none"><li>• Proposed program budget is clear and realistic; aligns with grant program requirements. Include clear line items that will be consistent proposed activities. Eligible costs include personnel, consultants, direct program costs and indirect costs (up to 10%).</li></ul>	15%
<b>Compliance with American Rescue Plan (ARPA) Requirements</b>	<ul style="list-style-type: none"><li>• Provides clear explanation or documentation with the ability to meet the funding objectives and guidelines.</li></ul>	15%

## Proposal Submission

Organizations applying for grant funding must clearly indicate in their proposal that they are applying as organizations. For Organizations submitting their proposals for this NOFA, please submit four (4) hard copies and one digital copy of your proposal to the following address:

**Brigiett Guzman, ECD Planner, Economic Development**  
Economic and Community Development Department  
1600 Truxtun Avenue | Bakersfield, CA 93301  
Email: [bguzman@bakersfieldcity.us](mailto:bguzman@bakersfieldcity.us) | Phone: (661) 852-7077

All envelopes/shipping boxes are to be clearly marked as follows:

**NOTICE OF FUNDING AVAILABILITY (NOFA)**  
**City of Bakersfield Entrepreneurship Ecosystem Grant Program**  
**Organization [Insert name]**

**Proposals are DUE by December 23<sup>rd</sup> before 5:00 PM**

*\*Please be advised, applications submitted after the deadline will not be accepted.*

This proposal is subject to a 40-day response period. Consideration has been included for mail delivery and holidays in calculating the response date. Applicants are solely responsible for ensuring the timely receipt of complete proposals.

Please refer to the following supplement points for submitting proposals:

- A.** Additional questions regarding the application process, regulations, or other programmatic issues, should be directed to Brigiett Guzman, Economic and Community Development Planner at the above address, or by calling (661) 852-7077, or emailing at [bguzman@bakersfieldcity.us](mailto:bguzman@bakersfieldcity.us).
- B.** Economic and Community Development staff will review submitted applications to determine whether the application is complete. A letter will be sent to the applicant verifying that the application is complete, or incomplete and identifying any additional information needed to complete the staff analysis and assessment at a later date.
- C.** A completed proposal submittal **does not guarantee funding** for any project. Please be advised, the demand for funding may be greater than the supply of available funds. Funding for the proposed project is not awarded until an agreement is approved and executed by the Bakersfield City Council.
- D.** The City will not reimburse any part of the cost to apply, nor any expense incurred, prior to entering into an agreement with the City of Bakersfield.
- E.** The organization acknowledges and accepts the following as conditions of proposal submission:
  - E.1** The organization must agree to comply with all federal, state, and local laws or regulations, that in any manner affect the service placed for bid herein. Lack of knowledge on the part

of the bidder of applicable law will in no way be cause for release of this obligation. If the City becomes aware of a violation of any laws or regulations, on the part of the awarded consultant, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

- E.2** The organization must agree that the City reserves the right to reject any or all proposals; to select one or more bidders; to reconstitute consulting teams, to void this NOFA and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate fees, rates and financial arrangements, etc.; to establish further criteria for selection; to ask bidders to submit additional information or evidence of their qualifications and experience; to waive informalities in the proposals and in the proposal process; to negotiate with successful bidders in any manner and with respect to any proposal element whatsoever, including composition of bidder's team; and to reject any and/or all proposals for any reason, in its sole discretion. In addition, this NOFA does not commit the City to defray costs incurred in the preparation of a response to this request, or to procure or contract for services.

- F.** To receive consideration, proposals shall be made utilizing the following general instructions:

- F.1** The signatures of all persons signing the proposal shall be in longhand. The completed proposal should be without interlineations, alterations, or erasures.
- F.2** No oral, telegraphic, or telephonic proposals will be considered.
- F.3** The submission of a proposal shall be conclusive evidence that the organization has investigated and is satisfied with the conditions affecting the program, the character, quality, and scope of work to be performed, and the requirements of the City.
- F.4** Proposals shall be enclosed in an envelopes/shipping box that is clearly marked as specified in the coversheet of this NOFA.
- F.5** All documents submitted by the contractor are subject to disclosure under the Public Records Act.

## Selection Process

The City is seeking experienced organizations to assist entrepreneurs, start-ups, and small businesses with recovery efforts from the pandemic and contribute to a thriving entrepreneurship ecosystem. A tentative time for the application process is illustrated by the Calendar as follows:

Distribution of NOFA .....	11/18/22
<b>DUE DATE for Response to NOFA .....</b>	<b>12/23/22</b>
Selection of Technical Assistance Provider(s) .....	01/06/22
Subrecipient Grant Agreement Review .....	01/13/22
City Council Agreement Consideration, Tentative .....	01/25/23

A public information session is set for **December 15 at 10:00 AM** to answer any questions in a group form. It will be held via MS Teams:

## Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 234 883 006 399

Passcode: 7SSyU7

[Download Teams](#) | [Join on the web](#)

## Or call in (audio only)

[+1 872-267-6800,,360604968#](#) United States, Chicago

Phone Conference ID: 360 604 968#

However, any inquiries regarding this program are welcome up until the due date. Once submitted, proposals will be reviewed by City Staff to deem the proposal complete, or incomplete and identify any additional information needed to complete the staff analysis. Applicants are solely responsible for ensuring the timely receipt of complete proposals.

City Staff will conduct a thorough analysis of the proposal to determine eligibility, receive scoring, and earn a ranking based on the factors outlined in this NOFA. City Staff will then notify the selected recipients and invite them to review and sign a formal Subrecipient Grant Agreement with the City of Bakersfield outlining and detailing the terms and conditions for program participation.

Please be advised, after a signed and properly executed grant agreement, **grant awards will be distributed on a reimbursement basis for organizations** that provide business services. Organizations must submit an invoice with supporting documentation to document how funds were spent to receive payment. Please refer to **Exhibit "D"** for invoice package requirements. Organizations must show how their budget line items provide a direct benefit to the Program beneficiaries.

*Please be advised, proposals submitted after the deadline will not be accepted.*

## Supplemental Information

Please be advised, submitting a proposal does **not** guarantee funding. The City reserves the right not to fund requests for funding.

Consider the following supplemental information to enhance your proposal scoring:

- A. Complete all requirements as outlined in this NOFA. Include as much detail and information as possible.
- B. Submit your application before the deadline to ensure your application is complete.
  - B.1 Funds must be used by the deadline.** Given the federal timeline requirements for the use of funds, the City will only recommend funding projects that are ready to begin operations and can demonstrate they can complete the project within the period of the Subrecipient Grant agreement. Per ARPA requirements, costs must be **obligated by December 31, 2024, and expended by December 31, 2026.**

**B.2 Payments against allocated funds.** Funding is administered on (1) a *reimbursement basis* for Organizations and (2) *upon a fully executed Subrecipient Grant Agreement*. Any costs incurred before the execution of contractual agreements with the City of Bakersfield cannot be paid per federal regulations.

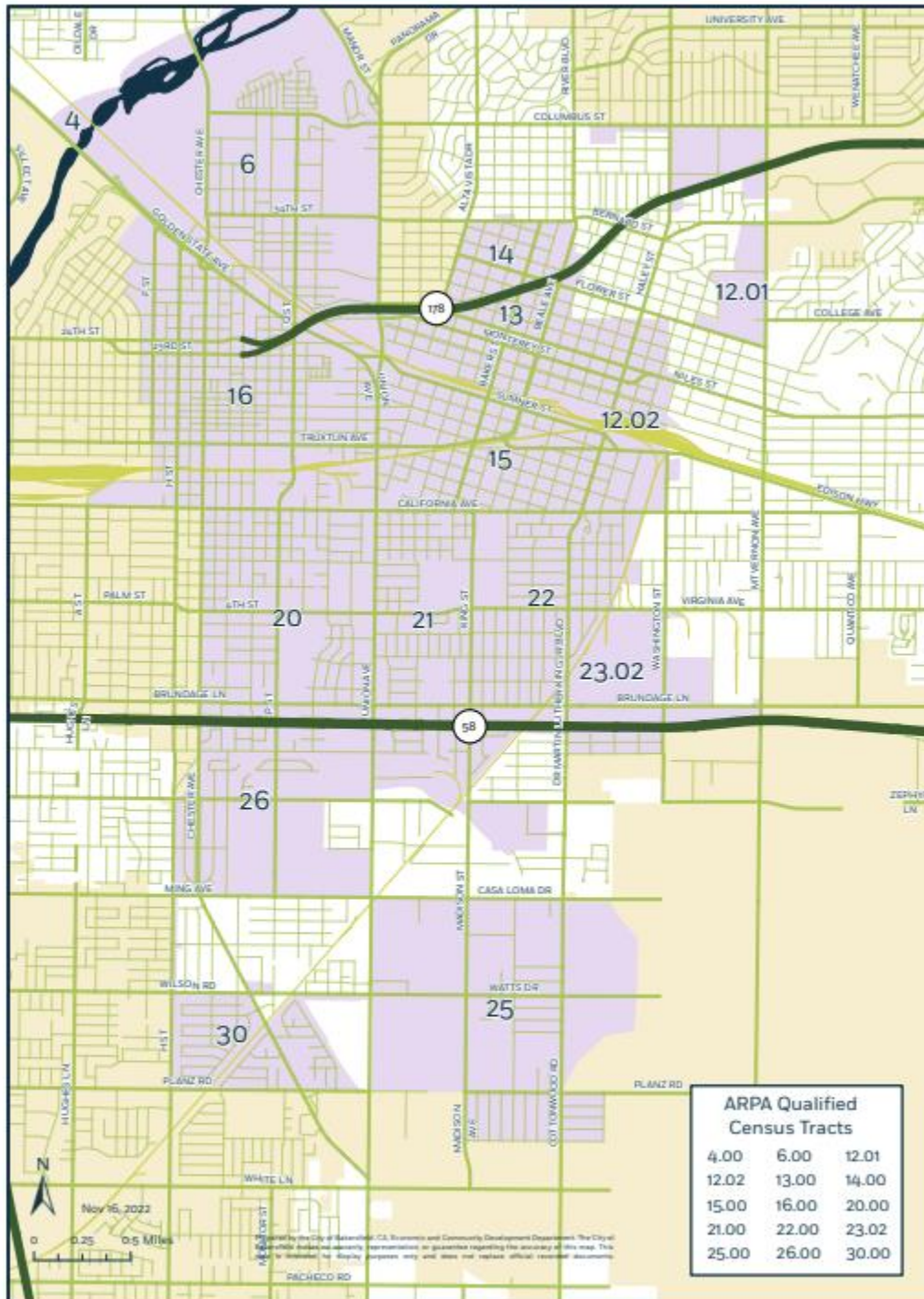
- C. Unique Entity Identifier (UEI).** A UEI is required for each organization that receives federal funding. Numbers may be obtained at [www.SAM.gov](http://www.SAM.gov)
- D.** This project is being financed, in whole or in part, by means of a grant made by the United States of America. Adherence by the sub-recipient to all the applicable federal codes, acts and statutes, as amended, will be required.
- E.** Purchase of the materials shall be funded in whole or in part by a grant from the U.S. Treasury and as such the sub-recipient shall be required to abide by certain Federal contracting provisions and requirements. The procurement regulations and guidelines require that all agreements with sub-recipients for projects using these funds adhere to all applicable requirements relating but not limited to non-discrimination, equal employment opportunity, training and business opportunity, and non-segregated facilities. See example agreement attached **Exhibit "D"**.
- F.** The organization shall maintain an acceptable accounting system. The City of Bakersfield, the U.S. Treasury, and the Inspector General of the United States, shall have access to any books, documents, paper and records of the organization which are directly pertinent to the specific contract for purposes of making an audit, examination, excerpts and transcriptions. The contractor shall maintain all required records for five (5) years after the City makes the final payment and all other pending matters are closed.
- G.** The organization shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this agreement, including all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City. All such records shall be prepared in accordance with Generally Accepted Accounting Practices (GAAP), shall be clearly identified, and shall be kept readily accessible. Upon oral or written request of the City, the organization shall make such records available to the City's auditor and his agents and representative, for the purpose of auditing and/or copying such records, at any time during regular business hours, for a period of three (3) years, or for any longer period required by law, from the date of final payment under this agreement.
- H.** Under California Government Code Section 8546.7, if the amount of public funds expended under the contract is anticipated to exceed Ten Thousand Dollars (\$10,000.00), the contract shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the contract.
- I.** The right is reserved by the City of Bakersfield to reject any or all proposals and to waive any irregularities or informalities not affected by law in any proposals received, to evaluate in its absolute discretion, the proposals submitted and to award the contract according to the proposal which best serves the interests of the City.

- J.** The proposed work is under, and subject to, Executive Order 11246, as amended by Executive Order 11375, and to the Equal Employment Opportunity (EEO) Provisions. To be eligible for award, affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, disability, gender or religion will also be required.
- K.** The City hereby affirmatively ensures that minority and disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, or religion in any consideration leading to the award of contract.
- L.** It is the policy of the City of Bakersfield that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of City of Bakersfield contracts. The Contractor agrees to use best efforts to carry out this policy in the award of subcontractors to the fullest extent. The term “Minority or Women’s Business Enterprise” means a business, at least 51% of which is owned by minority group members or women; in the case of publicly-owned businesses, at least 51% of the stock is owned by minority group members or women. For this definition, minority group members are Hispanic/Latino, Black/African American, Asian, American Indian or Alaska Native, and Native Hawaiian or Other Pacific Islander. Organizations may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.
- M.** The proposer must take affirmative steps that must include:
  - M.1** Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
  - M.2** Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
  - M.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
  - M.4** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
  - M.5** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.



## Exhibits

### Exhibit “A” – American Rescue Plan Act (ARPA) Qualifying Census Tracts Map



## Exhibit “B” – Organizations: Quarterly Report & Payment Request

<b>Quarterly Report &amp; Payment Request</b> <b>Entrepreneurship Ecosystem Grant Program</b>		
Date: Reporting Period:		
Grant Agreement No.	Purchase Order No.	Payment No.
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           To:            Attn:            Address:         </div> <div style="width: 70%;">           City of Bakersfield            Economic &amp; Community Development Dept            1600 Truxtun Ave., 3<sup>rd</sup> Floor            Bakersfield, CA 93301         </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           From: [Organization]         </div> <div style="width: 70%;">           _____            _____         </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           Mailing Address:         </div> <div style="width: 70%;">           _____            _____         </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           Email:            Phone:         </div> <div style="width: 70%;">           _____            _____         </div> </div>		
Grant Agreement Award Amount: \$ _____		
<div style="text-align: center; margin-bottom: 10px;">           Reimbursement Requested: \$ _____         </div> <p>The undersigned certifies the allowable costs associated with this payment request were paid for with available funding. In addition, certify that all financial obligations are met, and services are being provided to intended clients. The undersigned further certifies that:</p> <ul style="list-style-type: none"> <li>The information contained in this Quarterly Payment Request and supporting documents is complete and accurate.</li> <li>That project costs in the attached invoices are reasonable.</li> <li>They have complied with all Federal, State, and City laws, including policies and requirements of the American Rescue Plan Act (ARPA).</li> <li>Provides services or training to Entrepreneurs, Start-ups, and Small Businesses participating in the Grant Program.</li> <li>They have complied with their quarterly reporting requirements and participation requirements as outlined in the Subrecipient Grant Agreement.</li> </ul>		
<b>Description of Work:</b>		



*Please include a detailed description summarizing the work completed this quarter, the targeted audience reached, minority status, type of industry assisted, the number or scope of services provided, and all other relevant details.*

**Reported Outcomes:**

\_\_\_\_\_ Number of businesses served.  
 \_\_\_\_\_ Number of woman-owned business served.  
 \_\_\_\_\_ Number of minority-owned businesses served.  
 \_\_\_\_\_ # of FTE jobs created for startups or growing small business.  
 \_\_\_\_\_ Of start-ups assisted, still in business after a year.

**Owner Race/Ethnicity**

	Total Number Assisted		Total Number Assisted
White		Black/African American AND White	
Black/African American		Native American/Alaskan Native AND Black/ African American	
Asian		Asian AND White	
Native American/Alaskan Native		Native American/Alaskan Native AND White	
Native Hawaiian or Other Pacific Islander		Balance of individuals reporting more than one race	

Hispanic or Latino \_\_\_\_\_ Total Number Assisted

I CERTIFY THAT, to the best of my knowledge, all items as requested in this form are accurate and complete and that the Organization, I represent is eligible for Reimbursement.

\_\_\_\_\_  
 [Organization Name]

\_\_\_\_\_  
 [Authorized Signatory Representative and Title]

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 [Organization Name]

\_\_\_\_\_  
 [Authorized Signatory Representative and Title Printed]

I concur in the recommendation of payment.

Approved by:

\_\_\_\_\_  
 City of Bakersfield, Economic and Community Development Department

## Exhibit “C” – Entrepreneurs, Start-Ups, & Small Businesses: Grant Program Overview

Organizations will be providing application and technical assistance for entrepreneurs, start-ups and small businesses. Entrepreneurs, start-ups, and small businesses receiving technical assistance may be eligible for a grant award. Grant applicants may be entrepreneurs, start-ups, or small businesses operating within the City of Bakersfield and located in a Qualifying Census Tract (QCTs). Please refer to **Exhibit “A”** for a map of the QCTs.

Participation in Technical Assistance Program does not guarantee an award of the grant. Determination of grant eligibility is based upon the items listed in the eligibility criteria including any valid supporting documentation plus successful completion of a training program offered by the organization or another approved facility. Grant awards are up to a maximum of **\$10,000** per selected applicant.

### Eligibility Requirements

Entrepreneurs, start-ups, and small businesses applying for grant awards must meet the following eligibility criteria:

- A. This program provides funding for entrepreneurs, start-ups, and small businesses that have been disproportionately impacted by the Covid-19 pandemic. Small businesses located with a QCT is considered disproportionately impacted.
- B. Entrepreneurs, start-ups, and small businesses are required to participate in training and coaching offered by the technical assistance organizations.
- C. Per the [ARPA Final Rule](#), small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “small business,” specifically:
  - C.1 Have no more than 500 employees, or if applicable, the size standard in number of employees established by the [Administrator of the Small Business Administration](#) for the industry in which the business concern or organization operates, and
  - C.2 Are a small business concern as defined in Section 3 of the [Small Business Act](#) (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).
- D. Must have a valid Business License within the Bakersfield city limits.
- E. Business location should have no active code violations.
- F. Must a business plan with a budget and a comprehensive road map for your business.
- G. Multiple locations within Bakersfield City operating under a single business entity will be considered one business for purposes of the program.
- H. Passive businesses are not eligible. These include rental properties or any business in which the owner does not actively participate.

## Program Scope of Eligible Activities

Entrepreneurs, Start-ups, or Small Businesses may utilize grant funds for the following eligible activities:

- A. Capital
- B. Payroll
- C. Utilities
- D. Mortgage/Rent
- E. Operating Expenses
- F. Equipment
- G. Products
- H. Software and Subscriptions
- I. Marketing & Promotion
- J. Business Document Preparation
- K. Licenses/Fees
- L. Facility Improvements, Maintenance, or Repairs

As needed, the city may request interviews to share stories of success and photos to promote the program in the community.

## Application Requirements for Entrepreneurs, Start-ups, & Small Businesses

Table 1 below describes the application requirements for entrepreneurs, start-ups, and small businesses (ESSs). Failure to complete one or more of the listed items will result in an application deemed incomplete. Incomplete applications will not be considered for funding.

**Table 1. Application Requirements for Entrepreneurs, Start-ups, & Small Businesses**

Requirement Item	Description
<b>Business Plan</b>	<ul style="list-style-type: none"><li>• You must develop a budget and a comprehensive road map (business plan) for your business.<ul style="list-style-type: none"><li>○ Description of the business</li><li>○ Innovative product or service</li><li>○ Advertising/Marketing plan</li><li>○ Organizational management and personnel description</li></ul></li></ul>
<b>Technical Assistance</b>	<ul style="list-style-type: none"><li>• Provide a detailed description of the technical assistance received and will continue to receive. This description should include areas of focus listed in the subsection “Areas of Focus.”</li><li>• Attend Entrepreneurship Training Program or another entrepreneurship training program offered by a center approved by the City of Bakersfield.</li><li>• Attend workshops and one-on-one consulting sessions.</li><li>• BEFORE the program ends, agree to inform the TA provider about the progress of your business for at least one year.</li></ul>
<b>Business License, Use Permit, State</b>	

<b>License/Partnership Agreements, Fictitious Business Name (As Applicable)</b>	<ul style="list-style-type: none"> <li>• Must acquire ALL necessary permits to operate legally AND at least one of the following: made a first sale; hired at least 1 employee; created a business banking relationship; spent money on business expenses (including legal and accounting fees)</li> <li>• A valid City of Bakersfield business license number is a requirement to apply for funds. Without a valid business license, applications will be ineligible. More information about business licenses in the City of Bakersfield can be accessed by the following link: <ul style="list-style-type: none"> <li>○ <a href="https://www.bakersfieldcity.us/204/Business-Licenses-Permits-Fees">https://www.bakersfieldcity.us/204/Business-Licenses-Permits-Fees</a></li> </ul> </li> <li>• Please provide other forms of business documentation as applicable.</li> </ul>
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## Exhibit “D” – Organizations: Grant Sub-Recipient Agreement

## Exhibit D

AGREEMENT NO. \_\_\_\_\_

### SUBRECIPIENT AGREEMENT FOR ENTREPRENEURSHIP & SMALL BUSINESS TECHNICAL ASSISTANCE SERVICES

This **SUBRECIPIENT AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY" herein) and \_\_\_\_\_, a \_\_\_\_\_ ("SUBRECIPIENT" herein).

### RECITALS

**WHEREAS**, on March 11, 2021, President Joseph R. Biden signed into law the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

**WHEREAS**, ARPA established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") program; and

**WHEREAS**, the SLFRF program is intended to provide support to State, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

**WHEREAS**, on May 10, 2021, the U.S. Department of the Treasury (hereinafter "TREASURY") issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (hereinafter "CFR"); and

**WHEREAS**, on January 27, 2022, TREASURY adopted the interim rule published on May 10, 2021, with amendments as the final rule; and

**WHEREAS**, under the final rule, recipients may use SLFRF to respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to small businesses; and

**WHEREAS**, in response to a Notice of Funding Availability, SUBRECIPIENT submitted a proposal to CITY to provide SUBRECIPIENT services for an Entrepreneurship Ecosystem Technical Assistance and Grant Program that will assist small businesses that have suffered negative economic impacts as a result of the COVID- 19 public health emergency (hereinafter "PROGRAM"); and

**WHEREAS**, CITY has determined that the PROGRAM is an eligible use of funds under ARPA and the final rule; and

**WHEREAS**, CITY desires to utilize SLFRF to support the PROGRAM; and

**WHEREAS**, CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives Grant funds from the federal government.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and SUBRECIPIENT mutually agree as follows:

1. **NATIONAL OBJECTIVES.** SUBRECIPIENT certifies that the activities carried out with funds provided under this AGREEMENT will meet the Coronavirus State and Local Fiscal Recovery Fund program's objective to reimburse funding relief for purposes directly related to COVID-19 per 31 CFR Part 35.
2. **DEFINITIONS.** Except as modified by this "Agreement," any term defined in Title VI of the Social Security Act, or the ARPA Fund Regulations at 31 CFR 35, shall have the same meaning in this Agreement.
  - 2.1. "Program" means CITY's American Rescue Plan Act Program and its administration.
  - 2.2. "Activities" means services facilitated by SUBRECIPIENT as defined in 31 CFR 35.6 (b)(3)(i)(B).
3. **SCOPE OF WORK.** The CITY agrees to make grant funds available to SUBRECIPIENT for eligible expenditures and activities as described in the SUBRECIPIENT's scope of work and deliverables as stated in **Exhibit "A"** attached hereto and incorporated by reference herein."
  - 3.1 That portion of the scope of grant related to the types of activities eligible for use of ARPA funding shall specifically comply with the requirements set forth in 31 CFR Part 35 (b)(3)(i)(B).
4. **COMPENSATION.** Total compensation for all work, services, or products for implementation of the PROGRAM in its entirety called for under this Agreement shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) and shall be paid as outlined below.
  - 4.1. The compensation set forth in this section shall be the compensation for the services provided by SUBRECIPIENT, including all out-of-pocket cost incurred by the SUBRECIPIENT. CITY shall pay no fee other than

the compensation listed in this section unless otherwise agreed to in writing by the CITY and SUBRECIPIENT.

- 4.2.** SUBRECIPIENT shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to SUBRECIPIENT shall be made within thirty (30) days after receipt and approval by property owner and CITY of SUBRECIPIENT's itemized invoice.
- 4.3.** Because SUBRECIPIENT is to be paid with SLFRF funds, SUBRECIPIENT shall comply with all federal laws and regulations which are applicable to this Agreement.
- 4.4.** CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives Grant funds from the federal government. If CITY does not receive such funds, this Grant Agreement is null and void. In addition, CITY is not obligated to disburse any monies to SUBRECIPIENT until and unless SUBRECIPIENT follows all the requirements for invoicing, including but not limited to providing required data and outcome reporting and information on milestones and deliverables met during the invoiced period under this Agreement.
- 4.5. Method of Payment.** SUBRECIPIENT shall properly itemize and document claims for payment to show detailed milestones, deliverables, or services, actual salaries paid for which SUBRECIPIENT claims reimbursement, as well as describing to which of the Activities the payment is related and providing required data and outcome reports for the invoice period. SUBRECIPIENT shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy and may refuse to pay any claim until explained to CITY's satisfaction.
- 4.6. Use of Funds.** All amounts requested and used by SUBRECIPIENT shall conform to the restrictions of 31 CFR 35.6 (b)(2)(i).
- 5. TERM.** Unless terminated earlier as herein provided, this is a disbursement of Fiscal Recovery Funds to SUBRECIPIENT, and the terms of this Agreement shall begin upon execution of this agreement by all parties and end upon satisfaction of obligations set forth herein by SUBRECIPIENT, or October 31, 2026, whichever is sooner.



6. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
7. **COMPLIANCE WITH ALL LAWS.** In addition to the terms stated herein, SUBRECIPIENT shall comply with the following Federal and State laws and regulations:
- 7.1. **Federal.** SUBRECIPIENT shall obey the ARPA, any amendments, Federal regulations, and guidelines now or hereafter enacted pursuant to the ARPA, terms of the Agreement to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Agreement, or any other statute, regulation, or guideline applicable to the Program. SUBRECIPIENT shall become familiar with the appropriate statutes, regulations, and guidelines governing the program.
- 7.2. **California.** SUBRECIPIENT shall comply with all provisions of California law applicable to this Agreement.
8. **INDEPENDENT CONTRACTOR.** SUBRECIPIENT understands and agrees that CITY is merely a pass-through entity for SLFRF Funding, and that SUBRECIPIENT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance. This shall not be construed as forming a partnership or any other association with SUBRECIPIENT.
9. **INDEMNIFICATION.** SUBRECIPIENT shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees, and USDOT against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by SUBRECIPIENT, SUBRECIPIENT's employees, agents, independent SUBRECIPIENTS, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
10. **DIRECTION.** SUBRECIPIENT retains the right to control or direct the manner in which the services described herein are performed.
11. **EQUIPMENT.** SUBRECIPIENT will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

12. **STARTING WORK.** SUBRECIPIENT shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
13. **KEY PERSONNEL.** SUBRECIPIENT shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. SUBRECIPIENT shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, SUBRECIPIENT shall not change such personnel without CITY's written approval.
14. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
15. **LICENSES.** SUBRECIPIENT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for SUBRECIPIENT to practice its profession and perform the Scope of Work. If SUBRECIPIENT is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If SUBRECIPIENT is a partnership, at least one partner shall hold the required licenses or professional degrees.
16. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of SUBRECIPIENT's profession in California.
17. **ADMINISTRATIVE REQUIREMENTS.**

#### **17.1.Financial Management.**

- 17.1.1. **Accounting Standards.** SUBRECIPIENT shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at SUBRECIPIENT's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder and made available to CITY representatives upon request at any time during regular business hours.

**17.1.2.** SUBRECIPIENT agrees to comply with 31 CFR 35 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**17.1.3. Cost Principles.** SUBRECIPIENT shall administer funding in conformance with Title 2 CFR Part 200.401 (a) "Cost Principles Application Federal Awards to non-Federal entities."

**17.1.4. Program Income.** SUBRECIPIENT shall report annually all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to CITY.

**17.1.5. Indirect Costs.** If indirect costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan for determining its appropriate share of administrative costs and shall submit such plan to CITY for approval, in a form specified by CITY.

## **17.2. Documentation and Record-Keeping.**

**17.2.1. Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in Title IV section 603(c) that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

**17.2.1.1.** Records providing a full description of each activity undertaken;

**17.2.1.2.** Records demonstrating that each activity undertaken meets one of the Use of Funds objectives of the ARPA program;

**17.2.1.3.** Records required to determine the eligibility of activities; and

**17.2.1.4.** Financial records as required by 2 CFR Part 200.334.

**17.2.2. Retention Period.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of the Future Use Restriction Period under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

**17.2.3. Audits and Inspections.** All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to CITY, its designee, or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by it. Failure of SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. SUBRECIPIENT hereby agrees to have an annual audit conducted in accordance with current CITY policies concerning audits and, as applicable, 2 CFR 200 Subpart F.

**17.2.4. Client Data.** SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. SUBRECIPIENT shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review on a quarterly basis.

**17.2.5. Close-Outs.** SUBRECIPIENT 's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to,

making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), and determining the custodianship of records.

**18. NONDISCRIMINATION.** There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the performance of this agreement.

The SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

**19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.** SUBRECIPIENT agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:

**19.1. Equal Employment Opportunity (Non-discrimination Clause).**

SUBRECIPIENT shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. SUBRECIPIENT shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this nondiscrimination clause. SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, gender, national origin, age, disability, or sexual orientation.

**19.2. Federal Labor Standards Provisions.** SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (2 CFR 200 Appendix II (D)) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

**19.2.1.** SUBRECIPIENT shall make no awards of contracts under this Agreement to any SUBRECIPIENT ineligible under any applicable regulations of the Department of Labor.

**19.3. Clean Air and Water Acts.** This Agreement is subject to the requirements of the Clean Air Act 2 CFR 200 Appendix II (G), as amended, 42 USC 7401-7671q.) et seq and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

**19.4. Debarment and Suspension (Executive Orders 12549 and 12689).** This contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**19.5. Lobbying.** SUBRECIPIENT certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**19.5.1.** SUBRECIPIENT shall expend no Agreement funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

**19.6. Procurement of recovered materials.** SUBRECIPIENT shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**19.7. Prohibition on certain telecommunications and video surveillance services or equipment.** SUBRECIPIENT is prohibited from expending grant funds to: Procure or obtain; Extend or renew a contract to procure or obtain; or Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**19.8. Domestic preferences for procurements.** SUBRECIPIENT, as appropriate, shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured

products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

**19.8.1.** “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**19.8.2.** “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**19.9. Women- and Minority-Owned Business Enterprises.** SUBRECIPIENT agrees to abide by the requirements and regulations issued pursuant thereto at 2 CFR 200.321. The foregoing requires the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to SUBRECIPIENTS performing work, or rendering services as prime SUBRECIPIENTS or subcontractors, under federally funded procurement contracts.

**19.10. Small Business Concerns.** This Agreement is subject to the requirements of the Small Business Act (15 USC 631 et seq.), as amended, applicable to 2 CFR 200.321, and any applicable rules and orders requiring aid, counseling, assistance, and protection, insofar as possible, with, for, or of the interests of small-business concerns in order to preserve free competitive enterprise; and placement with small businesses of a fair proportion of the total federally-funded purchases, contracts and services.

## **20. CITY's OBLIGATIONS.**

**20.1. Copy of Regulations and Statutes.** CITY will make available to SUBRECIPIENT a copy of any regulation CITY enacts to facilitate administration of said Program.

**21. CITY'S REMEDIES.** If SUBRECIPIENT fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand SUBRECIPIENT return all funds granted to SUBRECIPIENT pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more



remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

**21.1. Concurrent Remedy.** No right or remedy herein conferred on reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently therewith or from time to time.

## **22. INSURANCE.**

**22.1. Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, SUBRECIPIENT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

**22.1.1. Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

**22.1.2. Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

**22.1.2.1.** Provide contractual liability coverage for the terms of this Agreement;

**22.1.2.2.** Provide products and completed operations coverage;

**22.1.2.3.** Provide premises, operations, and mobile equipment coverage; and

**22.1.2.4.** Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

**22.1.3. Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every SUBRECIPIENT will be required to secure the payment of compensation to his

employees. Pursuant to Labor Code Section 1861, SUBRECIPIENT must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, SUBRECIPIENT is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

## **21.2. General Provisions Applying to All Insurance Types.**

- 21.2.1.** All policies required of SUBRECIPIENT must be written on a first-dollar coverage basis or contain a deductible provision. Subject to CITY's advance approval, SUBRECIPIENT may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 21.2.2.** All policies required of SUBRECIPIENT must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of SUBRECIPIENT's insurance and must not contribute with it.
- 21.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-; VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance

rated below Best's A-: VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

- 21.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 21.2.5.** Full compensation for all premiums which the SUBRECIPIENT is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 21.2.6.** It is further understood and agreed by SUBRECIPIENT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by SUBRECIPIENT in connection with this Agreement.
- 21.2.7.** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for SUBRECIPIENT, and all subcontractors must agree in writing to be bound by the provisions of this section.

## **22. MISCELLANEOUS.**

- 22.1. No Waiver of Default.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time shall not serve to vary the terms of this Agreement.
- 22.2. Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.
- 22.3. Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein

and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by CITY Council and signed by all the parties.

**22.4. Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

**22.5. Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California..

**22.6. Notices.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

**City of Bakersfield  
Economic & Community Development Department  
1600 Truxtun Avenue, 3<sup>rd</sup> Floor  
Bakersfield, CA 93301**

If directed to SUBRECIPIENT, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**22.7. Execution.** This Agreement is effective upon execution. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

**22.8. Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to,

accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

**22.9. Negation of Partnership.** CITY shall not become or be deemed a partner or joint venturer with SUBRECIPIENT or associate in any such relationship with SUBRECIPIENT by reason of the provisions of this Agreement. SUBRECIPIENT shall not for any purpose be considered an agent, officer, or employee of CITY.

**22.10. Conflicts of Interest.** SUBRECIPIENT stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

**22.11. Tax Numbers.**

"SUBRECIPIENT's" Federal Tax Identification No. \_\_\_\_\_

"SUBRECIPIENT" is a corporation?      Yes \_\_\_\_\_ No \_\_\_\_\_  
(Please check one.)

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"  
**CITY OF BAKERSFIELD**

"SUBRECIPIENT"

By: \_\_\_\_\_  
**KAREN K. GOH**  
Mayor

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA H. RUDNICK**  
Deputy City Attorney II

Insurance/Surety: \_\_\_\_\_

APPROVED AS TO CONTENT:  
**ECONOMIC AND COMMUNITY DEVELOPMENT  
DEPARTMENT**

By: \_\_\_\_\_  
**PAUL M. SALDAÑA**  
Economic & Community Development  
Director

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

JHR:ag  
Attachments:  
Exhibit "A" – Scope of Work

## EXHIBIT “A” Scope of Work

### Small Business Technical Assistance Services

The City of Bakersfield solicited proposals from qualified organizations (business service providers) to provide technical assistance for the business community, including entrepreneurs, start-ups, and small businesses to support a thriving entrepreneurship ecosystem through the City's Program.

An entrepreneurial ecosystem is the integration of various domains that enable business activities to thrive with the appropriate set of conditions. Such domains include accessible markets, human capital, social capital, financial capital, physical factors, local culture, and business-friendly policies. The city recognizes its role in a thriving entrepreneurship ecosystem as a catalyst for business activities by leading and bridging the domains together to enable a collaborative and inclusive environment, or ecosystem, that allows participants to access the tools and resources to be successful with greater feasibility.

Types of technical assistance include business counseling, consulting, training, providing co-working office space, preparation assistance of business documents, financial assistance, budgeting, business accounting and operations, workshops, business planning, marketing, among other services, to assist in creating economic opportunities for the business community.

### Program Scope of Eligible Activities

The Subrecipient will be providing new/existing services for entrepreneurs, start-ups, and small businesses within the City of Bakersfield and Qualifying Census Tracts (QCTs). This Program will provide business services (technical assistance) to local entrepreneurs, start-ups, & small businesses, and those participating in the Program, to equip them with the tools and resources to participate and achieve greater success in the business community.

[Insert specific organization proposed scope of work/work plan.]

### Reporting/Invoicing Requirements

Program services must meet ARPA guidelines and service provider must complete quarterly reporting as required by the City and Federal requirements.

Meetings may be requested by the City to share stories of success and photos to promote the program with the City of Bakersfield or partners.

Grant awards will be distributed on a reimbursement basis. All invoices must be with supporting documentation to report how funds were spent in order to receive payment. The invoice package should include the following:

- A. All invoice packages shall be submitted to City's Economic and Community Development Department **not** to exceed **one invoice package every three (3)**

**months (quarter)** and in the minimum amount of **\$5,000.00** except for the final funding draw invoice. The address for submittal is:

Economic & Community Development Department  
City of Bakersfield  
1600 Truxtun Avenue, 3<sup>rd</sup> Floor  
Bakersfield, CA 93301

- B.** Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. Payment will not be made until the dispute is resolved and a corrected invoice is submitted. Failure to use the address exactly as provided above may result in a return of the invoice to the Organization. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.
- C.** Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.
- D.** Organizations shall provide proof of payment to City for each invoice submitted for payment under this Program. If the Organization is not able to demonstrate proof of payment, the City, at its discretion, may not issue a check.
- E.** The invoice shall contain the following information:
  - E.1** The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);
  - E.2** Printed name of the Organization, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;
  - E.3** The date of the invoice along with the number of the Agreement upon which the invoice is based;
  - E.4** A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
  - E.5** A line item summary of the costs occurred.
  - E.6** The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.
  - E.7** The total amount due; this amount should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall



include all costs incurred by the Corporation under the terms of this Agreement; and,

**E.8** The invoice shall include a calculation of eligible services to eligible entrepreneurs, start-ups, and small business Program participants.

**F.** The following items will **not** be allowed:

**F.1** Late fees, Gambling Debts, Debts of Board Members, Invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

**F.2** Identifying information about the Organization's employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

**G.** Original signature and date (in ink) of the organization's authorized representative on the Quarterly Payment Request

**H.** The final invoice shall be clearly marked "FINAL INVOICE" and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

### **Subrecipient Guidelines for Payment/Reimbursement Documentation**

The Subrecipient is responsible for the efficient and effective administration of the federal subaward through the application of sound management practices. The Subrecipient is responsible for administering federal funds in manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. The Subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes. Accounting records must trace back to source documentation. Subrecipients should design a system to organize, group, submit and retain the related information for each grant and activity.

### **Defining Supporting Documentation**

Supporting Documentation, for the purposes of payment/reimbursement, are those documents used to substantiate the costs incurred by the sub-recipient. Costs should be traceable to the goals or objectives of the grant as outlined in the agreement.

In general, supporting documentation must be gathered and maintained to allow a third party to trace the expenditure, to the invoice or receipt for the service or product, to the payment. In other words, in addition to showing what a cost was for, supporting documentation must clearly show what costs were incurred and give proof of payment.

## **Submissions of Documentation for Payment/Reimbursement**

Copies of receipts, bills and invoices, bank statements, copies of checks, reports, etc., bundled separately, must accompany the completed Invoice. Copies must be made on 8" x 11" paper and must be legible. Related copies should be attached together.

Below is information on supporting documentation definitions related to specific types of expenditures:

## **Acceptable Salary & Overtime Documentation**

Costs Incurred:

Signed Time Sheets: Time sheets must incorporate the following elements:

- The name and signature of the employee
- The name and signature of the Supervisor or official having first-hand knowledge of the work performed by the employee, attesting to the veracity of the information contained on the time sheet.
- The total hours worked by the employee broken down by day.
- The distribution of total hours worked on grant objectives, with a breakdown of funding sources covering the salary and benefits associated.
- If an employee only works on the specified grant, the percentage indicated would be 100%.

Time Sheets must account for the total activity for which each employee is compensated and reflect an after-the-fact distribution of the actual activity of each employee; budget estimates or other distribution percentages determined before the services are performed do not qualify as support.

Proof of Payment:

Signed, system generated reports (e.g., Payroll Register): Reports should indicate the name of the employee; the employee identification number; the date worked; the time worked (to/from); the employee's normal rate; the rate at which the employee was paid; and the date and check number of the check by which the employee was paid for the specified time.

All salaries must be supported by a time and attendance system which accurately reflects the time employees spend on federal grant activities.

The Subrecipient is responsible for maintaining cost documentation related to health insurance, state and federal withholdings and any other benefits paid.

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget.

## **Acceptable Contractors & Consultants Documentation**

Costs Incurred:

Invoice from Contractor or Consultant: The invoice should give the name of the contractor or consultant; your organization's identifying number for the contractor/consultant; the time and/or date of services (to/from); and the rate and/or total payment, and a brief summary of the services provided. The invoice should be on letterhead, or if an individual/sole proprietor, should state the address and telephone number. Note: For Consultants with a rate greater than \$450/day, a copy of the Grantor's approval must be included in the Reimbursement Packet.

Proof of Payment:

Signed system generated report(s): Reports should indicate the name of the contractor or consultant; your organizations identifying number for the contractor/consultant; the time and/or date of services (to/from); and the rate and/or total payment; and the date and check number of the check by which the contractor or consultant was paid for the specified time; or, Copy of Checks

Further, you will be required to maintain for seven years any contract documentation between your organization and the contractor or consultant, including: the rationale for method of procurement; the method used to select the contractor; justification of the sub-contractor's price; a copy of the final, signed contract. These documents will be requested during audits of your paperwork.

## **Acceptable Equipment, Supplies, Travel and Other Documentation**

Costs Incurred:

Invoice: The invoice should give the name and/or description of the item, date of purchase, unit cost, number of items, and extended cost. The invoice should clearly indicate the vendor name. If the invoice has items not covered by the grant, highlight the purchases that are included on the Detail worksheet.

Further, you will be required to maintain for seven years any contract documentation between your organization and the contractor/vendor, including: the rationale for method of procurement; the method used to select the contractor; justification of the price; a copy of the final, signed contract. These documents will be requested during audits of your paperwork.

## **Examples of Supporting Documentation**

Supporting documentation includes but is not limited to the following:

- Paid receipts
- Canceled checks or check & payment registers from Subrecipient's financial management system
- Travel logs
- Hotel/motel folios

- Journal entries
- Training or other event attendance rosters
- Time and attendance activity reports
- Payroll time sheets completed by employee and signed by supervisor
- Performance reports
- Payroll registers indicating the employee's name, dates, hours and costs charged to the grant
- Credit Card Statements
- Depreciation/amortization schedules
- Cost allocation plans
- Detailed audit reports including auditor's comments and corrective action plans
- 2nd tier subawards
- Contracts with and invoices from vendors or other service providers
- Policies and procedures
- Personnel position descriptions

**Retention of Supporting Documentation:**

Originals must be kept on file for five (5) years. Because grant related expenditures generally are required to be kept longer than normal business transactions, it is recommended that you establish a retention system for grant supporting documentation separate from your regular business documentation. If you have more than one grant funding source, you may wish to keep each grant separate from another.



# BAKERSFIELD

THE SOUND OF *Something Better*

## ADDENDA No. 1 NOTICE OF FUNDING AVAILABILITY (NOFA)

### CITY OF BAKERSFIELD'S ENTREPRENEURSHIP ECOSYSTEM TECHNICAL ASSISTANCE AND GRANT PROGRAM

This is an ADDENDA of a Notice of Funding Availability (NOFA) posted on November 18, 2022, by the City of Bakersfield soliciting proposals from qualified organizations (business service providers) to provide technical assistance to entrepreneurs, start-ups, and small businesses, with unique and innovative projects to support a thriving entrepreneurship ecosystem through the City's Entrepreneurship Ecosystem Technical Assistance and Grant Program.

1. On Page 1 ("Cover Page") under the City of Bakersfield's Economic and Community Development Department's contact information; the text has been modified to be the following:

POSTED: November 18, 2022

~~DUE: December 23, 2022~~

DUE: January 20, 2023

2. On Page 2, under "The proposal selection Calendar is as follows:"; the text has been modified to be the following:

Distribution of NOFA .....	11/18/22
<b>DUE DATE for Response to NOFA .....</b>	<b>12/23/22</b>
Selection of Technical Assistance Provider(s) .....	01/06/23
Subrecipient Grant Agreement Review .....	01/13/23
City Council Agreement Consideration, Tentative .....	01/25/23
Distribution of NOFA .....	11/18/22
<b>DUE DATE for Response to NOFA .....</b>	<b>01/20/23</b>
Selection of Technical Assistance Provider(s) .....	02/03/23
Subrecipient Grant Agreement Review .....	02/10/23
City Council Agreement Consideration, Tentative .....	02/22/23

3. On Page 10 (within the section "Proposal Submission") under the advisory information for submitting proposals in envelopes/shipping boxes; the text has been modified to be the following:

**~~Proposals are DUE by December 23<sup>rd</sup> before 5:00 PM~~**

**Proposals are DUE by January 20<sup>th</sup> before 5:00 PM**

4. On Page 11 (within the section "Selection Process") under the introductory paragraph of the section; the text has been modified to be the following:

Distribution of NOFA ..... 11/18/22  
**DUE DATE for Response to NOFA ..... 12/23/22**  
Selection of Technical Assistance Provider(s) ..... 01/06/23  
Subrecipient Grant Agreement Review ..... 01/13/23  
City Council Agreement Consideration, Tentative ..... 01/25/23

Distribution of NOFA ..... 11/18/22  
**DUE DATE for Response to NOFA ..... 01/20/23**  
Selection of Technical Assistance Provider(s) ..... 02/03/23  
Subrecipient Grant Agreement Review ..... 02/10/23  
City Council Agreement Consideration, Tentative ..... 02/22/23

5. On Page 12 (within the section "Selection Process") under the public information session scheduled for December 15 at 10:00 AM via MS Teams; the following text has been ADDED to include another public information session.

A public information session is set for **December 15 at 10:00 AM** to answer any questions in a group form. It will be held via MS Teams:

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 234 883 006 399

Passcode: 7SSyU7

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 872-267-6800,,360604968#](#) United States, Chicago

Phone Conference ID: 360 604 968#

A second public information session is set for **January 12 at 10:00 AM** to answer any questions in a group form. It will be held via MS Teams:

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 251 251 455 387

Passcode: dRr5AQ

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 872-267-6800,,856117692#](#) United States, Chicago

Phone Conference ID: 856 117 692#

[Find a local number](#) | [Reset PIN](#)

The due date for all proposals is Friday, January 20, 2023.

  
December 14, 2022  
Paul M. Saldaña, Director  
Economic and Community Development Department





# BAKERSFIELD

THE SOUND OF *Something Better*

## ADDENDA No. 2 NOTICE OF FUNDING AVAILABILITY (NOFA)

### CITY OF BAKERSFIELD'S ENTREPRENEURSHIP ECOSYSTEM TECHNICAL ASSISTANCE AND GRANT PROGRAM

This is ADDENDA No. 2 to the Notice of Funding Availability (NOFA) posted on November 18, 2022, by the City of Bakersfield soliciting proposals from qualified organizations (business service providers) to provide technical assistance to entrepreneurs, start-ups, and small businesses, with unique and innovative projects to support a thriving entrepreneurship ecosystem through the City's Entrepreneurship Ecosystem Technical Assistance and Grant Program.

1. On Page 43 (Page A-5 of Exhibit "A" Scope of Work of Exhibit "D" Organizations: Grant Sub-Recipient Agreement) under "Acceptable Contractors and Consultants Documentation"; the text has been modified to be the following:

#### Acceptable Contractors & Consultants Documentation

Costs Incurred:

Invoice from Contractor or Consultant: The invoice should give the name of the contractor or consultant; your organization's identifying number for the contractor/consultant; the time and/or date of services (to/from); and the rate and/or total payment, and a brief summary of the services provided. The invoice should be on letterhead, or if an individual/sole proprietor, should state the address and telephone number. ~~Note: For Consultants with a rate greater than \$450/day, a copy of the Grantor's approval must be included in the Reimbursement Packet.~~

#### Acceptable Contractors & Consultants Documentation

Costs Incurred:

Invoice from Contractor or Consultant: The invoice should give the name of the contractor or consultant; your organization's identifying number for the contractor/consultant; the time and/or date of services (to/from); and the rate and/or total payment, and a brief summary of the services provided. The invoice should be on letterhead, or if an individual/sole proprietor, should state the address and telephone number.

December 16, 2022

Paul M. Saldaña, Director  
Economic and Community Development Department