



MONTANA
DEPARTMENT OF COMMERCE

State Tribal Economic Development (STED) Commission Indian Equity Fund

Program Guidelines*

*Approved by the STED Commission April 6, 2017

Application Period: April 6, 2017- May 7, 2017

Governor Steve Bullock

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State Tribal Economic Development (STED) Commission Indian Equity Fund

Guidelines and Forms

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I. ABOUT THE PROGRAM

In 2011 the State of Montana was awarded federal grant funds from the Small Business Administration's State Small Business Credit Initiative (SSBCI). The program has been operated by the Montana Department of Commerce's Montana State Small Business Credit Initiative (MT SSBCI) Loan Committee. The MT SSBCI program concludes March 31, 2017. The initial funds were contracted and provided to participating CDFI/RLFs to encourage and accelerate commercial lending in Montana communities. The Committee identified a geographic gap in coverage that included much of the tribal communities in the state. As such, in October 2016 the Committee agreed that the participating CDFI/RLFs would release back to the Montana Department of Commerce 2% of the original contracted grant to be used by the STED Commission to "increase small business development in Indian Country." Additionally, the Committee, in February 2016, agreed to release, upon the completion of the SSBCI program, the balance of program administration dollars which are generated through the collection of administrative fees. The Committee also determined these funds were to be used to increase small business development in Indian Country through the STED Commission. These funds have been assigned to the STED Commission. The STEDC Indian Equity Fund and Tribal Match fund have matured and are available for tribal governments to utilize in a tribally managed Indian Equity Fund.

The STED Commission approved utilizing the MT SSBCI funds to be matched (1:1) by the tribal governments to promote and fund tribal business development in Montana at their February 1, 2017 meeting. With guidance from the state-established Indian Equity Fund Grant Program, the STED Commission will contract the pledged (held in trust) and match funds to the tribal governments for tribal program administration and oversight. The tribal governments will then re-grant the funding to tribal businesses according to developed application and usage criteria. The STED Commission will then work with the tribal governments to collect the performance outcomes and business impact results. The balance of the MT SSBCI administrative fees will be used to fund a Montana Native Youth Small Business Program to facilitate the mentoring of college and high school students with local businesses. Tribes will contract the funds to support summer internships for youth with local businesses to build business acumen and interest in college and high school students as well as leverage the unique perspectives and skill sets of Native students and youth to grow and diversify operational, marketing, and product development for private sector businesses.

A. IMPORTANT ITEMS TO NOTE ABOUT THE PROGRAM

- Tribal governments in Montana are the only eligible applicants for this grant funding.
- Tribal governments can apply for the funding between April 6, 2017 and May 7, 2017 by going to <http://marketmt.com/ICP> and selecting 'Click Here to Submit' black and white button which will take applicants to the online application,
- The Tribe or its designee will administer the program based on the directive of the tribal government included in the application,
- The administering tribal government department or designee must demonstrate capacity and experience administering small business development and/or youth development in the application,

- Program proposals should follow the general guidance of the Indian Equity Fund Program that is currently administered by the Montana Department of Commerce. Grant funds are to be used to assist start-up or expanding Native American businesses in Montana
- Contract terms will be designated within the following parameters:
 - One year contracts: \$9,000 or less contracted amount
 - Two year contracts: up to \$50,000 contracted amount
 - Three year contracts: more than \$50,000 contracted amount
- Small businesses can be awarded up to \$14,000.
- Tribal governments and/or designees can utilize Commerce’s Submittable™ Indian Equity Fund Grant announcement and application to receive and administer the Tribe’s STEDC Indian Equity Fund applications.
- Application proposals will be reviewed by the STED staff for both completeness and adherence to program guidelines,
- Applicants will be notified accepted applications within 7 working days of submission,
- Negotiating of terms and contracting of successful applications will take between April 6, 2017 and June 2017,
- Programs will be required to provide project status reports correlating to the length of the contract.
- The Department of Commerce will perform business surveys on funded businesses for three years following the funding award to establish performance data.

B. NOTIFICATION TO TRIBAL GOVERNMENTS AND INTERESTED PARTIES

The State Tribal Economic Development Commission (STED Commission) shall notify the eight tribal governments of the new STED Commission Indian Equity Fund Grant Program upon approval of the guidelines no later than April 6, 2017. The STED Commission is a body of the Montana Department of Commerce (Department).

C. ELIGIBLE ACTIVITIES

Tribes will follow the general guidance of the Indian Equity Fund program that is currently administered by the Montana Department of Commerce. Grant funds are to be used to assist start-up or expanding Native American businesses in Montana. Funds can be used for a variety of business activities usually funded by a commercial lender. These activities may include but are not limited to:

- Purchase of land, building and equipment.
- Purchase of assets including furnishings, equipment and technology.
- Selected use of working capital for business operations. A very strong case must be made to utilize funds for working capital.
- Existing business owners must show how the funding will support growth in their business either through the development of a new product or service with the existing business strategy.

D. INELIGIBLE ACTIVITIES

- The following activities will not be funded:
- Operation and reoccurring maintenance costs or expenses;
- Financial expenses, included but not limited to interest expense, bond issuance costs, or any other debt-related costs or expenses;

- Reimbursement for activities completed prior to application;
- Reimbursement for activities not related to business planning;
- Duplicative reimbursement for activities receiving funding for the same services, equipment, or improvements through any other local, state, or federal grant or funding program, except as necessary to fully fund the project; or
- Projects whose primary development will be a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

E. PROPOSAL SUBMISSION & DEADLINE

Upon approval of the guidelines by the STEC Commission, tribal governments can apply for the funds by submitting a proposal online by following the link at <http://marketmt.com/ICP> and clicking on the 'Click Here' button.

To be considered for STED Commission Indian Equity Fund Program funding, tribal governments must submit their application by May 7, 2017.

F. HOW TO APPLY

Applications will be accepted online through the Submittable™ application platform link at <http://marketmt.com/ICP> and clicking on the 'Click Here' button. Applications must include complete information or uploaded documents in the following sections:

- **APPLICATION (ONLINE)** – The application section must contain a detailed project description and background, an explanation of use of funds and the project objectives
- **TRIBAL RESOLUTION OR AUTHORIZATION (UPLOAD)** - Appropriate authorization for application to the Program by the tribal government according to established tribal governmental procedures (i.e. tribal council resolution, authorization of the chief elected official of the executive branch, whichever is applicable) is required and will need to be uploaded. The resolution should include the name of the project being applied for, the name of the tribal organization or entity that will be responsible for managing the application process and contract and the governing body's approval to apply for the Program funds.
- **APPENDIX B: PROJECT SOURCES AND USES OF FUNDS (UPLOAD)** – A budget will need to be completed listing all sources and uses of funds for the entire project including cash and in-kind contributions. Expense assumptions and how costs are derived must be included.
- **APPENDIX C: PROJECT IMPLEMENTATION SCHEDULE (UPLOAD)**– Applicants will need to provide a timeline for when the project activities/scope of work will be completed within the contract period. Project start-up or preparation activities need to be included as well as any the timeframe for procurement of professional services (if applicable) and project implementation and execution of activities.
- **APPENDIX D: DESIGNATION OF DEPOSITORY FORM (UPLOAD)** – This form must be uploaded with the application in order to designate a direct deposit account into which all payments can be made.
- **APPENDIX E: SIGNATURE CERTIFICATION FORM (UPLOAD)** – This form must be uploaded with signatures of at least two officials authorized by the tribal government to request a draw down

in grant funds on the contract. Should the authorized signatories change during the time period of the contract; a new form will need to be submitted.

- **APPENDIX F: REQUEST FOR FUNDS (UPLOAD)** – This form will need to be submitted to request a draw down in funds on the grant contract. It must be signed by two of the authorized signatories from the most current Signature Certification Form submitted and on file
- **APPENDIX G: SUBRECIPIENT AGREEMENT (OPTIONAL UPLOAD)**- Tribal governments can select a sub-recipient to administer the program who can demonstrate capacity and experience administering small business development.

II. PROPOSAL REVIEW AND CONTRACTING TIMELINE

A. PROPOSAL REVIEW PROCESS

The STED Commission staff will review proposals from April 6, 2017 to May 7, 2017. Proposal review webinars may be conducted with each tribal government or their designees during this time period to answer any questions or to provide clarification on proposed program.

The Program will present the evaluation of each application to the STED Commission. The STED Commission will review the application and make a preliminary funding recommendation to the Department of Commerce Director, who makes the final funding decision.

Applicants will be notified of accepted applications within 7 working days of STED Commission review.

B. FINAL APPROVAL OF PROGRAM PROPOSALS

All proposal negotiations should be finalized by May 26, 2017 to allow adequate time for contracting and program launch by tribal governments or designees.

C. STED COMMISSION CONTRACT WITH TRIBAL GOVERNMENTS

- (1) The governing bodies of each of Montana’s eight tribal nations may execute a contract with the STED Commission for their state held match funds and SSBCI funds.
- (2) Tribal governments may enter into an agreement with a sub-recipient, or “designee,” to transfer the responsibilities of administering the program. Tribes may use the sub-recipient agreement form template Appendix E with sub-recipients. Sub-recipient agreements must be submitted to the STED Commission before sub-recipient activities are performed.
- (3) In addition to the contract, each agreement will include the following:
 - Exhibit A: Project Sources & Uses (Appendix B of these guidelines)
 - Exhibit B: Project Implementation Schedule (Appendix C of these guidelines)
 - Exhibit C: Sub-Recipient Agreement (optional; Appendix G of these guidelines)
- (4) Tribal governments that are interested in contracting for the program funds must have a fully executed contract with the STED Commission no later than June 30, 2017.

D. GRANT NOTIFICATION AND CONTRACT

Once a project has been approved by the Department, the Tribe and any Designee will be notified by award letter of the grant. A contract will be executed between the Tribe or its designee and the Program by a digital routing and signature process requiring a valid email for the digital execution of the contract by the tribal signatory.

Depending on the amount of funds contracted, tribal governments or their designees will have one (1) to three (3) year contracts to be able to fully distribute grant funding to eligible small businesses. One (1) year contracts will be executed for amounts of \$10,000 or less. Two (2) year contracts will be executed for amounts of \$50,000 or less. Three (3) year contracts will be executed for amounts exceeding \$50,000.

Once a contract is executed, a Required Contract Reporting Letter (either via email or regular mail) will be sent to the Project Contact notifying him/her of the contract reporting requirements and deadlines for the Midterm Progress and Project Completion Reports.

E. CONTRACT EXECUTION

Contracts must be executed by tribal governments no later than June 16, 2017 to allow STED staff time to obtain the final signatures on the contract. Upon execution of the contract, tribal governments or their designees may receive their first disbursement of funds.

F. FUNDING DISTRIBUTION AND AVAILABILITY

- (1) Each Tribe's total contract amount will depend on their designated match. A total of approximately \$197,000 in MT SSBCI funds were available for the tribes to match.
- (2) Any unencumbered funds shall revert to the MT SSBCI Program on June 30, 2017
- (3) Distribution of funds shall be governed by individual contracts between the STED Commission and each tribal government. The individual contracts shall specify the method of distribution from the STED Commission to the tribal government or its designee. Funds may be distributed directly to a designee if this is expressly noted in a sub-recipient agreement (Appendix G) and a Designation of Depository Form (Appendix D) is completed with account information.
- (4) In order to draw down funds on the contract, tribal governments or their authorized designees must submit the following forms:
 - a. Appendix D: Designation of Depository Form
 - b. Appendix E: Signature Certification Form
 - c. Appendix F: Request for Payment Form
- (5) Payments for approved expenses under the contract will be paid in accordance to the disbursement schedule listed below:
 - a. **(Initial)** Payment #1 – 90% of the award amount will be available upon contract execution with submission of documents listed in Section E (4) above.
 - b. **(Final)** Payment #2 – 10% of the award will be available upon receipt and approval of the Project Closeout Reporting Form and Request for Payment form.
- (6) All payments will be made via direct deposit into a designated account. If authorized signatories designated on Signature Certification Form change, a new Signature Certification Form must be submitted.

- (7) Tribal governments or their designees may further distribute awarded funds directly to projects or through sub-recipient agreements or sub-contracts, complying with applicable laws, rules, policies, and regulations concerning, but not limited to, human rights, civil rights, employment law, labor law, and contract law.

G. REMAINING FUNDS

Any remaining funds that are unencumbered as of June 30, 2017 revert to MT SSBCI Program.

III. REPORTING

A. PROJECT STATUS REPORT

Each year during the term of this Contract, the Grantee will submit a Project Status Report to the Department, including but not limited to, as applicable:

1. Updated project budget with amount of funds granted to small businesses and any additional expenses,
2. Updated project timeline and schedule identifying major milestones accomplished and necessary adjustments to complete the program according to schedule,
3. Summary of the number of jobs created or retained as a result of the for each funded business;
4. Use of grant funds by each funded business;
5. Amount of cash or in-kind match provided by each business (loans and additional grants used in conjunction with the Indian Equity Fund grant); amount of cash or in-kind match provided by the tribal government or designee;
6. Summary of sales revenue;
7. A short narrative outlining the highlights of participation in the program for each business;
8. Description of the status of activities set forth in the SCOPE OF WORK section of the contract;
9. Description of any significant problems encountered in carrying out the Project,

B. PROJECT COMPLETION REPORT

Upon completion of the final project (all grant funding distributed to small businesses, the grantee will submit a final Project Completion Report to the STED Commission staff for approval by the Program. The Project Completion Report will describe the total costs incurred for the project, identify the final completion date, summarize any significant problems encountered in carrying out the project, and provide the final information for each item set forth in Project Status Report in this Section. Within 30 days of approving the Project Completion Report, the Program will issue the Notice of Project Closeout (Closeout Certification Form) that will need to be signed by the applicant and returned. The grantee is required to maintain all grant contract related information for five years from the date of the Closeout Certification Form.

C. PROJECT STATUS REPORT

For each year during the term of the contract and for each of the following three years from the completion of the contract the Grantee will complete the survey sent by the Department regarding the status of individual businesses.

D. PROJECT CLOSEOUT FORM

This form needs to be signed by the Applicant. It certifies that activities undertaken by the grantee with grant funds have been carried out according to the contract. This form closes out the contract off the Program’s grant account. Retention schedule-- the grantee is required to maintain all grant contract related information for five years from the date of the Closeout Certification Form.

E. PROJECT STATUS REPORT & PROJECT COMPLETION REPORTS TIMELINE

<u>Contract amount</u>	<u>Contract period</u>	<u>Project Status Reports Due</u>	<u>Final Report Due</u>	<u>Business Surveys</u>
≤\$10,000	1 year	Check-in with staff	6/1/2018	Businesses will be surveyed for 3 years from the date of their award.
≤\$50,000	2 years	6/1/2018	6/1/2019	
≥\$50,000	3 years	6/1/2019	6/1/2020	

IV. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

A. ACCOUNTING OF FUNDS

Recipients shall use an accounting system that conforms to Generally Accepted Accounting Principles (GAAP), in accordance with Section 18-4-311, MCA.

B. DISTRIBUTION OF FUNDS

Payment for approved expenses under the contract shall be paid in accordance to the disbursement schedule listed below. The schedule of payments (2 total) for the total award is as follows:

- (1) **Initial Drawdown/Payment**—up to 90% shall be available upon contract execution in conjunction with the receipt of the required:
 - a. Designation of Depository Form (Appendix D),
 - b. Signature Certification Form (Appendix E), and
 - c. Request for Payment Form (Appendix F) and,
 - d. Sub-recipient Agreement Form (Appendix G), if funds are to be deposited directly with a designee
- (2) **Final Payment** -up to 10% or the remaining amount of the total contract shall be available for draw upon:
 - a. Receipt of all required expenditure and progress reports and the final closeout report as well as the requested follow-up information submitted to and accepted as sufficient by the STED Commission, and
 - b. In conjunction with receipt of a completed Request for Payment Form Appendix D. The final payment is a reimbursement payment meaning that all reports need to be submitted and accepted by the STED Commission by the submittal deadline to receive funding. The STED Commission may, in its sole discretion, consider a request to modify the final payment schedule based upon extenuating circumstances - provided however, that any such request for modification is supported by adequate justification and/or documentation.

C. INSURANCE REQUIREMENTS

- (1) **General Requirements-** The Tribe, or its designee, must maintain, at its cost, primary standard liability insurance coverage. The general liability coverage must include arising out of liability with regard to the Agreement, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property, or any other liabilities which may arise from the performance of the duties and obligations under this Agreement.
- (2) **Primary Insurance-** The Tribe's, or its designee, insurance coverage is the primary insurance with respect to the Program the State of Montana, their officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Program, the State of Montana, their officers, officials, agents, employees, and volunteers is in excess of the Tribe's insurance coverage and does not contribute with it.
- (3) **General Liability Insurance-** The Tribe, or its designee, must provide general liability coverage inclusive of bodily injury, personal injury, and property damage. The general liability insurance coverage must be obtained with combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.
- (4) **General Provisions-** All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a self-insured program either individually or on a pool basis. The Tribe shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of the Tribe's insurance policy at any time, including endorsements.

D. PUBLIC'S RIGHT TO KNOW

Contracts that are funded are subject to disclosure, in response to requests received under provisions of the Montana Constitution (Art. II, § 9). Information that could reasonably be considered to be proprietary, privileged, or confidential in nature should be identified as such in the contract. The Department shall maintain the confidentiality of that information only to the extent permitted by law.

E. COMPLIANCE WITH LAWS

In performing the work on the project, the grantee must comply with all applicable tribal, state, federal, and local laws, ordinances, and regulations, including any necessary tribal specific review, and obtain all permits, licenses, etc., required to perform the project. If the program funds are used in conjunction with funds from federal sources, compliance with additional federal regulations and laws may apply.

F. RETURN OF FUNDS

The Grantee shall return to the Department any and all funds that are determined by the Department to have been spent in violation of the grant contract. In addition, any reports mentioned in the **Reporting** section of these guidelines that have not been received by the STED Commission shall result in the grantee not receiving any remaining payments. Furthermore, if the work or the project is determined to not have been performed or completed as contracted, the Department reserves the right to declare a default on the contract and demand any and all funds of the contract to be returned to the Department.

G. CHANGES IN SCOPE OF WORK

Any requested changes to the original scope of work or budget adjustments must be submitted in writing to the STED Commission. The STED Commission will determine if the request aligns with the program guidelines which includes all requirements noted above.

H. GRANT APPLICATION TIMELINES

February 1, 2017	STED Commission reviewed use of STED Commission Indian Equity Fund
April 6, 2017	STED Commission provided final approval of STED Commission Indian Equity Fund
No later than April 7, 2017	Notification to tribal governments of the availability of program funding and application method
April 6, 2017- May 8, 2017	Online application by tribal governments
May 9, 2017	Program staff presents the applications to the STED Commission for the review and recommendation of funding to the Director
Through May 26, 2017	Program staff reviews applications and collaborates with tribal governments to complete applications
May 10 – June 15, 2017	Contracting with Tribes (all contracts must be executed by June 30, 2017). Tribal governments or their designees begin managing their Indian Equity Fund programs upon notification of the approval of their proposal.

V. CONTACT INFORMATION FOR QUESTIONS

If you have questions regarding the *STED Commission Indian Equity Fund* guidelines, the application or other aspects of the program, contact:

State Tribal Economic Development Program
Margaret Cook
Program Manager
301 South Park Avenue
PO Box 200505
Helena MT 59620-0505
Telephone (406) 841-2754
Fax (406) 841-2871
Email: Mcook@mt.gov

APPENDIX A: APPLICATION EXAMPLE

1. **Name of Project** * Enter the name of the project. This will be a unique name that will identify your project and will be referred to in any follow-up correspondence.
2. **Tribe Name** * Enter the name of the eligible tribal government.
3. **Authorized Application Preparer** * Enter the name of the authorized application preparer (first and last name).
4. **Authorized Application Preparer Title** * Enter the title of the authorized application preparer.
5. **Telephone Number** * Enter the phone number of the application preparer. This should be a number that is accessed daily and can accept voicemail messages. Entry example: "(406) 841-2XXX".
6. **Additional Contact Numbers** Enter additional contact phone numbers and their type. For instance, enter "(406) 841-2XXX."
7. **Fax Number** Enter the fax number of the application preparer.
8. **Email Address** * Enter the email address of the application preparer.
9. **Physical Address** * Enter the tribal government's physical location address.
10. **Mailing Address** * Enter the tribal government's mailing address.
11. **City, State, and Zip Code** * Enter the tribal government's mailing city, state, and zip code.
12. **County** * Enter the county or counties in which the tribal government is located.
13. **State House and Senate Districts** * Enter the state Senate and House districts which represent the tribal government.
14. **Project Location** * Enter the project location(s).
15. **Contract Length** * Select the contract term/length that corresponds with the amount of funds that the tribal government will be contracting.
 - 1 year contract term (contracting \$9,000 or less)
 - 2 year contract term (contracting \$50,000 or less)
 - 3 year contract term (contracting over \$50,000)
16. **Use of Submittable™ to Receive Applications?** Would the tribal government or designee like to use the Submittable online application platform to receive and process STED Commission Indian Equity Fund applications?
17. **Scope of Work** Answer the following areas in your scope of work narrative:
 - Identify how the program proposal will make funds available to Native-owned small businesses.
 - Explain the eligibility criteria of businesses and eligible business location area (on reservation, on or near reservation, or entire state).
 - Explain any match or commitment requirements from the businesses.

APPENDIX A: APPLICATION EXAMPLE

- Explain any review criteria including required business applicant materials (i.e. business and marketing plans, financial statements and projections, quality of proposed match, etc.)
- Explain or identify any prioritization or ranking of applications.
- Explain any review committee qualifications or requirements.
- Identify the grant amount range (Maximum is \$14,000).
- Estimate a number range of businesses that will be assisted with the grant funding.

18. Upload Tribal Resolution Upload a tribal resolution or appropriate authorization from the tribal government authorizing application to the STED Commission Indian Equity Fund grant funds. The resolution should include the name of the project being applied for, the name of the tribal organization or entity that will be responsible for managing the process and contract and the governing body's approval to apply for the Program funds.

19. Project Administrator Enter the name of the entity responsible for administering the program.

20. Project Administrator Qualifications * Upload a qualification sheet for the project administrator that demonstrates the capacity of the designated project administrator/organization in administering small business development initiatives.

21. Upload Project Sources and Uses Upload a copy of the Project Sources and Uses that account for the funds currently held by the STED Commission (on behalf of the Tribe), any match amounts held by the Tribe (or designee), and the amount of funds from SSBCI. This form is located in the guidelines section of the online application.

22. Upload Project Implementation Schedule Upload a timeline document for when the project activities/scope of work will be started and completed. The Project Implementation Schedule form is located in the guidelines section of the online application.

23. Upload Sub-Recipient Agreement Form (optional) If the tribal government has selected a sub-recipient to administer the program, please attach Appendix G: Sub-recipient Agreement Form. This form is located in the guidelines section of the online application.

24. Project Contact * Enter the name, title, and contact information (mailing address, phone number, email address, and fax number) of the main point of contact for this project.

25. Project Reporting Contact * Enter the name, title, and contact information (mailing address, phone number, email address, and fax number) of the project reporting contact.

26. Alternate Project Contact * Enter the name, title, and contact information (mailing address, phone number, email address, and fax number) of the alternate project contact.

27. Financial Project Contact * Enter the name, title, and contact information (mailing address, phone number, email address, and fax number) of the financial officer assigned to the contact.

28. Upload Remaining Forms Upload any remaining documentation or forms not otherwise uploaded elsewhere in the application. These forms include but are not limited to: Designation of Depository Form, Signature Certification Form, Request for Payment Form .

State Tribal Economic Development Commission
EXHIBIT A: PROJECT SOURCES & USES

Between the Montana Department of Commerce

And

Enter Tribal Government Name

State Tribal Economic Development Commission STED Indian Equity Fund				
USES	SOURCE			
	ICED contract set-aside	Funds held by TRIBE	SSBCI Match	TOTAL
Choose an item.	\$	\$	\$	\$
TOTAL PROJECT COSTS	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Tribal match verified by Letter of Commitment or tribal resolution?

State Tribal Economic Development Commission EXHIBIT B: PROJECT IMPLEMENTATION SCHEDULE

State Tribal Economic Development Commission STED Indian Equity Fund																		
TASK	Months												Years					
	1	2	3	4	5	6	7	8	9	10	11	12	2018	2019	2020	2021	2022	2023
<i>Tribal program or designee identified and subcontracted</i>																		
<i>Market the program to potential participants</i>																		
<i>Set up Submittable account</i>																		
<i>Receive applications</i>																		
<i>Review applications</i>																		
<i>Approve applications</i>																		
<i>Complete Closeout to include outcomes and evaluation</i>																		
GRANT ADMINISTRATION TASKS:																		
<i>Sign STEDC contract</i>																		
<i>Submit banking & drawdown forms</i>																		
<i>Submit \$ request</i>																		
<i>Submit project status report due June 1, 2018 or 2019</i>																		
<i>Submit project closeout report due June 1, 2018, 2019, or 2020</i>																		
<i>Submit \$ final request</i>																		
<i>Sign closeout certification</i>																		
<i>Yearly survey of businesses 3 years after award</i>																		

APPENDIX D: DESIGNATION OF DEPOSITORY FORM

DESIGNATION OF DEPOSITORY FORM AND INSTRUCTIONS	
<i>Instructions: Please fill out the following form completely. Make certain that there are no erasures, corrections or correction fluid on this form. All signatures must be in ink. Any questions, please contact the Program Manager at (406) 841-2754.</i>	
Item #	Information Needed (Items 1-7 to be completed by Vendor)
1	Enter complete address of depository (bank) designated to receive funds.
2	Enter bank routing number, bank account number and account name where ICED funds are to be deposited.
3	Enter name of Vendor Requesting Direct Deposit
4	Enter complete address of Vendor
5	Enter signature and title of Authorized Signatory
6	Enter printed name of authorized signatory
7	Enter date form was signed by authorized signatory for Vendor
(Items 8-14 to be completed by Bank)	
8	Enter account name and account number as in #2 above.
9	Enter name of depository (bank) as in #1 above.
10	Enter mailing address of bank.
11	Enter signature of authorized bank officer.
12	Enter title of authorized bank officer for depository.
13	Enter printed name of authorized bank officer for depository.
14	Enter date form signed by authorized bank officer.

SECTION 1 *(To be completed by the Vendor)*

The (1) _____

Name, Address and Zip Code of Vendor's Bank

Has been designated as the depository for all funds to be received from the Montana Department of Commerce resulting from a STED Grant for deposit to:

(2) _____

<i>Routing Number</i>	<i>Accounting Number</i>	<i>Account Name</i>
-----------------------	--------------------------	---------------------

(3) _____

Name of Grantee

(4) _____

Address, City, State, ZIP

(5) X _____

<i>Enter signature and title of authorized signatory</i>	<i>Title</i>
--	--------------

(6) _____

<i>Enter date form was signed by authorized signatory for Vendor</i>	<i>(7) Date</i>
--	-----------------

SECTION 2 *(To be completed by the BANK)*

The account identified in Section 1 has been established with this bank. All necessary documentation, including a power of attorney where necessary, which will legally enable this depository to receive electronic transfers from the State of Montana for deposit to:

(8) _____

<i>Account Name</i>	<i>Account Number</i>
---------------------	-----------------------

Without the payee's endorsement have been received and are in this depository's custody.

(9) _____

Name of Bank

(10) _____

Address, City, State, ZIP

I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified in accordance with 31 CFR parts 240, 209 and 320.

(11) _____

Signature of Authorized Bank Officer

(12) _____

Title of Authorized Bank Officer

(13) _____

Printed Name of Authorized Bank Officer

(14) _____

Date

AUTHORIZED SIGNATURES			
This is to certify that the following officials (please name at least two) are authorized to sign requests for funds from the STED Commission Program:			
X			
NAME AND TITLE	SIGNATURE	DATE	
X			
NAME AND TITLE	SIGNATURE	DATE	
X			
NAME AND TITLE	SIGNATURE	DATE	
_____ understands that any two of the above signatures must sign each request for funds. (<i>insert Tribe's name</i>)			
TRIBAL CHAIRPERSON OR CHIEF FINANCIAL OFFICER SIGNATURE			
<i>NOTE: The signature below must be notarized.</i>			
X			
NAME AND TITLE	SIGNATURE	DATE	
NOTARY			
SUBSCRIBED AND SWORN TO, before me, a Notary Public for the State of Montana on			
			X
Day	Month	Year	Notary Public for the State of Montana
(Notary Seal)			Please retain a photocopy for your records and mail original to: STED Program Manager Montana Department of Commerce PO Box 200533 Helena, MT 59620-0533

REQUEST FOR PAYMENT		
On behalf of the _____ a request is hereby made for a draw of funds from the STED Commission Program contract number _____ In the amount of _____.		
REQUESTED BY		
(This Request for Funds must include two of the authorized signatories designated on the Signature Certification Form which is on file).		
_____ X		
NAME AND TITLE	SIGNATURE	DATE
_____ X		
NAME AND TITLE	SIGNATURE	DATE

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

SAMPLE SUB-RECIPIENT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by The <ENTER TRIBAL GOVERNMENT NAME>, herein referred to as the Tribal Government and <ENTER SUBRECIPIENT NAME.>, an entity herein referred to as the “Sub-recipient.”

WITNESSETH THAT:

WHEREAS, <ENTER TRIBAL GOVERNMENT NAME> is the recipient of a STED Commission Indian Equity Fund grant by the State Tribal Economic Development Commission, Montana Department of Commerce, Montana Office of Tourism and Business Development herein referred to as “the Department,” and

WHEREAS, the purpose of the grant is to utilize the MT SSBCI matched funds (1:1) by the tribal governments to promote and fund tribal business development in Montana,

WHEREAS, the <ENTER TRIBAL GOVERNMENT NAME>, desires to sub-grant STED Commission Indian Equity Fund Program funds to the Sub-recipient and engage the Sub-recipient to manage the Program for the financial assistance of start-up and expanding Native-owned businesses in Indian Country on the <ENTER TRIBAL GOVERNMENT NAME>'s behalf, and

WHEREAS, the Department has required the <ENTER TRIBAL GOVERNMENT NAME>, to enter into a Sub-recipient agreement with the Sub-recipient specifying the terms and conditions of the <ENTER TRIBAL GOVERNMENT NAME>, delegation of certain STED Commission Indian Equity Fund Program responsibilities to the Sub-recipient, and

WHEREAS, <ENTER SUBRECIPIENT NAME>, is qualified to undertake STED Commission Indian Equity Fund Program activities on behalf of the <ENTER TRIBAL GOVERNMENT NAME>,

WHEREAS, the parties to this Agreement understand that neither of them has in any way, expressly or impliedly, abrogated any of its individual powers, and further agree that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set out in this Agreement, the parties agree as follows:

A. SPECIAL PROVISIONS. The <ENTER TRIBAL GOVERNMENT NAME> agrees, under the terms and conditions of this Agreement, to sub-grant the use of STED Commission Indian Equity Fund Program for the financial assistance of start-up and expanding Native-owned businesses in Indian Country performed by the <ENTER SUBRECIPIENT NAME>.

B. INDEPENDENT SUB-RECIPIENT. It is understood by the parties hereto that the Sub-recipient is an independent Sub-recipient and that neither its principals nor its employees, if any, are employees of the <ENTER TRIBAL GOVERNMENT NAME> for purposes of tax, retirement

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the Sub-recipient has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.

C. COMPENSATION.

For the satisfactory completion of the services to be provided under this Contract, the <ENTER TRIBAL GOVERNMENT NAME> will pay the Sub-recipient a sum not to exceed \$ _____ as in the manner set forth in the attached Exhibit _____, which by this reference is made a part of this contract. Each specific service the Sub-recipient will provide under this contract, and the maximum amount that the <ENTER TRIBAL GOVERNMENT NAME> will pay the Sub-recipient for each of these services, is set forth in the attached Exhibit _____.

D. SCOPE OF SERVICES. The Sub-recipient will perform the scope of services contracted in the STED Commission Indian Equity Fund Program contract # _____.

It is understood and agreed by the parties that the services of the Sub-recipient do not include any of the following: the disbursement or accounting of funds distributed by the <ENTER TRIBAL GOVERNMENT NAME>'s financial officer, legal advice, fiscal audits or assistance with activities not related to the STED Commission Indian Equity Fund Program project.

1. The Sub-recipient will be responsible for all facets of the STED Commission Indian Equity Fund Program project as described in the <ENTER TRIBAL GOVERNMENT NAME>'s STED Commission Indian Equity Fund Program contract.

2. During the term of this Agreement, the Sub-recipient will maintain reasonable records of its performance under this Agreement in a manner consistent with generally accepted accounting principles. The Sub-recipient will allow the <ENTER TRIBAL GOVERNMENT NAME>'s authorized representatives and the Department access to these records at any time during normal business hours. At the request of the <ENTER TRIBAL GOVERNMENT NAME> or the State Tribal Economic Development Commission, the Sub-recipient will submit to the <ENTER TRIBAL GOVERNMENT NAME> or the Department, in the format prescribed by the <ENTER TRIBAL GOVERNMENT NAME> or the Department, status reports on its performance under this agreement.

3. If the Sub-recipient ceases to exist or an Event of Default occurs, all grant funding on hand and accounts or notes receivable related to this agreement, will revert to the Department.

E. DURATION OF THE AGREEMENT. This Agreement will become effective upon signature by the <ENTER TRIBAL GOVERNMENT NAME>, and approval by the State Tribal Economic Development Commission.

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

This Agreement will terminate if either party fails to meet the conditions of this Agreement or if an Event of Default occurs.

F. ADMINISTRATION. For the purposes of implementing this Agreement, the **<ENTER TRIBAL GOVERNMENT NAME>** will appoint a project liaison that will work with the Sub-recipient. The parties will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities contained herein. This Agreement will run concurrently with the Management Plan, which governs the management of the initial STED Commission Indian Equity Fund Program grant, and will follow the Management Plan for issues related to the initial grant.

G. CONFLICT OF INTEREST. The Sub-recipient covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the STED Commission Indian Equity Fund Program which would conflict in any manner or degree with the performance of its services hereunder. The Sub-recipient further covenants that, in performing this Contract, it will employ no person who has any such interest.

H. DOCUMENTS INCORPORATED BY REFERENCE. THE **<ENTER TRIBAL GOVERNMENT NAME>**'s application to the Department for STED Commission Indian Equity Fund Program funding, dated _____, 20__, and all applicable federal and state statutes and regulations are incorporated into this Contract by this reference and are binding upon the Sub-recipient.

I. NONDISCRIMINATION. The Sub-recipient will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

J. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Sub-recipient pursuant to this Contract are the property of the **<ENTER TRIBAL GOVERNMENT NAME>** and the Department which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the tribal government for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the tribal government. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the **<ENTER TRIBAL GOVERNMENT NAME>** and the Department. Tangible goods produced are done so with public funds and as such should be available for fair use to the public; cultural and intellectual property rights belong to the tribe and may be negotiated between the tribal government and partnering entities.

K. REPORTS AND INFORMATION. The Sub-recipient will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the **<ENTER TRIBAL GOVERNMENT NAME>** to assure proper accounting for all project funds. These records

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

will be made available for audit purposes to the <ENTER TRIBAL GOVERNMENT NAME> or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Contract.

M. ACCESS TO RECORDS. It is expressly understood that the Sub-recipient's records relating to this Contract will be available during normal business hours for inspection by the <ENTER TRIBAL GOVERNMENT NAME>, the Department, and when required by law, the Montana Legislative Auditor and Legislative Fiscal Analyst.

N. INDEMNIFICATION. The Sub-recipient waives any and all claims and recourse against the <ENTER TRIBAL GOVERNMENT NAME>, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the Sub-recipient's performance of this Agreement, except claims arising from the concurrent or sole negligence of the <ENTER TRIBAL GOVERNMENT NAME> or its officers, agents or employees. The Sub-recipient will indemnify, hold harmless, and defend the <ENTER TRIBAL GOVERNMENT NAME> against any and all claims, demands, damages, costs, expenses, or liability arising out of the Sub-recipient's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the <ENTER TRIBAL GOVERNMENT NAME> or its officers, agents, or employees.

O. TERMINATION OF AGREEMENT. If any of the following events occur, the <ENTER TRIBAL GOVERNMENT NAME> may, in its sole discretion, declare such event a default under this Agreement:

1. Any representation or warranty made by the Sub-recipient in this Agreement or in any request or certificate or other information furnished to the <ENTER TRIBAL GOVERNMENT NAME> under this Agreement proves to have been incorrect in any material respect; or
2. The Sub-recipient fails in any material respect to carry out its obligations under its proposal to the <ENTER TRIBAL GOVERNMENT NAME> for the assistance provided under this Agreement.

If the Sub-recipient fails to perform any of its duties under this Agreement or if any event of default occurs, the <ENTER TRIBAL GOVERNMENT NAME> may declare the Sub-recipient to be in default and thereafter give the Sub-recipient written notice setting forth the action or inaction which constitutes the default and giving the Sub-recipient 45 days in which to correct the default. If the Sub-recipient fails to correct the default within 45 days of receipt of this notice, the <ENTER TRIBAL GOVERNMENT NAME> may notify the Sub-recipient in writing that any amount that is payable under this Agreement is due and payable in full within 45 days and this Agreement is terminated.

It is agreed by the parties that the provisions of this Agreement provide for reasonable and sufficient notice to be given to the Sub-recipient in case of the Sub-recipient's failure to comply

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

with any of its covenants and that this notice is sufficient for the Sub-recipient to rectify its actions or inactions of default.

The waiver by the <ENTER TRIBAL GOVERNMENT NAME> of any default by the Sub-recipient does not constitute a waiver of a continuing breach or a waiver of a subsequent breach. Any agreement contrary to this Agreement is not binding upon either party unless it is in writing and signed by both parties.

P. CONSTRUCTION AND VENUE.

This Agreement will be construed under and governed by the laws of the State of Montana. The <ENTER TRIBAL GOVERNMENT NAME> and the Sub-recipient agree that performance of this Agreement is in the County of <ENTER COUNTY>, State of Montana and that in the event of litigation concerning it, venue is in the District Court of the ____th Judicial District in and for the County of _____, Montana.

Q. ELIGIBILITY. The Sub-recipient certifies that the Sub-recipient's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in state-funded activities.

This Sub-recipient Agreement has been approved by The <ENTER TRIBAL GOVERNMENT NAME> Council Members via Resolution No. _____ .

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed.

<ENTER TRIBAL GOVERNMENT NAME>:

<SUB-RECIPIENT NAME>

(Name of Chair/President)

(Name of Director)

Date

Date

Attest:

Attest