



## Food Security Infrastructure Grant (FSIG)

**RFR Number: AGR-FSIG-FY25**

**For Fiscal Year 2025  
(July 1, 2024 to June 30, 2025)**

For the implementation of projects that ensure that farmers, fishermen, and other local food producers are better connected to a strong, resilient food system to help mitigate future food supply and distribution disruption, as well as ensuring that individuals and families throughout the Commonwealth have access to food, with a special focus on food that is produced locally and food that is equitably accessible.

**Applications must be received by**

**4:00 pm on Thursday, May 2<sup>nd</sup>, 2024**

**[www.mass.gov/how-to/apply-to-the-food-security-infrastructure-grant-fsig-program](http://www.mass.gov/how-to/apply-to-the-food-security-infrastructure-grant-fsig-program)**

**Proposals must be submitted as instructed on page 12 or they will  
not be accepted.**

**UPDATED 3/25/24**

**Page 2- Match Requirement**

**Page 8- Match**



Massachusetts Department of Agricultural Resources  
100 Cambridge Street, 9<sup>th</sup> Floor  
Boston, MA 02114

## GRANT OPPORTUNITY SUMMARY

<p><b>Executive Office of Energy &amp; Environmental Affairs</b></p> <p><b>Rebecca L. Tepper, Secretary</b></p> <p><b>Food Security Infrastructure Grant (FSIG) - RFR ID: AGR-FSIG-FY25</b></p>	
<b>Proposals Sought For:</b>	Projects to enhance equitable access to food for individuals and families throughout the Commonwealth, with a focus on food that is produced locally. The FSIG program ("Program") also seeks to ensure that farmers, fisherman, and other local food producers are better connected to markets in a strong, resilient food system, and that they have the infrastructure needed to produce and distribute healthy food efficiently and safely.
<b>Overview &amp; Goals:</b>	Providing greater, more equitable access to local food and strengthening the role of local food in the Commonwealth's food system is an important goal of the Program. Local food is defined through this Program as food which is grown/produced and distributed within the Commonwealth. The local food system is a network of consumers, workers, businesses, owners, and supporting organizations engaged in an array of activities, including fishing, farming, preparing, marketing, distributing, serving, and eating food. This network works to produce and distribute food that nourishes our communities, sustains businesses and workers, and supports responsible stewardship of our land, water, and other natural resources.
<b>Eligible Projects:</b>	Eligible projects must be capital improvements including the purchase of equipment and contracted labor costs in order to implement projects, or costs associated with planning and design directly related to capital projects that will allow applicants to strengthen and improve the resiliency of the Commonwealth's food system while allowing greater access to fresh, local food in a way that addresses systemic inequities (see further details on Eligible Projects in Section 3).
<b>Eligible Applicants:</b>	<p>Applicants may be individuals, for-profit, or non-profit entities. Municipalities and other governmental entities may also be eligible to apply, provided all necessary requirements to submit an application can be met, the ability to utilize funding can be demonstrated, and the entity has the ability to enter into a contract with MDAR (see further details in Section 2).</p> <p>Section I: Applicant must be an agricultural operation as defined by M.G.L. c. 128, Section 1A that is principally and substantially engaged in the business of Production Agriculture which is farming that focuses on agricultural production that will ultimately be sold in the retail market rather than for subsistence purposes ("Production Agriculture").</p> <p>Section II: Applicant must play a role in addressing food access and/or improving and strengthening the resiliency of the Commonwealth's local food system.</p>
<b>Application Deadline:</b>	Applications must be submitted online by 4:00pm on Thursday, May 2 <sup>nd</sup> , 2024 (see further details in Section 7).
<b>Funding Availability:</b>	This call for grant proposals is subject to and contingent upon the availability of funds. Funding is anticipated to be awarded in amounts up to \$500,000 (see further details in Section 4).
<b>Match Requirement:</b>	Applicants requesting over \$25,000 are required to demonstrate a <del>minimum of</del> 25% cash-match of total project costs (see further details in Section 4D).
<b>Duration of Contract:</b>	Contract end date is June 30, 2025 for all contracts issued pursuant to this RFR, with no extensions.
<b>Contact Information:</b>	<a href="mailto:FSIGgrant@mass.gov">FSIGgrant@mass.gov</a>

# 1. INTRODUCTION

*Food Security is defined as access, by all people at all times, to enough food for an active, healthy life (USDA, 2020).*

The Massachusetts Department of Agricultural Resources (“Department” or “MDAR”) in coordination with the Executive Office of Energy and Environmental Affairs, and other state agencies is pleased to announce this opportunity for funding from the **Food Security Infrastructure Grant Program (“FSIG” or “Program”)**. The Program seeks to ensure that farmers, commercial fishermen, and other local food producers are better engaged with a strong, resilient food system to help mitigate food supply and distribution disruptions, as well as to ensure that individuals and families throughout the Commonwealth have equitable access to food, with a focus on food that is produced locally.

Eligible grantees include applicants that are part of the Massachusetts local food system including producers, processors, and distributors; emergency food distributors; community and food organizations; school meal programs (including summer meal sponsors); urban farms and community gardens; and nonprofit food security organizations. Applicants may be those representing farms, small, independent grocery stores, food banks, commercial fishing operations, seafood dealers and processors, and other food system businesses or organizations focused on addressing food access and/or improving and strengthening the resiliency of the Commonwealth’s food system by increasing distribution of Locally Grown Food.

For the purposes of this RFR, ‘Locally Grown Food’ refers to food grown/produced and distributed in Massachusetts, and ‘Production Agriculture’ is farming as defined by M.G.L. c. 128, Section 1A that focuses on agricultural production that will ultimately be sold in the retail market and not for subsistence purposes.

## 2. APPLICANTS

### 2A. Eligible Applicants

Eligible applicants must be defined in one of the categories below and have been in operation for a minimum of three years and must have the ability to enter a legally binding agreement with the Commonwealth.

**Applicants are broken into two categories:**

<b>Part I: Agriculture</b>	Applicant must be an agricultural operation as defined by M.G.L. c. 128, Section 1A that is principally and substantially engaged in the business of Production Agriculture, that has been in a business for a minimum of three years.
<b>Part II: Local Food System</b>	<p>Applicant must be a part of the local food system focused on addressing food access and/or improving and strengthening the resiliency of the Commonwealth’s food system as determined by the Department and must have been in business for a minimum of three years.</p> <p>This includes, but is not limited to, the following:</p> <ul style="list-style-type: none"><li>• Farmers Markets</li><li>• Food Banks and Food Pantries</li><li>• Food System Organizations</li><li>• Massachusetts Food System Access Points/Retailers</li><li>• Non-Profit Organizations</li><li>• Distribution and Transportation</li><li>• Municipalities and School Districts</li><li>• Colleges and Universities</li><li>• Community Organizations and services (including summer meal sites)</li><li>• Emergency Food Distribution Network</li><li>• Seafood Businesses (including not-for profit) as defined by M.G.L. c. 130, Section 80</li><li>• Seafood Dealers and Processors</li><li>• Fisheries and Commercial Fishermen</li><li>• Slaughterhouses</li><li>• Value-Added food producers (must identify MA-grown components)</li><li>• Small, independent grocery stores</li><li>• Partnerships and collaborations among multiple sectors</li></ul>

## 2B. Size of Operation

There is no minimum acreage or size requirement. Projects that demonstrate that they will provide the most state benefits per grant dollar requested are more likely to receive funding.

## 2C. Leased Property

If the proposed project is on a property not owned by the applicant, a lease agreement must demonstrate a long-term, legal right to use the property by the applicant. This typically means a lease agreement for not less than three years from the date a response is submitted. The proposed project must also be allowed under the terms of the lease agreement. MDAR may request a copy of the lease agreement as part of its review.

## 2D. Previously Funded Applicants

Applicants that have not previously been funded under FSIG will be prioritized for funding. Applicants that have been funded through previous rounds of FSIG for a total amount larger than \$1,000,000 are not eligible for consideration under this round of funding.

## 2E. Applicants with an Agricultural Preservation Restriction (APR)

Before applying to the Program, APR landowners should consult with the APR Program to determine if there are any requirements that apply to the proposed project under the terms of their APR. APR applicants must obtain, or be in the advanced stages of receiving, all approvals required under their APR and must be in compliance with the terms of the APR or resolve any outstanding compliance or legal issues with MDAR prior to submitting their proposal. Failure to do so will render proposals ineligible. The APR Program is not able to provide technical assistance with the development or drafting of any proposal. To find your APR contact, please call or email Jill Ward at [jill.ward@mass.gov](mailto:jill.ward@mass.gov) or (413) 726-2011.

## 2F. Environmental Justice Policy

For the purposes of this RFR, "Environmental Justice" is based on the principle that all people have a right to be protected from environmental hazards and to live in and enjoy a clean and healthful environment regardless of race, color, national origin, income, or English language proficiency. Environmental justice is the equal protection and meaningful involvement of all people and communities with respect to the development, implementation, and enforcement of energy, climate change, and environmental laws, regulations, and policies and the equitable distribution of energy and environmental benefits and burdens.

For more information, please review the [Environmental Justice Policy](#) in Attachment B of this RFR. We also encourage you to complete the [Environmental Justice Questions](#) form as part of the online application.

### 3. PROJECTS

Eligible projects must be capital improvements including the purchase of equipment and contracted labor costs in order to implement projects, or costs associated with planning and design directly related to capital projects, as listed below.

Eligible projects will support immediate and long-term needs of the Commonwealth's local food system, including, but not limited to, the following:

- Production, storage, and processing equipment to support or expand local food production and distribution;
- Facility adaptations and renovations to increase capacity;
- Information technology needs that make food production or distribution more efficient and equitable;
- Implementation of strategies including multi-sector collaborations that connect local food production with food insecure communities and residents and increase food equity for all residents; and
- Projects that intend to increase long-term resilience to climate change for food system enterprises.

#### A. PART I: AGRICULTURE

Examples of projects are listed below. Projects that still meet Program goals but are not listed below **will still** be considered in the review process.

	Example Projects
Production	<ul style="list-style-type: none"><li>• Production equipment</li><li>• Equipment and infrastructure for urban agriculture operations</li><li>• Season extension structures</li><li>• Water management systems to accommodate increased precipitation or drought conditions for the purpose of maintaining or increasing yields.</li><li>• Assistance in developing and implementing crop plans, farm production plans, or farm landscape plans that support the purchase of equipment needed for expansion into new crops to adapt to climate change and /or secure the local food supply.</li><li>• Engineering or site designs/plans to be developed to guide capital infrastructure projects to support new business models or enterprise or expansion into new markets and to adapt and secure the local food supply.</li></ul>
Processing	<ul style="list-style-type: none"><li>• Washing, packing, sorting equipment</li><li>• Post-harvest processing equipment</li><li>• Dairy and meat processing equipment</li><li>• Value-added equipment and infrastructure</li></ul>
Distribution	<ul style="list-style-type: none"><li>• Refrigerated delivery vehicles</li><li>• Cold storage that increases on-farm food storage and reduce post-harvest losses</li><li>• Aquaculture equipment</li><li>• Infrastructure projects</li></ul>

## B. PART II: LOCAL FOOD SYSTEM

Examples of projects are listed below. Projects that still meet Program goals but are not listed below **will still** be considered in the review process.

	Example Projects
Production	<ul style="list-style-type: none"><li>• Food production equipment and infrastructure for non-agricultural entities</li></ul>
Processing	<ul style="list-style-type: none"><li>• Fish processing and packing equipment</li><li>• Food waste management equipment</li><li>• Construction of food processing facilities</li><li>• Commercial kitchen infrastructure and equipment</li><li>• Slaughterhouse infrastructure and equipment</li></ul>
Distribution	<ul style="list-style-type: none"><li>• Delivery vehicles and equipment</li><li>• Food storage</li></ul>

### 3C. Ineligible Expenditures

The following are ineligible expenditures and may not be included as part of any funding requested:

- Labor performed by owners or employees of the business or agricultural operation in completing the proposed project is not an eligible reimbursement expense.
- Non-labor costs (e.g., management) and fees associated with project oversight, consultations, and administration costs.
- Projects requesting funding for used equipment and/or materials.
- Projects requesting funding for work that has been started or been completed for which the applicant seeks reimbursement.
- All projects involving marijuana and hemp.
- Any costs associated with proposals from applicants whose operation is out of compliance with any federal, state, or local laws or regulations.
- Any costs associated with proposals from applicants that do not meet eligibility requirements listed in Section 2A.
- Subscription based services (i.e.: monthly costs for software).
- Seed costs (including aquaculture seed)
- Costs for extended warranties.
- Costs associated with disposable goods, packaging materials, or consumables.
- Costs of purchasing food.
- Costs associated with marketing materials, signage, vehicle graphics, or advertising.
- Real estate and land purchase.
- Renewable energy projects including solar photovoltaics, geothermal, and wind projects.
- Multiple proposals. Only one proposal will be considered per applicant.
- Permitting and approval fees.

## 4. FUNDING AVAILABILITY, BUDGETING GUIDELINES, & ALLOWABLE EXPENDITURES

### 4A. Maximum Funding

Each applicant must submit a proposal and budget requesting not more than the amount specified under the section being applied for:

<b>Part I: Agriculture</b>	Maximum funding per applicant \$500,000.
<b>Part II: Local Food System</b>	Maximum funding per applicant \$500,000.

- All funding is subject to appropriation.
- Each award is limited to one operation based on one submitted application using a unique tax identification number.
- As MDAR would like to fund as many eligible projects as possible, MDAR encourages projects requesting less than the maximums stated.
- MDAR reserves the right to offer an award amount different than the amount requested and may fund only portions of projects if such funding is in the best interest of the Commonwealth.
- Funding requests can be for components of a larger project. However, an applicant must demonstrate that the result of such a request will result in a complete functional and operable system.
- All projects funded must be maintained by the applicant for the duration of time set forth in a contract with MDAR. Projects or rights under any contract may not be assigned or transferred. In the event that a funded project is sold or no longer continued by the applicant, as set forth in the contract, any funds provided by MDAR for the project may be subject to repayment.

### 4B. Appropriation

- Proposals are expected to vary in the amount of funding requested based on the anticipated activity. Funds would need to be used consistent with Chapter 102, Section 2A of the Acts of 2021 (An Act Relative to Immediate Covid-19 Recovery Needs) and Chapter 268, Section 2A of the Acts of 2022 Relating to Economic Growth and Relief for the Commonwealth. Note that application of funds from Chapter 102, Acts of 2021 to grant programs is at the discretion of the Secretary.
- The Food Security Infrastructure Grant Program is partially funded by coronavirus state fiscal recovery fund monies received from the U.S. Department of the Treasury under Section 9901 of the federal American Rescue Plan Act of 2021, 42 U.S.C. 802 ("ARPA"). This Program is authorized in Chapter 268, §2A of the Acts of 2022. As a federally funded Program, funds are subject to 2 CFR Part 200 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19. All grant recipients will be required to comply with all relevant federal law. Applicants should read and understand the compliance responsibilities described in Attachment D, "Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum" prior to applying for this grant opportunity.
- All contracts shall be subject to available funding, whether through the appropriation and authorization of sufficient funds or the receipt of sufficient revenues. If available funding ceases for any reason, a contract shall be deemed under suspension and contract performance must halt. A contractor will not be entitled to compensation for any performance provided during the period of contract suspension. MDAR may lift the suspension if available funding is received. In the absence of foreseeable available funding, MDAR may terminate the contract.

## 4C. Budgeting Guidelines

- Proposals must include an adequate budget for the proposed project as outlined in Attachment A. Applicants must provide quotes from vendors or contractors as part of their applications.
- MDAR has the option to negotiate the budget and award amount before entering into a contract with the applicant and may fund only portions of the proposed project.
- As this is a reimbursement program, applicants who demonstrate having the balance of funding needed to implement the proposed project by providing bank credit reference letters, line of credit reference letters, demonstration of other grant funds for the project, or an executed loan will receive additional points in the review. MDAR may consider additional information provided by an applicant to demonstrate the ability to fund the project.

## 4D. Match

Applicants are required to contribute a minimum of the match listed below. The ability to contribute the cost share commitment must be demonstrated as part of the response.



Section I: Agriculture	Maximum Funding	Match
	\$0 - \$24,999	0%
	\$25,000 - <del>\$49,999</del> \$500,000	<del>20%</del> 25%
	<del>\$50,000 - \$249,999</del>	<del>30%</del>
	<del>\$250,000 - \$500,000</del>	<del>40%</del>
Section II: Local Food System	Maximum Funding	Match
	\$0 - \$24,999	0%
	\$25,000 - <del>\$49,999</del> \$500,000	<del>20%</del> 25%
	<del>\$50,000 - \$249,999</del>	<del>30%</del>
	<del>\$250,000 - \$500,000</del>	<del>40%</del>

# 5. PROJECT TERMS

## 5A. Terms

If awarded, all projects will be required to execute and abide by the standard Commonwealth of Massachusetts Terms and Conditions. In addition, all final contracts are subject to successful negotiation of a Final Scope of Services. No project may commence until a contract has been executed by all parties and any work performed prior to the execution of any contract will be ineligible for reimbursement under the Program. Please note that MDAR does not guarantee that any contract may result or that any particular funding level will be awarded from this RFR. It is anticipated that projects can commence immediately upon contract execution. A contract is considered fully executed once signed by both parties.



## 5B. Review Process

MDAR cannot assist in the preparation of grant applications. In order to maintain integrity of the competitive grant process, MDAR is unable to advise and/or provide individuals with any information regarding specific applications during the solicitation process. Scoring will be performed by a grant review committee led by MDAR and which may include staff from other state agencies with relevant knowledge and oversight of the proposals' subject matter.

There will be two steps of review following the grant application period.

**Step I:** An initial review to evaluate eligibility and completeness to determine if all required information is provided. The application will then be reviewed by a grant review committee led by MDAR and which may include staff from other state agencies with relevant knowledge and oversight of the proposals' subject matter, and a point score will be given based on the criteria listed in Evaluation Criteria, Section 5C.

**Step II:** All projects which are favorably reviewed in Step I may require a site visit prior to final award determinations being made. A favorable initial evaluation and field visit DOES NOT guarantee funding for a proposed project. The purposes of the site visit are as follows:

- To verify the information presented in the proposal;
- To view the operation and assess the project request;
- To determine the appropriateness of the practice proposed for the operation;
- To confirm the ability to implement and maintain the practice;
- To explore other items deemed necessary; and
- To develop a basis for future 'before and after' comparisons.
- MDAR staff may modify the scope of the proposed project to more effectively achieve program goals.
- MDAR may request additional project information.

## 5C. Review Criteria

### All Proposals

- Potential Impact to the Commonwealth's Food System: Applicant should demonstrate how this project will impact food production, sourcing, packaging, transportation, access, and distribution within the Commonwealth.
- Massachusetts Local Food Action Plan: Proposals that seek to achieve the objectives identified in the Plan [<https://www.mass.gov/info-details/ma-local-food-action-plan>] will receive additional consideration.
- Demonstrated Project Impact: The applicant is able to quantify and demonstrate the impact this project will have on their business or organization, through efficiencies, increased production, increased income, or meeting similar goals to justify investment by the Commonwealth.
- Ability to Ensure Equity: The applicant is able to show how the proposed project will increase equitable access to food, particularly healthy local food for residents of the Commonwealth who have historically experienced food insecurity and lack access to local food options and culturally relevant food particularly for communities of color, Gateway Cities, low-income residents, and environmental justice neighborhoods.
  - In Massachusetts, an environmental justice population is a neighborhood where one or more of the following criteria are true:
    1. The annual median household income is 65 percent or less of the statewide annual median household income
    2. Minorities make up 40 percent or more of the population
    3. 25 percent or more of households identify as speaking English less than "very well"
    4. Minorities make up 25 percent or more of the population and the annual median household income of the municipality in which the neighborhood is located does not exceed 150 percent of the statewide annual median household income.
- Environmental Impact: Priority will be given to project proposals that incorporate climate change initiatives.
- Readiness/Feasibility of Implementation: Applicant has demonstrated capacity and ability to administer project of the type, scope, and value described in the RFR. Proposal demonstrates a realistic opportunity to be a successful implementation based on the scope, budget, team members, permits, and timeline.

- Feasibility of Request: Requests that demonstrate providing the most state benefits per grant dollar requested in relation to applicants' gross income/annual operating budget.
- Business Plan: Applicants that provide a business plan that was created or updated within the last three years and indicates the impact of this project will receive additional points in the review.

## **Part I: Agriculture**

- Ability to Address Food Insecurity: The project will help connect local agricultural to food insecurity by increasing the levels of production, storage and distribution of locally grown food, ensuring stronger long-term access to food for all residents.
- Regional Economic Impact – The applicant demonstrates that proposed project will have a positive impact on the regional agricultural economy and food system through collaboration with other farms in the projects' use or operation; or by initiating or increasing the purchase or sales of farm products from/to other farms and food businesses in Massachusetts; or resulting in an increase in employment.

## **Part II: Local Food System**

- Collaboration: The project will include multi-sector collaboration and cooperation to successfully address inequities and have a greater impact on strengthening the food system as a whole. Applicants must specify the lead entity for contracting purposes.
- Ability to Address Demonstrated Food Insecurity Challenge: The project will help connect the local food system to communities and residents facing food insecurity, helping to alleviate immediate needs and ensuring stronger long-term access to food for all residents.

## **5D. Duration of Contracts**

All projects must be completed by June 30, 2025, with no options for extensions.

# **6. DELIVERABLES, OWNERSHIP, AND CREDIT DUE**

## **6A. Installation Standards & Permits**

- The funded contractual activity will be evaluated prior to full reimbursement. Work will be evaluated for satisfactory completion and compliance with standards. Spot inspections may be conducted at MDAR's discretion on all work for the life of the project. Only work that satisfies the terms and conditions for this RFR, contract, and any other instructions by MDAR shall be eligible for reimbursement.
- Proposals which are favorably reviewed and awarded a contract must apply for and receive all required permits, licenses, and any other federal, state, or local approvals necessary for the project prior to any reimbursement from MDAR. Failure to obtain or remain in compliance with any federal, state, or local approvals (including but not limited to, permits, licenses, regulations, ordinances, bylaws, or regulations) necessary for the project may result in termination of the contract.
- All construction shall be completed and installed in accordance with all applicable federal, state, and local codes, ordinances, and regulations. The applicant is solely responsible for obtaining any necessary permits, licenses, or other approvals required by law.
- MDAR may require verification of market agreements prior to or during contracting.
- MDAR must be granted access to any location where any part of the project is occurring throughout the duration of the contract and prior to any final payment. Whenever possible, reasonable notice will be given to the applicant prior to any MDAR site visit.

## 6B. Reporting

- All grant recipients will be required to collect and provide certain programmatic data to MDAR as an element of the grant contract. This data will support the Commonwealth's compliance with ARPA requirements. Due to the large number of eligible application types, data requirements will be determined on a case-by-case basis for each grant awardee during contracting. Failure to collect and provide the required data to MDAR will be considered a breach of contract and may result in forfeiture of the grant award or other actions.
- At the request of the Department, awardees shall submit progress reports until project completion. These progress reports will include a summary of tasks achieved at the time of the request and include any public outreach materials created during that time.
- If requested, monthly and final report templates will be provided by the Department to awardees.
- Additional reporting and deliverable specifics will be defined in the grant contract.
- Grantees must also submit a final report upon project completion. Upon receipt of all required deliverables the grantee will be reimbursed for the balance of any grant funds outstanding.
- MDAR may partner with a third party in the administration of the Program. As a result, certain requirements and forms identified in this RFR are subject to modification.

## 6C. Invoicing

- Once the contract is fully executed, itemized invoices must be submitted to MDAR for reimbursement after approved items are paid in full and are in the awardee's possession. Only work completed during the period of the executed grant contract will be eligible for reimbursement. Each reimbursement request must be accompanied by a cover letter signed by the contract's authorized signatory, relevant vendor invoices, proof of payment of invoices, and photos of project progress. Proof of payment can include cancelled checks, bank or credit card statements, receipts, and/or bank checks. After MDAR approves the request, payment to awardees may take up to 60 days to process.
- Satisfactory documentation in the form of cancelled checks, receipts, invoices, etc. for costs associated with approved projects must be submitted to MDAR and approved prior to reimbursement.

## 6D. Produce Farm Registration

All responses and information submitted in response to this RFR from applicants engaged in Production Agriculture are subject to registration under Produce Safety & Market Access 330 CMR 34.03, regardless of whether the farm is a Covered Farm or a Non-Covered Farm as defined in the regulation. Registration will be included as a condition of funding in any contract. More information on MDAR's Produce Safety Program can be found here:

[www.mass.gov/produce-safety-program](http://www.mass.gov/produce-safety-program).

## 6. Public Records

All responses and information submitted in response to this RFR are subject to the Massachusetts Public Record Law, M.G.L. c. 66, Sec. 10, and M.G.L. c. 4, Sec. 7(26).

## 7. INSTRUCTIONS FOR APPLICATION SUBMISSIONS

### 7A. Application Submission Instructions

All applications must be submitted through the following website: [www.mass.gov/how-to/apply-to-the-food-security-infrastructure-grant-fsig-program](http://www.mass.gov/how-to/apply-to-the-food-security-infrastructure-grant-fsig-program). Applications submitted in any other format will not be accepted. Additional documentation must be submitted by email to [FSIGGrant@mass.gov](mailto:FSIGGrant@mass.gov).

**Applications must be received by MDAR by 4:00 PM on Thursday, May 2<sup>nd</sup>, 2024.**

This RFR does not allow for the submission of hard copy or emails of the application. All Bidders are advised to allow adequate time for submission of their proposal by considering potential online impediments like internet traffic, internet connection speed, file size, and file volume.

MDAR is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via email will be deemed received by the time indicated by MDAR's OUTLOOK system clock which is considered the official time of record and which may be different than the time sent by the Bidder.

**REASONABLE ACCOMMODATION:** Applicants that seek a reasonable accommodation, which may include the receipt of the call for application information in an alternative format, must communicate such requests in writing to the Grant Manager at [FSIGGrant@mass.gov](mailto:FSIGGrant@mass.gov), no later than 4:00 p.m. on **Friday, April 19<sup>th</sup>, 2024**.

### 7B. Additional Application Documentation

#### Part I: Agriculture

- Balance of funding needed to implement the proposed project by providing bank credit reference letters, line of credit reference letters, demonstration of other grant funds for the project, or an executed loan will receive additional points in the review (See Section 4C).
- Vendor or contractor quotes (See Section 4C).
- If applicable, a business plan created or updated within the past three years.

#### Part II: Local Food System

- Balance of funding needed to implement the proposed project by providing bank credit reference letters, line of credit reference letters, demonstration of other grant funds for the project, or an executed loan will receive additional points in the review (See Section 4C).
- Vendor or contractor quotes (See Section 4C).
- Letters of support.
- If applicable, letters of collaboration.
- If applicable, a business plan created or updated within the past three years.

### 7C. Additional Contract Documentation

If selected, the Respondent will be required to submit the following forms to complete the contract:

- Commonwealth Standard Contract Form with Commonwealth Terms & Conditions filled out and signed by the Respondent
- Scope and Budget Form
- Commonwealth W-9 tax information form filled out and signed by the Respondent
- Completed Contractor Authorized Signature Verification Form
- Completed Electronic Funds Transfer Form
- These forms do not need to be completed as part of the response. Assistance to complete these forms will be provided to Respondents selected to participate in the Program. These forms are available for review at [www.mass.gov/osd](http://www.mass.gov/osd) or by request.

## 8. DEADLINES & PROCUREMENT CALENDAR

Release of RFR	Friday, March 7 <sup>th</sup> , 2024
Application Due Date	Applications must be received by 4:00 PM on Thursday, May 2 <sup>nd</sup> , 2024.
Estimated Award Date	September 2024
Estimated Contract Start Date	September 2024. Notwithstanding any verbal representations by the parties, or an earlier start date listed in the Standard Contract Form, and only after an award is issued and a final scope of services has been negotiated, the effective start date of a contract shall be the latest of the following dates: the date the Standard Contract Form has been executed by an authorized signatory of the contractor and the procuring department; the date of secretariat or other approval(s) required by law or regulation; or a later date specified in the Standard Contract Form.

## 9. MISCELLANEOUS

Type of Procurement	Reimbursement Grant
Use of This Procurement by Single or Multiple Departments	This RFR is a single department procurement. All contracts awarded under this RFR will be utilized only by MDAR.
Request for Single or Multiple Contractors	Multiple Contractors
Bidders Conference	None. Please submit questions by email to: <a href="mailto:FSIGgrant@mass.gov">FSIGgrant@mass.gov</a> . <b>The deadline for questions is 4:00 P.M. on Friday, March 29<sup>th</sup>, 2024.</b> Answers to questions will be posted on the <a href="#">FSIG website</a> .
RFR Distribution Method	<p>This RFR has been distributed by MDAR's Farm and Market Newsletter, posted to the program's website at <a href="http://www.mass.gov/agr">www.mass.gov/agr</a>, and by a distribution list of requested applicants.</p> <p>This RFR has been distributed electronically via COMMBUYS. It is the responsibility of every applicant to check COMMBUYS for any addenda or modifications to an RFR to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to applicants who fail to check for amended RFRs and submit inadequate or incorrect responses. Potential Respondents are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure they have the most recent RFR files.</p> <p>Respondents may not alter RFR language or any RFR component files. Those submitting a proposal must respond in accordance to the RFR directions and complete only those sections that prompt a Respondent for a response. Modifications to the body of this RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited. Any unauthorized alterations will disqualify response.</p>
List of Attachments	<ul style="list-style-type: none"> <li>A. Application Form</li> <li>B. Environmental Justice Policy &amp; Questions</li> <li>C. RFR Required Specifications</li> <li>D. Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum</li> </ul>

## ATTACHMENT A

### FOOD SECURITY INFRASTRUCTURE GRANT (FSIG) GRANT RESPONSE FORM (FY 2025)

#### 1. Operation Information

**Applicant Name:** First Name  Last Name

**Project Manager:** First Name  Last Name

**Operation Name:**

**Legal Structure:** ☐ Sole Proprietor ☐ Corporation ☐ Partnership ☐ LLC ☐ Other \_\_\_\_\_

**Mailing Address:**

**City, State, Zip:**

**County:**

**Home Phone:**  **Mobile Phone:**

**E-Mail:**  **Website:**

☐ Site address is the same

**Site Address**

**Site City, State, Zip**

**Is your organization any of the following:**

☐ Minority-owned ☐ Woman-owned ☐ Black, Indigenous, People of Color (BIPOC)-owned ☐ Veteran-owned

☐ Disability-owned ☐ LGBTQIA+-owned ☐ Prefer not to answer ☐ None of the above

State what you are applying for under the FSIG Program:

**What sector is your organization in the larger food system?**

Part I: ☐ Agricultural Operation

Part II: ☐ Local Food System

## **|| PART I – AGRICULTURE**

## 1. Operation Details

I am a farmer as identified in MGL Chapter 128, Sec. 1A: ☐ Yes ☐ No

How many years have you been in business?

Estimated Total Sales: ☐ \$0 - \$24,999 ☐ \$25,000 - \$249,999 ☐ \$250,000 - \$499,999 ☐ \$500,000 +

Gross Sales: ☐ \$10,000 - \$39,999 ☐ \$40,000 - \$149,999 ☐ \$150,000 +

Is the applicant's primary income from the sales of the organization's agricultural products? ☐ Yes ☐ No

Type of Operation: ☐ Produce ☐ Beef ☐ Dairy ☐ Greenhouse ☐ Nursery ☐ Cranberry ☐ Maple  
☐ Vineyard ☐ Sheep/Goats ☐ Livestock Other ☐ Aquaculture ☐ Other: \_\_\_\_\_

Acreage: Owned  Leased  In Production

Is the site address for the proposed project leased? ☐ Yes ☐ No If yes, when does the lease end?

## 2. Involvement with Other Programs

My operation has an Agricultural Preservation Restriction (APR): ☐ Yes ☐ No

APR Contact Person:

This project will be implemented on APR Restricted Land: ☐ Yes ☐ No

I have contacted the APR Program to determine if this proposal needs a Certificate of Approval (COA): ☐ Yes ☐ No

This project needs an approval from the APR Program: ☐ Yes ☐ No

Year the APR was recorded:  Name on APR:

I have applied to another grant program for costs associated with this project: ☐ Yes ☐ No

Name of grant:



### 3. Operation Overview

Provide a brief overview of your operation and its role in the Commonwealth's food system.

### 4. Project Details

Describe your proposed project and its impact on the Commonwealth's food system and regional agricultural economy. This should include current levels of production and how the proposed project will impact future production levels, improvements to storage capacity, and/or distribution of locally grown food. Describe if your proposed project will involve collaboration with other farms, will increase the purchase or sales of farm products from/to other farms or food business, or result in an increase in employment. If known, provide an estimate of how many people your organization serves monthly and projected increases by implementing this project.

## 5. Project Need:

Describe and quantify how this project will improve sustainability and productivity for your operation. This should include the economic impact on your organization. Summarize the need for this project and present a plan for evaluating and measuring the success of the proposed project.

## 6. Marketing

**What is the current % breakdown between wholesale (sales to distributor, restaurants, stores) and retail sales (directly to customers) of your products?**

Wholesale  %

Retail  %

**How are your agricultural products marketed?** *(check all that apply)*

☐ Distributor

☐ Stores

☐ Restaurants

☐ Farm stand or Farm store

☐ Pick-Your-Own

☐ CSA – number of shares?

☐ Farmers markets – number of markets?

☐ Other: please describe

Is there a value-added operation? Yes ☐ No ☐

If Yes, please describe:

Check all counties your production is distributed to:

(list counties)

What is the estimated production that is distributed out of state?

%

Does any of your production reach environmental justice populations? If yes, please describe:

Does your organization accept SNAP? If yes, provide your FNS Number:

## 7. Climate Change

Describe how your operation has been impacted by a changing climate and if this proposed project incorporates any climate change initiatives such as energy saving equipment, or if the proposed project will offset any of the negative effects of a changing climate such as impacts by flooding or droughts.

## 8. Massachusetts Local Action Food Plan

Describe how your proposed project seeks to achieve the objectives identified in the [Massachusetts Local Action Food Plan](#). Identify the sector goal(s) and recommendation(s) your project aligns with.

## 9. Timeline:

Provide a task-by-task description of each major element of the proposed project and a timeline indicating anticipated start date and completion dates.

## 10. Team Members:

List team members and their capacity to achieve the goals of the proposed project.

## 11. Warranties, Ongoing Operations & Maintenance, and Permits:

Provide a list of all project warranties and guarantees. Provide operation and maintenance necessary to maintain equipment. List any state, local or federal permits or approvals that will be necessary for you to implement this project.

Does your proposed project require any permits to implement the project?  
If so, please list them.

☐ Yes ☐ No

Describe the anticipated lifespan of the proposed project and how it will be maintained for maximum longevity:

Does your proposed project come with any warranties and/or guarantees?  
If so, please list them.

☐ Yes ☐ No

## 11. Budget:

Materials				
	Description	Amount	Qty	Total Costs
1				
2				
3				
4				
Contractual Costs/Labor (expenses for services performed by someone other than the applicant)				
	Description	Rate	Hours	Total Costs
1				
2				
3				
Equipment (Equipment to be purchased under the FSIG grant)				
	Description	Amount	Qty	Total Costs
1				
2				
3				
Equipment Rental (Rented equipment required to complete the project)				
	Description	Rate	Hours	Total Costs
1				
2				
Other Costs				
	Description	Amount	Qty	Total Costs
1				
2				
3				
4				
Total Project Costs:				\$
Applicant Amount (see Match Requirements in Section 4D):				\$
Eligible Request (Total Project Costs minus Applicant Amount):				\$

### 13. Amount Requested:

State your requested funding request. MDAR has the option to negotiate the requested amount before entering into a contract with the applicant. Any project costs incurred prior to an executed contract with MDAR are not eligible for reimbursement from MDAR.

**Amount Requested Through FSIG Grant:**

\$

### 14. Attestation:

By signing this application, you attest all statements herein are accurate and true. By signing this application, you give permission to have a site visit by MDAR staff which may be necessary before a funding decision is made. All site visits will be arranged with you in advance.

**Signature**

**Date**

**Print Name**

This round of the Food Security Infrastructure Grant Program will be funded partially by federal funds. Grant recipients are required to be eligible to receive federal funds and will be required to comply with all relevant federal regulations. Please see the RFR documents for additional information.

☐ I have read and will comply with the terms of the "Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum" and 2 CFR 200, the "Uniform Guidance"

☐ I attest that no one in the organization has been disbarred or suspended according to 31 CFR Part 19, Subpart I

## **|| PART II – LOCAL FOOD SYSTEM**

## 1. Operation Details

Type of Operation:	<input type="checkbox"/> Farmers Market	<input type="checkbox"/> Food Bank or Pantry	<input type="checkbox"/> Food System Organization	<input type="checkbox"/> Non-Profit
	<input type="checkbox"/> College or University	<input type="checkbox"/> School District	<input type="checkbox"/> Community Organization	<input type="checkbox"/> Seafood Business
	<input type="checkbox"/> Municipality	<input type="checkbox"/> Other	<input type="checkbox"/> Fisheries/Commercial Fishermen	<input type="checkbox"/> Slaughterhouse
	<input type="checkbox"/> Value-Added			

How many years have you been in business?

Annual Operating Budget:

Is the site address for the proposed project leased? ☐ Yes ☐ No

If yes, when does the lease end?

I have applied to another grant program for costs associated with this project:

☐ Yes ☐ No

Name of grant:

## 2. Operation Overview

Provide a brief overview of your operation and its role in the Commonwealth's food system.



### 3. Project Details

Describe your proposed project and how it will impact production, sourcing, packaging, transportation, or distribution to strengthen and improve the resiliency of the Commonwealth's food system. This should include how your organization or services directly connect communities who are facing food insecurity to fresh, locally produced food. Specifically, to residents of the Commonwealth who have historically experienced food insecurity, particularly communities of color, low-income communities, and/or Gateway Cities. Describe the specific measures or logistics your organization will put in place to meet this need.

### 4. Project Need

Describe how this project will improve sustainability and productivity for your operation. This should include the economic impact on your organization as well as the Commonwealth's food system. Summarize the need for this project and present a plan for evaluating and measuring the success of the proposed project.

## 5. Processing & Distribution

Check all the channels through which you distribute:

☐ Grocery Stores   ☐ Food Pantry   ☐ Schools   ☐ Restaurants   ☐ Specialty Food   ☐ Direct to Consumer

☐ Other: Please list

Are there municipal, community, or private partners involved in the implementation of your project? ☐ Yes ☐ No  
(Attach letters of support – letters sent after the due date will not be accepted)

Will your project incorporate multi-sector collaboration (example, school and farm partnership) to successfully address inequalities and have a greater impact on strengthening the food system as a whole? ☐ Yes ☐ No  
If yes, describe the collaboration and attached letters of support.

Check all counties your production is distributed to:

Estimate how many people your organization serves monthly:

Does your organization or services serve environmental justice populations? If yes, please describe:

Does your organization accept SNAP? If yes, provide your FNS Number:

## 6. Climate Change

Describe If your proposed project will incorporate any climate change initiatives such as energy saving equipment.

## 7. Massachusetts Local Action Food Plan

Describe how your proposed project seeks to achieve the objectives identified in the [Massachusetts Local Action Food Plan](#). Identify the sector goal(s) and recommendation(s) your project aligns with.

## 8. Timeline:

Provide a task-by-task description of each major element of the proposed project and a timeline indicating anticipated start date and completion dates.

## 9. Team Members:

List team members and their capacity to achieve the goals of the proposed project.

## 10. Warranties, Ongoing Operations & Maintenance, and Permits:

Provide a list of all project warranties and guarantees. Provide operation and maintenance necessary to maintain equipment. List any state, local or federal permits or approvals that will be necessary for you to implement this project.

Does your proposed project require any permits to implement the project?  
If so, please list them.

☐ Yes ☐ No

Describe the anticipated lifespan of the proposed project and how it will be maintained for maximum longevity:

Does your proposed project come with any warranties and/or guarantees?  
If so, please list them.

☐ Yes ☐ No

## 11. Budget:

Materials				
	Description	Amount	Qty	Total Costs
1				
2				
3				
4				
Contractual Costs/Labor (expenses for services performed by someone other than the applicant)				
	Description	Rate	Hours	Total Costs
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Equipment (Equipment to be purchased under the FSIG grant)				
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	Description	Rate	Hours	Total Costs
1				
2				
Other Costs				
	Description	Amount	Qty	Total Costs
1				
2				
3				
4				
Total Project Costs:				\$
Applicant Amount (see Match Requirements in Section 4D):				\$
Eligible Request (Total Project Costs minus Applicant Amount):				\$

## 12. Amount Requested:

State your requested funding request. MDAR has the option to negotiate the requested amount before entering into a contract with the applicant. Any project costs incurred prior to an executed contract with MDAR are not eligible for reimbursement from MDAR.

**Amount Requested Through FSIG:**

\$

## 13. Attestation:

By signing this application, you attest all statements herein are accurate and true. By signing this application, you give permission to have a site visit by MDAR staff which may be necessary before a funding decision is made. All site visits will be arranged with you in advance.

**Signature**

**Date**

**Print Name**

This round of the Food Security Infrastructure Grant Program will be funded partially by federal funds. Grant recipients are required to be eligible to receive federal funds and will be required to comply with all relevant federal regulations. Please see the RFR documents for additional information.

☐ I have read and will comply with the terms of the "Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum" and 2 CFR 200, the "Uniform Guidance".

☐ I attest that no one in the organization has been disbarred or suspended according to 31 CFR Part 19, Subpart I

# ATTACHMENT B

## Environmental Justice Policy

For the purposes of this RFR, “Environmental Justice” is based on the principle that all people have a right to be protected from environmental hazards and to live in and enjoy a clean and healthful environment regardless of race, color, national origin, income, or English language proficiency. Environmental justice is the equal protection and meaningful involvement of all people and communities with respect to the development, implementation, and enforcement of energy, climate change, and environmental laws, regulations, and policies and the equitable distribution of energy and environmental benefits and burdens.

While encouraged, the following questions are voluntary and will not impact eligibility. Answers to these questions help MDAR track progress towards the goals set forth in the [2021 Environmental Justice Policy](#), and the [2022 Environmental Justice Strategy](#), which require MDAR to a) report the amount of public funds used in Environmental Justice Communities, and b) track the number of new applicants for grant programs from Environmental Justice Communities and BIPOC Farmers. More information can be found in below. MDAR encourages stakeholders to provide feedback on the Environmental Justice Policy and Strategy, by visiting [mass.gov/environmental-justice](https://mass.gov/environmental-justice).

### Environmental Justice Questions *Answers to the following questions are optional. This information will not in any way affect your eligibility for MDAR programs and is used for statistical purposes only.*

Has the applicant applied for MDAR funding programs before this current application?

☐ Yes ☐ No ☐ I don't know

Has the applicant received funding from any MDAR funding programs?

☐ Yes ☐ No ☐ I don't know

#### Questions for Farmer or Individual Applicants:

A. Select one or more of the racial categories below:

☐ American Indian/Alaskan Native/Indigenous ☐ Black or African American ☐ Native Hawaiian or other Pacific Islander ☐ White  
☐ Asian/South Asian ☐ Middle Eastern or North African ☐ Other: \_\_\_\_\_ Please state with the understanding that the races above may not be reflective of everyone.

B. Select one or more of the ethnic categories below:

☐ Not Hispanic or Latino ☐ Hispanic or Latino ☐ Other: \_\_\_\_\_ Please state with the understanding that the races above may not be reflective of everyone.

C. Are any applicants a Historically Underserved Farmer? Please check any of the following categories that apply based on these USDA definitions:

<https://www.nrcs.usda.gov/getting-assistance/underserved-farmers-ranchers>

☐ Limited Resource Farmer (With direct or indirect gross farm sales not more than the current indexed value in each of the previous two years, and who has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years. A Self-Determination Tool is available to the public and may be completed on-line at: <https://lrftool.sc.egov.usda.gov/>)  
☐ Socially Disadvantaged Farmer (Individual or entity who is a member of a socially disadvantaged group. A socially disadvantaged group is a group whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities.)  
☐ N/A  
☐ Beginning Farmer (Has not operated a farm or ranch, or who has operated a farm or ranch for not more than 10 consecutive years)  
☐ Veteran Farmer (Served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, including the reserve component thereof; was released from service under conditions other than dishonorable; and has not operated a farm or ranch, or has operated a farm or ranch for not more than 10 years; or Who first obtained status as a veteran during the most recent 10-year period.)

**Question for Organization/Collective-Applicants** For organizations, regardless of formal legal status, or other collective applicants – does the majority of your board membership, majority owner (or owners), majority of your leadership team, fall into one or more of these groups? MDAR has adapted USDA's definition of Historically Underserved Farmers and Ranchers to allow organizations or entities representing multiple applicants to respond.

☐ Limited Resource Farmer, Low-Income Individuals, or Individuals with Lived Experience Relevant to the Organization's Mission  
☐ Beginning Farmers  
☐ Veteran Farmers  
☐ N/A  
☐ Socially Disadvantaged Groups (American Indian/Alaska Native/Indigenous, Asian/South Asian, Black or African American, Middle Eastern or North African, Native Hawaiian or Other Pacific Islands, Hispanic or Latino) **Other:** \_\_\_\_\_ Please state with understanding that the races and ethnicities above may not be reflective of everyone

If you feel that this application did not allow you to fully explain the diversity of the applicant for this grant (whether you are applying as an individual or on behalf of an entity), please explain here:

If you have any input on this form, please complete [this feedback form](#). The review team will not see this information, and responses will not affect eligibility

# ATTACHMENT B

## RFR - Further Information on MDAR's Environmental Justice Goals

Revision Date: February 23, 2024

MDAR strives to promote and integrate EJ considerations across their programs, policies, and activities to ensure the equal access and meaningful involvement of all people residing in the Commonwealth with respect to agricultural economic and environmental sustainability and the equitable development, implementation, and accessibility to information and resources.

Among the priorities and goals outlined in the [2021 Environmental Justice Policy](#), and the [2022 Environmental Justice Strategy](#), EEA agencies are tasked with ensuring that Environmental Justice neighborhoods benefit from positive impacts of environmental programs, grants and investments.

### A. Environmental Justice Populations

EJ populations are those segments of the population that EEA has determined to be most at risk of being unaware of or unable to participate in environmental decision-making or to gain access to state environmental resources, or are especially vulnerable.

"Environmental Justice Population" is defined by the Environmental Justice Policy, issued by the Massachusetts Executive Office of Energy and Environmental Affairs in 2017, and updated in June, 2021, as

- A. a neighborhood that meets 1 or more of the following criteria:
  - i) the annual median household income is not more than 65 per cent of the statewide annual median household income;
  - ii) minorities comprise 40 per cent or more of the population;
  - iii) 25 per cent or more of households lack English language proficiency; or
  - iv) minorities comprise 25 per cent or more of the population and the annual median household income of the municipality in which the neighborhood is located does not exceed 150 per cent of the statewide annual median household income; or
- B. a geographic portion of a neighborhood designated by the Secretary as an environmental justice population in accordance with law.

### B. MA Environmental Justice Map Viewer

The [MA Environmental Justice Map Viewer](#) was designed to map Environmental Justice populations as census block groups in Massachusetts.

Please note - The data submitted in your application will be used to determine whether your project falls within an Environmental Justice block group, and will be used to design a map, available on the MDAR website, to show the positive impact of its grant awards, demonstrating the reach of its programs in EJ communities.

For more information on MDAR's Environmental Justice Program, or to provide feedback, please visit <https://www.mass.gov/info-details/mdars-environmental-justice-program>.

-





OPERATIONAL SERVICES DIVISION

## RFR - Required Specifications for Commodities and Services

Revision Date: July 13, 2023

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions*. However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00.

The terms of 801 CMR 21.00: *Procurement of Commodities and Services* are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions also may be identified in this RFR. Other terms not defined elsewhere in this document may be defined in OSD's [Glossary of Terms](#). Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

**1. COMMBUYS Market Center.** COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at [www.commbuys.com](http://www.commbuys.com). Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for:

- Any amendments, addenda, or modifications to this Bid, and
- Any Bid Q&A records related to this Bid.

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

**2. COMMBUYS Registration.** Bidders may elect to register for a free COMMBUYS Seller account which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, to respond to a Bid, Bidders must register and maintain an active COMMBUYS Seller account.

All Bidders submitting a Quote (previously referred to as Response) in response to this Bid (previously referred to as Solicitation) agree that, if awarded a contract: 1) they will maintain an active seller account in COMMBUYS; 2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; 3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; and 4) in the event the Commonwealth adopts an alternate e-procurement platform, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

COMMBUYS uses terminology with which bidders must be familiar to conduct business with the Commonwealth. To view this terminology and to learn more about COMMBUYS, please visit the [Learn about COMMBUYS Resources](#) page on mass.gov.

**3. Multiple Quotes.** Bidders may not submit Multiple Quotes in response to a Bid unless the RFR authorizes them to do so. If a Bidder submits multiple quotes in response to an RFR that does not authorize multiple responses, only the latest dated quote submitted prior to the bid opening date will be evaluated.

**4. Quote Content.** Bid specifications for delivery, shipping, billing, and payment will prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.

**5. Supplier Diversity Office (SDO) Programs.** Pursuant to [Executive Order 599](#), the Commonwealth supports the use of diverse and small businesses through the Small Business Purchasing Program (SBPP) and the Supplier Diversity Program (SDP). Based on the estimated value of the procurement, one of the above-mentioned programs shall be applicable to this RFR. For more information on the program that applies to this solicitation, see the body of this RFR.

### **6. Small Business Purchasing Program (SBPP)**

**Program Background.** The Massachusetts [Small Business Purchasing Program](#) (SBPP) was established pursuant to [Executive Order 599](#) to increase state contracting opportunities with small businesses having their principal place of business within the Commonwealth of Massachusetts. Pursuant to the SBPP, it is the intention of the issuing department to award this Small Procurement to one or more SBPP participating business(es) as described below.

Sensitivity level - low

# ATTACHMENT C

## RFR - Required Specifications for Commodities and Services

**SBPP Award Preference.** While all businesses, no matter the size or principal place of business, may submit responses to this solicitation, should an SBPP participant respond and meet the best value criteria described in this solicitation, the SBPP participant shall be awarded the contract. The Strategic Sourcing Services Team (SST) will not evaluate submissions from non-SBPP participants unless no SBPP Bidder meets the SST's best value evaluation criteria.

**SBPP Participation Eligibility.** To be eligible to participate in this procurement as an SBPP participant, an entity must meet the following criteria, and be marked as an SBPP-registered business in [COMMBUYS](#):

1. Have its principal place of business in the Commonwealth of Massachusetts;
2. Been in business for at least one year;
3. Employ a combined total of 50 or fewer full-time equivalent employees in all locations, or employees work less than a combined total of 26,000 hours per quarter; and
4. Have gross revenues, as reported on appropriate tax forms, of \$15 million or less, based on a three-year average.

Non-profit firms also must be registered as a non-profit or charitable organization with the MA Attorney General's Office and be up to date with all filings required by that office and be tax exempt under Section 501(c) of the Internal Revenue Code.

**SBPP Compliance Requirements.** It is the responsibility of the Bidder to ensure that their SBPP status is current at the time of submitting a response and throughout the life of any resulting contract. Misrepresentation of SBPP status will result in disqualification from consideration, and may result in debarment, contract termination, and other actions. To learn more about the SBPP, including how to apply, visit the SBPP webpage, <http://www.mass.gov/sbpp>.

**Program Resources and Assistance.** Bidders and Contractors seeking assistance regarding SBPP may visit the [SBPP Webpage](#), or contact the SBPP Help Desk at [sbpp@mass.gov](mailto:sbpp@mass.gov).

### **7. Supplier Diversity Program (SDP)**

**Program Background.** Pursuant to [Executive Order 599](#), the Commonwealth's [Supplier Diversity Program](#) (SDP) promotes business-to-business relationships between awarded Contractors and diverse businesses and non-profit organizations ("SDP Partners") certified or recognized (see below for more information) by the [Supplier Diversity Office \(SDO\)](#).

All Bidders and Contractors are strongly encouraged to create a profile on the SDO's Supplier Diversity Hub to access the Commonwealth's supplier diversity resources and tools.

**Financial Commitment Requirements.** All Bidders responding to this solicitation are required to make a significant financial commitment ("SDP Commitment") to partnering with one or more SDO-certified or recognized diverse business enterprise(s) or non-profit organization(s). This SDP Commitment must be expressed as a percentage of contract sales resulting from this solicitation that would be spent with the SDP Partner(s).

After contract award (if any), the Total SDP Commitment shall become a contractual requirement to be met annually on a Massachusetts fiscal year basis (July 1 – June 30) for the duration of the contract. The minimum acceptable Total SDP Commitment in response to this solicitation shall be 1%. Bidders shall be awarded additional evaluation points for higher SDP Commitments.

No contract shall be awarded to a Bidder without an SDP Commitment that meets the requirements stated herein. This requirement extends to **all** Bidders regardless of their own supplier diversity certification.

#### **Eligible SDP Partner Certification Categories**

SDP Partners must be business enterprises and/or non-profit organizations certified or recognized by the SDO in one or more of the following certification categories:

- Minority-Owned Business Enterprise (MBE)
- Minority Non-Profit Organization (M/NPO)
- Women-Owned Business Enterprise (WBE)
- Women Non-Profit Organization (W/NPO)
- Veteran-Owned Business Enterprise (VBE)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Disability-Owned Business Enterprise (DOBE)
- Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LBGTBE)

**Eligible Types of Business-to-Business Relationships.** Bidders and Contractors may engage SDP Partners as follows:

- **Subcontracting**, defined as a partnership in which the SDP partner is involved in the provision of products and/or services to the Commonwealth.
- **Ancillary Products and Services**, defined as a business relationship in which the SDP partner provides products or services that are not directly related to the Contractor's contract with the Commonwealth but may be related to the Contractor's own operational needs.

Other types of business-to-business relationships are not acceptable under this contract. All provisions of this RFR applicable to subcontracting shall apply equally to the engagement of SDP Partners as subcontractors.

# ATTACHMENT C

## RFR - Required Specifications for Commodities and Services

**Program Flexibility.** The SDP encompasses the following provisions to support Bidders in establishing and maintaining sustainable business-to-business relationships meeting their needs:

- SDP Partners are **not** required to be subcontractors.
- SDP Partners are **not** required to be Massachusetts-based businesses.
- SDP Partners **may be changed or added** during the term of the contract, provided the Contractor continues to meet its SDP Commitment.

**SDP Plan Form Requirements.** All Bidders must complete the SDP Plan Form included in this solicitation and attach it to their bid response. In addition to proposing an SDP Commitment, each Bidder must propose one or more SDP Partner(s) to utilize to meet its SDP Commitment. Certified diverse Bidders may not list their own companies, their subsidiaries, or affiliates as SDP Partners and may not meet their SDP Commitment by spending funds internally or with their own subsidiaries or affiliates.

**Bidders may propose SDP Partners that are:**

- **Certified or recognized by the SDO:** Such partners appear in the [SDO Directory of Certified Businesses](#) or in the [SBA Veteran Small Business Certification \(VetCert\)](#) directory. After contract award (if any), spending with such partners will contribute to meeting the Contractor's SDP Commitment.
- **Not yet certified or recognized by the SDO:** Such partners must be certified in eligible categories by a third-party certification body, such as another city or state supplier diversity certification office, the [National Minority Supplier Development Council](#), the [Women Business Enterprise National Council](#), [Disability: IN](#), or the [National LGBT Chamber of Commerce \(NGLCC\)](#), but are not listed in the above-mentioned directories. Self-certification is not acceptable. While Bidders may list such proposed SDP Partners on their SDP Plans, spending with such partners will not contribute to meeting the Contractor's SDP Commitment unless they apply for and are granted SDO supplier diversity certification or recognition. If proposed SDP Partners do not receive SDO supplier diversity certification or recognition, the Contractor must find alternative SDP Partners to meet the SDP Commitment.

It is the responsibility of the Contractor to ensure that their proposed SDP Partners obtain such certification or recognition by the SDO after contract award (if any). The issuing department and the SDO will not conduct outreach to proposed SDP Partners to ensure their certification. Furthermore, no guarantee may be made that a proposed SDP Partner will be certified, or regarding the time it may take to process a proposed SDP Partner certification. Contractors may direct partners to the SDO's homepage, [www.mass.gov/sdo](http://www.mass.gov/sdo) and the [Certification Self-Assessment Tool](#) for guidance on applying for certification.

It is **desirable** for Bidders to provide an SDP Focus Statement that describe the bidder's overall approach to increasing the participation of diverse businesses in the provision of products and services under this proposal/contract (subcontracting) and in the Bidder's general business operations (ancillary products and services). Such a description may include but not be limited to:

- A clearly stated purpose or goal.
- Specific types of diverse and small businesses targeted.
- Which departments/units within the business are responsible for implementing supplier diversity.
- Types of opportunities for which diverse and small businesses are considered.
- Specific measures/methods of engagement of diverse and small businesses.
- An existing internal supplier diversity policy.
- Public availability of the Bidder's supplier diversity policy.

It also is **desirable** for Bidders to use the SDP Plan Form to describe additional creative initiatives (if any) related to engaging, buying from, and/or collaborating with diverse businesses. Such initiatives may include but not be limited to:

- Serving as a mentor in a mentor-protégé relationship.
- Technical and financial assistance provided to diverse businesses.
- Participation in joint ventures between nondiverse and diverse businesses.
- Voluntary assistance programs by which nondiverse business employees are loaned to diverse businesses or by which diverse business employees are taken into viable business ventures to acquire training and experience in managing business affairs.

**Evaluation of SDP Forms.** To encourage Bidders to develop substantial supplier diversity initiatives and commitments as measures valuable to the Commonwealth, at least 25% of the total available evaluation points for this bid solicitation shall be allocated to the evaluation of the SDP Plan submissions. Because the purpose of the SDP is to promote business-to-business partnerships, the Bidders' workforce diversity initiatives will not be considered in the evaluation.

**SDP Spending Reports.** After contract award, Contractors must submit reports at least annually to demonstrate compliance with the agreed-upon SDP Commitment. To submit SDP spending reports using the Hub, Contractors must create a profile in the Hub. Contractors must follow report submission instructions from the issuing department and the SDO.

**SDP Spending Compliance.** Only spending with SDP Partners that appear in the [SDO Directory of Certified Businesses](#) or in the [SBA Veteran Small Business Certification \(VetCert\)](#) directory shall be counted toward a Contractor's compliance with their SDP Commitment. Spending with SDP Partners that do not appear in the directories above shall not be counted toward meeting a Contractor's SDP Commitment. It is the responsibility of the Contractor to ensure they meet their SDP Commitment, and the SDO and the issuing department assume no responsibility for any Contractor's failure to meet its SDP Commitment.

# ATTACHMENT C

## RFR - Required Specifications for Commodities and Services

**SDP Spending Verification.** The SDO and the contracting department reserve the right to contact SDP Partners at any time to request that they attest to the amounts reported to have been paid to them by the Contractor.

**Program Resources and Assistance.** Contractors seeking assistance in the development of their SDP Plans or identification of potential SDP Partners may visit the SDP webpage, [www.mass.gov/sdp](http://www.mass.gov/sdp), or contact the SDP Help Desk at [sdp@mass.gov](mailto:sdp@mass.gov).

**8. Agricultural Products Preference (only applicable if this is a procurement for Agricultural Products).** Chapter 123 of the Acts of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquacultural, floricultural, or horticultural commodities; the growing and harvesting of forest products; the raising of livestock, including horses; raising of domesticated animals, bees, and/or fur-bearing animals; and any forestry or lumbering operations.

**9. Best Value Selection and Negotiation.** The Strategic Sourcing Services Team or SSST may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The SSST and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

**10. Bidder Communication.** Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the SSST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through COMMBUYS.

**11. Contract Expansion.** If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

**12. Costs.** Costs which are not specifically identified in the bidder's response and accepted by a department as part of a contract will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

**13. Electronic Communication/Update of Bidder's/Contractor's Contact Information.** It is the responsibility of the prospective bidder and awarded contractor to keep current on COMMBUYS the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the SSST, including requests for clarification. The SSST and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network, or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the SSST to be lost or rejected by any means including email or spam filtering.

**14. Electronic Funds Transfer (EFT).** All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder is able to provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe, and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors may track and verify payments made electronically through the Comptroller's [Vendor Web system](#). A link to the EFT application may be found on the [OSD Forms](#) page ([www.mass.gov/lists/osd-forms](http://www.mass.gov/lists/osd-forms)). Additional information about EFT is available on the [VendorWeb](#) site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval, and forwarding to the Office of the Comptroller. If the bidder already is enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the SSST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The SSST will consider such requests on a case-by-case basis and communicate the findings to the bidder.

**15. Executive Order 509, Establishing Nutrition Standards for Food Purchased and Served by State Agencies.** Food purchased and served by state agencies must be in compliance with Executive Order 509, issued in January 2009. Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009, that involve the purchase and provision of food must comply with nutrition guidelines established by the Department of Public Health (DPH). The nutrition guidelines are available at the Department's website: [Tools and Resources for Implementation of Executive Order 509](#).

# ATTACHMENT C

## RFR - Required Specifications for Commodities and Services

**16. HIPAA: Business Associate Contractual Obligations.** Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

**17. Minimum Quote (Bid Response) Duration.** Bidders Quotes made in response to this Bid must remain in effect for at least 90 days from the date of quote submission.

**18. Prompt Payment Discounts (PPD).** All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth's Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder provides compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer (EFT) initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically may be tracked and verified through the Comptroller's Vendor Web system. The PPD form may be found as an attachment for this Bid on [COMMBUYS](#).

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the SSST. The SSST will review, negotiate, or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the SSST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

**19. Public Records.** All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes, including marking by bidders of information as confidential during the quote submission process in COMMBUYS, shall be disregarded.

**20. Reasonable Accommodation.** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The SSST reserves the right to reject unreasonable requests.

**21. Restriction on the Use of the Commonwealth Seal.** Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

**22. Subcontracting Policies.** Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

**23. Acceptable Forms of Signature**

Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms, or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways: 1. Traditional "wet signature" (ink on paper); 2. Electronic signature that is either: a. Hand drawn using a mouse or finger if working from a touch screen device; or Page 2 b. An uploaded picture of the signatory's hand drawn signature 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

# ATTACHMENT D

## Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum

(Assistance Listing Number 21.027)

**Notice:** The contract, agreement, statement of work, or purchase order (“Contract”) between the Contractor and the Department of Agricultural Resources to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund (“FRF”).

In accordance with ARPA, the U.S. Department of the Treasury’s regulations implementing the FRF (31 CFR Part 35), the [Award Terms and Conditions](#), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, [2 C.F.R. Part 200](#), the following terms and conditions apply to the Contractor in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions. In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

### 1. Eligible Costs.

- a. The Contractor agrees to incur only those costs that are necessary, reasonable, and directly allocable for the purpose of completing the contracted project or program.
- b. Indirect costs are not an eligible use of funds received under this Contract.
- c. Costs may be incurred only during the period of this Contract.

### 2. Financial Management.

- a. Contractor may not deviate significantly from its established policies and practices regarding the incurrence of costs.

### 3. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 200 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor’s principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.”

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- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters into under this award.
- d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to the Department of Agricultural Resources on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 1. Such disclosure shall be made in writing to the Department of Agricultural Resources within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by the Department of Agricultural Resources. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to the Department of Agricultural Resources, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).**

- a. Pursuant to 2 CFR §200.216, the Department of Agricultural Resources is prohibited from using FRF funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, “Covered telecommunications equipment or services” is:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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);
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.
- c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
- d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.



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### 5. Reporting Program Performance

- a. Contractor is responsible for the collection of performance information for services under this Contract in a format and using metrics defined by the Department of Agricultural Resources.
- b. Contractor is responsible for the submission of such performance reports to the Department of Agricultural Resources as required by the federal government.
- c. Contractor is responsible for the submission of such performance reports to the Department of Agricultural Resources as required by the Commonwealth of Massachusetts, the Federal Funds Equity and Accountability Review Panel, the Massachusetts State Auditor, and the Massachusetts Inspector General.
- d. Contractor acknowledges that performance information for services under this Contract will be displayed publicly on a website published by the Commonwealth as required by Chapter 288 of the Acts of 2020, Chapter 102 of the Acts of 2021, and other related laws.
- e. Contractor shall take all reasonable steps necessary to protect personally identifiable information collected during the performance of services required by this Contract and prevent the submission or publication of such information.

### 6. Remedies for Contract Violation.

Should the Contractor violate of any of the terms of the Contract, the Department of Agricultural Resources may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.

### 7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:

- a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* the Department of Agricultural Resources shall upon its own action or upon written request of an authorized



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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. *Records.* The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the Department of Agricultural Resources and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- e. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

**8. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Contractor agrees to report each violation to the Department of Agricultural Resources and understands and agrees that the Department of Agricultural Resources will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include the above requirements in each subcontract financed in whole or in part with FRF funds.

**9. Other Federal Environmental Laws and Regulations.** The Contractor shall comply with all other applicable federal environmental laws and regulations.

**10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

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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.

- b. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**11. Non-Discrimination.** The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**12. Publications.** To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the

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following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury.”

### **13. Maintenance of and Access to Records.**

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
- b. The Contractor shall make available to the Department of Agricultural Resources, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor’s personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

### **14. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

### **15. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

### **16. Subcontractors.** To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.