



March 1, 2024

Dear Potential Applicant:

You are invited to submit an application to the Pennsylvania Department of Health in accordance with the enclosed Request for Applications (RFA) #67-180.

A pre-application conference will be held via Microsoft Teams on March 20, 2024 from 10:00am to 12:00pm Eastern Time. Potential applicants can join via Microsoft Teams by clicking on this link [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NGQ3ZWUyNGMtYmFiZC00ZWY5LWJmMjQtOTA0N2IxYjMyMDg2%40thread.v2/0?context=%7b%22Tid%22%3a%22418e2841-0128-4dd5-9b6c-47fc5a9a1bde%22%2c%22Oid%22%3a%22e824481a-48ba-466a-98c9-5b8d91aeb9ae%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGQ3ZWUyNGMtYmFiZC00ZWY5LWJmMjQtOTA0N2IxYjMyMDg2%40thread.v2/0?context=%7b%22Tid%22%3a%22418e2841-0128-4dd5-9b6c-47fc5a9a1bde%22%2c%22Oid%22%3a%22e824481a-48ba-466a-98c9-5b8d91aeb9ae%22%7d) or by phone at 267-332-8737 . The conference ID is 603381930. If attending by phone, any content shown on Teams call screen will not be visible. Applicant attendance is optional.

All questions regarding this RFA must be directed by e-mail to [jmast@pa.gov](mailto:jmast@pa.gov), no later than 12:00 p.m. Eastern Time on March 12, 2024. Include RFA-67-180 Questions in the email subject line. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted at [www.emarketplace.state.pa.us](http://www.emarketplace.state.pa.us). Click on 'Solicitations' and search for the above RFA number.

Please submit one application, (Part 2 of this RFA) by email to [RA-DHHEALTH\\_DEPT\\_DOC@pa.gov](mailto:RA-DHHEALTH_DEPT_DOC@pa.gov). The Department cannot accept secure or encrypted emails. Any submission via secure or encrypted email will be immediately discarded. Applications must be received no later than 1:30 p.m. Eastern Time on April 10, 2024. Applications can be submitted as soon as they are ready for submission; to prevent late submissions, applicants are encouraged to not wait until this closing date and time. The timestamp on the received application email in the [RA-DHHEALTH\\_DEPT\\_DOC@pa.gov](mailto:RA-DHHEALTH_DEPT_DOC@pa.gov) inbox is the final and only timekeeper to determine if the application was received by the deadline.

**LATE APPLICATIONS WILL NOT BE ACCEPTED REGARDLESS OF THE REASON.**

Please type "APPLICATION ENCLOSED RFA #(67-180)" as the subject line of your e-mail submission.

We expect that the evaluation of applications and the selection of Grantees will be completed within eight weeks of the submission due date.

Sincerely,

Office of Procurement  
For Agency Head

Enclosure

# Request for Application

## WIC Participant and Vendor Trainings

RFA Number  
67-180

Date of Issuance  
March 1, 2024

Issuing Office: Pennsylvania Department of Health  
Office of Procurement  
Email: [RA-DHHEALTH\\_DEPT\\_DOC@pa.gov](mailto:RA-DHHEALTH_DEPT_DOC@pa.gov)

RFA Project Officer: Jay Mast  
Pennsylvania Department of Health  
Bureau of Women, Infants and Children  
Division of Quality Assurance and Program  
Integrity  
Email: [jmast@pa.gov](mailto:jmast@pa.gov)

**WIC Participant and Vendor Trainings**

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Any Grant Agreement resulting from this RFA will include certain standard terms and conditions, which will either be attached as paper appendices or incorporated by reference and may be found at <http://www.health.pa.gov/vendors>. These terms and conditions are not negotiable and are listed below:

- Payment Provisions (Rev. 9/21)
- Program Specific Provisions
- Standard General Terms and Conditions (Rev. 10/23) and Attachment A (Rev. 10/23)
- U.S. Department of Agriculture, Food and Nutrition Service Standard Terms and Conditions *as modified by* Program Specific Provisions
- Audit Requirements (Rev. 8/18)
- Commonwealth Travel and Subsistence Rates (Rev. 8/18)
- Federal Lobbying Certification and Disclosure (Rev. 12/05)
- Minimum Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 1/19)
- Pro-Children Act of 1994 (Rev. 12/05)

# PART ONE

## **WIC Participant and Vendor Trainings**

### General Information

## **A. Information for Applicants**

Through this RFA process, the Pennsylvania Department of Health (Department) is soliciting online training development applications for the Pennsylvania Special Supplemental Nutrition Program for Women, Infants and Children (WIC or WIC Program) on WIC Participant and Vendor Trainings. The Department is interested in funding applications addressing online training development. The overall goal of this funding is to promote knowledge of the Pennsylvania Women, Infants and Children (WIC) Program to current WIC participants and authorized vendor staff. The anticipated Grant Agreement term is October 1, 2024 to September 30, 2025 subject to the availability of funding. If the anticipated effective date is changed by the Department for the resulting Grant Agreement, the term is expected to remain a total of 12 months, subject to the availability of funding.

At the Department's discretion and by letter notice, the Department may renew the resulting Grant Agreement for the following term: four, one-year renewals.

1. In the event of a renewal, the Department may choose to renew the Grant Agreement under one of the following sets of terms:
  - a) If no renewal options were previously exercised, pursuant to the terms and conditions of the final year of the original Grant Agreement; or
  - b) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
  - c) Pursuant to the terms and conditions of the original Grant Agreement as amended, including Subsequently Available Funds (SAFs), Decrease in Funding (DIF), Funding Reduction Change Orders (FRCOs), Budget Revisions, or formal Amendments; or
  - d) At a maximum percentage of 5% under one of the following conditions:
    - (i) If no renewal options were previously exercised, to increase the Grant amount to reflect cost changes based on the final budget year of the original Grant; or
    - (ii) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
    - (iii) To include any increase in work documented in a previous Amendment to the original Grant Agreement, including any SAFs, DIFs, FRCOs, Budget Revisions, or formal Amendments. The increase in work shall be limited to deliverables established in the Grant Agreement as previously amended; or
  - e) To decrease the Grant amount, provided there is no change to the scope of work being performed.

2. Notwithstanding Paragraph (1)(d) above, line-items within the budget categories of Supplies/Equipment, Travel, and Other may be eliminated or the line-item amounts decreased provided there is no alteration to the scope of work.
3. The percentage listed in Paragraph (1)(d) above, represents the maximum allowable increase per budget category and in the total Grant amount.
4. Nothing in this section is intended to permit an alteration in the scope of work of the original Grant Agreement.
5. The Department is not obligated to increase the amount of the Grant award.
6. The percentage increase set forth in Paragraph (1)(d) above, shall apply over the entire renewal term, even if the renewal term exceeds one year.
7. All renewal terms are subject to the other provisions of the resulting Grant Agreement, and the availability of funds.

Applications are welcomed from organizations with a proven history of training development. Additional information about how to apply, relevant and specific restrictions, and stated preferences regarding applicants are noted and outlined in Section B. Applicants are encouraged to be innovative and creative in their approach.

This RFA provides interested and eligible parties with information to prepare and submit applications to the Department. Questions about this RFA can be directed to the contact listed on the potential applicant letter (which is the first page of this RFA) by the date and time listed therein. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted under the RFA Solicitation at [www.emarketplace.state.pa.us](http://www.emarketplace.state.pa.us). Each applicant shall be responsible to monitor the website for new or revised RFA information. The Department shall not be bound by any information that is not either contained within the RFA or formally issued as an addendum by the Department.

In order to do business with the Commonwealth of Pennsylvania providers are required to enroll in the SAP system. Applicants may enroll by selecting “Non-Procurement” at: <https://www.budget.pa.gov/Services/ForVendors/Pages/Vendor-Registration.aspx> or by calling toll free at 1-877-435-7363. The PDF and MP4 embedded links next to “Non-Procurement” provide guidance on enrolling.

## **B. Application Procedures**

### **1. General**

- a) Applications must be received by the Department by the time and date stated in the cover letter. The Department will reject any late applications. The decision of the Department with regard to timeliness of submission is final.

- b) If it becomes necessary to revise any part of the application guidelines, an amendment will be posted under the RFA Solicitation at [www.emarketplace.state.pa.us](http://www.emarketplace.state.pa.us).
- c) The decision of the Department with regard to selection of applicants is final. The Department reserves the right, in its sole and complete discretion, to reject any and all applications received as a result of this request and to negotiate separately with competing applicants.
- d) The Department is not liable for any costs the applicant incurs in preparation and submission of its application, in participating in the RFA process or in anticipation of award of the resulting Grant Agreement(s).
- e) The Department reserves the right to cancel the RFA at any time up until the full execution of the resulting Grant Agreement(s).
- f) Awarded applicants and non-selected applicants shall not be permitted to issue news releases pertaining to this project prior to official written notification of award by the Department review committee. Any subsequent publication or media release issued by the Grantee throughout the life of the Grant using funding from this Grant Agreement must acknowledge the Department as the granting agency and be approved in writing by the Department.
- g) Applications that do not merit a score of 70% or above of overall available evaluation points available under the RFA will not be considered as recommendable and will not be further considered.
- h) The Department reserves the right to ownership of all training, educational and promotional materials developed for this program by the awarded applicant.

## **2. Evaluation of Applications**

All applications meeting stated requirements in this RFA and received by the designated date and time, will be reviewed by a committee of qualified personnel selected by the Department. The Review Committee will recommend applications that most closely meet the evaluation criteria developed by the Department. If the Review Committee determines that additional clarification of an application is needed, Bureau of Women, Infants and Children (WIC) staff and staff from the Office of Procurement will schedule an oral presentation, either in person or via a conference call, or assign a due date for the submission of a written clarification, or both.

Evaluation criteria used by the Review Committee, include

- 1. Implementation**
- 2. Timeline**
- 3. Capability and Competency**
- 4. Transferability**
- 5. Budget Detail and Budget Narrative**

## **3. Awards**

Grants will be administered through the Department.

All applicants will receive official written notification of the status of their application from the Department. Unsuccessful applicants may request a debriefing. This request must be in writing and must be received by WIC within 30 calendar days of the written official notification of the status of the application. WIC will determine the time and place for the debriefing. If the debriefing is held via Microsoft Teams, a link, phone number, and conference ID number will be provided. The debriefing will be conducted individually by WIC staff. Comparison of applications will not be provided. Applicants will not be given any information regarding the evaluation other than the position of their application in relation to all other applications and the strengths and weaknesses in their individual application.

#### **4. Deliverables**

The awarded applicant shall create initially five online trainings, as identified below, with the Department adding additional trainings as needed over the period of this Contract.

- i. Participant Video
  - ii. Vendor Annual Training
  - iii. Cashier Training
  - iv. Retail store Coordinator Training
  - v. Vendor Assistant Training
- b) The awarded applicant shall maintain and update the trainings listed in B.4.a.i.-v. as needed by the Department.
- c) The awarded applicant shall create a website where the trainings will be housed and maintain said website for the duration of the Contract. Upon termination of the Contract, the awarded applicant shall turn over the website and administrative rights to the Department.
- d) The awarded applicant shall produce individual trainings listed in B.4.a.i., ii., and v. with audio (spoken word) and subtitles in the following eleven languages: English, Spanish, Haitian Creole, Nepali, Arabic, Russian, Swahili, Pashto, French, Ukrainian, and Portuguese. The awarded applicant is encouraged to find talent that looks like the demographic of the individuals who speak the languages listed above.
- e) The awarded applicant shall produce individual trainings listed in B.4.a.iii. and iv. with audio (spoken word) and subtitles in English and Spanish. The awarded applicant is encouraged to find talent that looks like the demographic of the individuals who speak the languages listed above.
- f) The awarded applicant shall provide, at a minimum, the analytics per training as follows:
- i. Participant Video – link to training engaged; date of engagement; training viewed, including partial viewing, to include date and duration of video watched, county of residence (or zip code of residence)
  - ii. Vendor Annual Training - link to training engaged; date of engagement; training viewed, including partial viewing, to include date and duration of video watched,
  - iii. Cashier Training - link to training engaged; date of engagement; training viewed, including partial viewing, to include date and duration of video watched, vendor id, name of individual (first and last name)
  - iv. Retail store Coordinator Training - link to training engaged; date of engagement; training viewed, including partial viewing, to include date and duration of video watched, local agency name; name of individual (first and last name)
  - v. Vendor Assistant Training - link to training engaged; date of engagement; training



- viewed, including partial viewing, to include date and duration of video watched,
- g) The awarded applicant shall meet with the Department on a monthly basis, or as needed, via conference call to discuss status of training development and maintenance.

## 5. Reporting Requirements

- a) The awarded applicant(s) shall submit a written quarterly report of progress, issues, and activities to the Department after the Grant Agreement effective date. The quarterly report shall, at a minimum, identify if activities are proceeding according to the project plan, and explain any deviations from the project plan.
- b) The awarded applicant(s) shall submit a final written report within 45 calendar days after the end date of the Grant Agreement. The final report shall summarize the progress, issues, and activities relating to the trainings.

## C. Application Instructions and Required Format

### 1. Application Instructions

The following is a list of requirements.

- a) The applicant must submit one application (Part Two of this RFA), by email to [RA-DHHEALTH\\_DEPT\\_DOC@pa.gov](mailto:RA-DHHEALTH_DEPT_DOC@pa.gov). The Department cannot accept secure or encrypted emails. Any submission via secure or encrypted email will be immediately discarded.
- b) The application must be received by the date and time specified in the cover letter. Applicants should consider that technical difficulties could arise and allow sufficient time to ensure timely email receipt. **(Late applications will be rejected, regardless of the reason). The application can be submitted as soon as it is ready for submission; to prevent late submissions, applicants are encouraged to not wait until the closing date and time in the cover letter.**
- c) Please note there is a 10MB size limitation per email. If the application exceeds 10MB, zip the file to reduce the size or submit multiple emails so the entire application is able to be received.
- d) The application must be submitted using the format described in subsection 2, below – Application Format.
- e) The Cover Page must be completed and signed by an official authorized to bind the applicant/organization to the application.
- f) The Worker Protection and Investment Certification Form (BOP-2201) must be completed and signed by an official authorized to execute the certification on behalf of the applicant, and certify that the applicant is compliant with applicable Pennsylvania state labor and workplace safety laws.

Applicants are strongly encouraged to be brief and clear in the presentation of ideas.

## 2. **Application Format**

Applicants must follow the format as described below to complete Part Two of this RFA. Applications must be typewritten on 8 ½” by 11” paper, with a font size no smaller than 10 point and margins of at least ½ inch.

- a) **Cover Page** – Complete the form. This form must be signed by an official authorized to bind the applicant/organization to the application.
- b) **Worker Protection and Investment Certification Form (BOP-2201)** – BOP-2201 must be completed and signed by an official authorized to execute the certification on behalf of the applicant and must certify that the applicant is compliant with applicable Pennsylvania state labor and workplace safety laws.
- c) **Work Statement** – The work statement narrative preferably will not exceed 50 pages, including referenced attachment(s). Provide a narrative description of the proposed methodology addressing the following topics:
  - i. **Implementation:** Applicant shall describe its plan for implementation of deliverables, how it will respond to all requirements of the RFA, and how it will meet the project’s goal. Applicant shall describe their plan for sustaining the trainings. Applicant shall provide two recent (within the past 12 months) examples of trainings the Applicant created.
  - ii. **Timelines:** Applicants shall include a timeline for implementation of the proposed deliverables. The timeline shall be a feasible plan and describe the major tasks associated with the goals of this project, assign responsibility for each, and plot completion of each task by month or quarter for the duration of the award. Tasks must include conducting regular meetings with the Department.
  - iii. **Capabilities and Competencies:** Applicants shall include a description of the characteristics and qualifications of the organization(s) that will be implementing the deliverables.
  - iv. **Transferability:** Applicants shall describe its plan to transfer training and website to the Department.
- d) **Budget Detail and Budget Narrative** – Use the downloadable format to present your budget request. Instructions regarding completion of the budget can be found in the last worksheet of the downloadable excel budget file. The anticipated Grant Agreement term is October 1, 2024 to September 30, 2025, with 4 one-year (optional) renewals. The overall 12-month budget for the application shall not exceed \$72,000. The budget must contain an Overall Summary in addition to a Summary with Budget Details for each year. **Year 1 Summary 10/1/2024 to 9/30/2025 \$72,000**

Applicants shall include a narrative which justifies the need to allocate funds for items in the spreadsheet of the itemized budget and demonstrates how they will maximize cost

effectiveness of Grant expenditures. Applicants shall also explain how all costs are calculated, how they are relevant to the completion of the proposed project, and how they correspond to the information and figures provided in the Budget Detail Summary.

See the Budget Definitions section below for more information.

### **3. Budget Definitions**

Personnel: This budget category shall identify each position by job title, hourly rate, and the number of hours per year allocated to the project. Fringe benefits are to be shown as a separate line-item by percentage and shall include a detailed listing of the benefits being covered.

Consultant Services: This budget category shall identify the services to be provided by each consultant including hourly rate and number of hours to be utilized under this Grant Agreement.

Subcontract Services: This budget category shall identify the services to be provided by each subcontractor under this Grant Agreement.

Patient Services: This budget category is not applicable and must not be utilized

Equipment: This budget category shall reflect the actual or projected cost of any equipment \$5,000 or greater. Justification for the purchase of any equipment must be included. Purchase of equipment is not a priority of the Department.

Supplies: This budget category shall reflect expected costs for general office supplies including personal computers and facsimile machines valued at less than \$5,000, needed to support this project.

Travel: This budget category shall include anticipated expenditures for travel including mileage, hotels and meals.

Other: This budget category shall be used for anticipated expenditures that do not fit into any of the other budget categories such as telephone, printing, postage, and indirect costs (overhead, general, and administrative). Indirect rates cannot exceed the provider's Federally approved indirect cost rate schedule. In the description area under OTHER COSTS include the % that the rate reflects, identify the budget categories to which the rate was applied, and list the specific items that the indirect is paying for.

# PART TWO

Pennsylvania Department of Health  
Bureau of Women, Infants and Children

**WIC Participant and Vendor Trainings**

**Request for Applications (RFA) #67-180**



**COVER PAGE**  
**RFA #67-180**

**Applicant Name:** \_\_\_\_\_  
(Organization or Institution)

**Type of Legal Entity** \_\_\_\_\_  
(Corporation, Partnership, Professional Corporation, Sole Proprietorship, etc.)

**Federal I.D.#:** \_\_\_\_\_ **Grant Amount:** \$ \_\_\_\_\_

**SAP Vendor #:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**City** \_\_\_\_\_ **County** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

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**Application Contact Person:** \_\_\_\_\_

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

**Telephone No.:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

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*Applications/proposals/bids received shall remain valid, unless deemed unresponsive, until such time that final award(s) is or are made.*

**BY SIGNING BELOW, THE APPLICANT, BY ITS AUTHORIZED SIGNATORY, IS BINDING ITSELF TO THE APPLICATION AND REPRESENTING THAT ALL THE INFORMATION SUBMITTED IS TRUE AND CORRECT TO THEIR BEST KNOWLEDGE, INFORMATION AND BELIEF.**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	DATE



**WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM**

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

**CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

## **Work Statement**

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2c Work Statement for completion instructions.

The following language is required to be included in the Work Statement:

Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, Contractors and Grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the application.

RFA # 67-180

**PAYMENT PROVISIONS**

The Department agrees to pay the Grantee for services rendered pursuant to this Agreement as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Agreement, the Department will reimburse the Grantee in accordance with Appendix C, and any subsequent amendments thereto, for the costs incurred in providing the services described in this Agreement.
- B. This Agreement may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Agreement.
- C. Payment to the Grantee shall be made in accordance with the Budget set forth in Appendix C, and any subsequent amendments thereto, as follows:
  - 1. The Department shall have the right to disapprove any expenditure made by the Grantee that is not in accordance with the terms of this Agreement and adjust any payment to the Grantee accordingly.
  - 2. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Agreement using the invoice format in Attachment 1 to this Appendix.
  - 3. An original invoice shall be sent by the Grantee directly to the email address listed in Attachment 1 to this Appendix unless otherwise directed in writing by the Project Officer. Documentation supporting that expenditures were made in accordance with the Appendix C Budget shall be sent by the Grantee to the Department's Project Officer. The Department's Project Officer may request any additional information deemed necessary to determine whether the expenditures in question were appropriately made. The adequacy and sufficiency of supporting documentation is solely within the discretion of the Project Officer.
  - 4. The Grantee has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
    - a. General Conditions for Budget Revisions
      - i. *Budget Revisions At or Exceeding 20%.*
        - A. The Grantee shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Agreement per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
        - B. The Grantee shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Agreement per budget year.
        - C. Reallocations at or exceeding 20% of the total amount of the Agreement per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
      - ii. *Budget Revisions Under 20%.* The Grantee shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Agreement per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.
      - iii. The Grantee shall obtain written approval from the Department's Project Officer prior to



reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.

- iv. The Grantee shall provide the Department's Project Officer with notice or make a request for approval prior to the submission of the next invoice based on these changes.
  - v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
  - ii. The Grantee may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase the line items in that category unless one of the following circumstances apply:
    - A. The Grantee is subject to a collective bargaining agreement or other union agreement and, during the term of this Agreement, salaries, hourly wages, or fringe benefits under this Agreement are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Grantee shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
    - B. The Grantee is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Agreement. The Grantee shall submit to the Department's Project Officer written justification for the request to increase line item amounts and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Agreement, as well as the Grantee's inability to fill the position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
    - C. The Grantee is unable to perform the work of the Agreement with the existing positions, titles or classifications of staff. The Grantee may add or change a position, title or classification in order to perform work that is already required. The Grantee shall submit to the Department's Project Officer for his or her approval written justification for the request to reallocate funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Agreement, as well as the Grantee's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
  - iii. The number of positions accounted for by any one line item may not be decreased, or consolidated into one position, without prior written approval of the Department.
  - iv. All increases are subject to the availability of funds awarded under this Agreement. The Commonwealth is not obligated to increase the amount of award.
  - v. This paragraph is not intended to restrict any employee from receiving an increase in salary from the Grantee based on the Grantee's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Agreement, the following shall apply. The Grantee shall submit monthly invoices within 30 days from the last day of the month within which the work is performed. The final invoice shall be submitted within 45 days of the Agreement's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The Grantee shall be reimbursed only for services acceptable to the Department.

6. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Agreement, until the Project Officer has determined that all work and services required under this Agreement have been performed or delivered in a manner acceptable to the Department.
7. The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.

- a. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
  - b. The Grantee shall ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
  - c. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.
- D. The Department's determination regarding the validity of any justification or of any request for approval under this Appendix B (Payment Provisions) is final.

**PROGRAM SPECIFIC PROVISIONS**

- I. U.S. Department of Agriculture, Food and Nutrition Service Standard Terms and Conditions (the “FNS ST&C”), a copy of which is included in this RFA, apply to Grantee except as provided for in the below listed exceptions. For purposes of the FNS ST&C, except as otherwise stated, the term “Recipient” refers to Grantee; the term “Agency” refers to the Department; the term “sub-recipient” refers to any subcontractors Grantee may have; and the term “project” refers to the subject services as specified in the Work Statement of this RFA.
- II. Exceptions:
- A. FNS ST&C ¶ 1 (Funding) does not apply to Grantee.
- B. FNS ST&C ¶ 2 (Performance Period) does not apply to Grantee.
- C. With respect to FNS ST&C ¶ 3 (Amendments/Revisions and Budget Changes),
1. Grantee must receive prior approval in writing from the Department before “any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision); changes in key personnel, such as the project director; disengagement from the project for more than three months (or a 25 percent reduction in time devoted to the project) by the project director; transfer of funds budgeted for participant support costs; the subawarding, transferring or contracting of any work (unless approved in the submitted application package); or changes to budget line cost/expenditure.”
  2. Grantee must receive prior approval in writing from the Department before “any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved grant budget.”
- D. FNS ST&C ¶ 5 (Quarterly and Final Progress Reports) does not apply to Grantee except Grantee must immediately notify the Department in writing of “any problems, delays, or adverse conditions” that impair the Grantee’s ability to meet the perform the services specified in the Work Statement of this RFA.
- E. FNS ST&C ¶ 8 (Intangible Property) does not apply to Grantee.
- F. With respect to FNS ST&C ¶ 9 (Federally-owned and exempt property),
1. Grantee must submit in writing to the Department, no less than annually, an “inventory listing of federally-owned property in its custody” specific to the subject services as specified in the Work Statement of this RFA. Grantee may submit this inventory in the regular course of its inventory reporting to the Department.
  2. Grantee must contact the Department in writing when it no longer has a need for property obtained by Grantee to perform the subject services as specified in the Work Statement of this RFA.
- G. With respect to FNS ST&C ¶ 10 (Equipment),
1. Grantee must receive prior approval in writing from the Department for purchases of “equipment” as defined therein if such equipment was not included in Grantee’s approved budget to perform the subject services as specified in the Work Statement of this RFA.
  2. Grantee must maintain records for “equipment” as defined therein that includes the following information: “the description of the equipment, the serial number or other identification number, the source of funding for the equipment (including the [Federal Award Identification Number, or] FAIN), the title holder, the acquisition date, the percentage of Federal participation in the project costs for the Federal award under which the

equipment was acquired, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment.”

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Effective August 1, 2016, all new grant awards, as well as amendments to existing USDA Food and Nutrition grants, are subject to the following Standard Terms and Conditions.

The USDA Food and Nutrition Service (hereinafter referred to as “Agency”) awards funding to the Grantee (hereinafter referred to as “Recipient”). Upon acceptance of this Fiscal Year 2022 WIC Shopping Experience Improvement Award, the Recipient agrees to comply with the terms and conditions of the award listed below.

The Recipient will conduct the project as described in its submission of the Standard Form 424, 424A, proposal, and budget narrative, including any subsequent revisions, amendments and/or clarifications. A complete application for these awards will include:

- Attachment A, FY 2022 Non-Competitive WIC Shopping Experience Improvement Grant Proposal Template (to be completed by the State agency)
- SF-424 Application for Federal Assistance
- SF-424A Budget Information for Non-Construction Programs
  - Please submit a budget request (SF-424 Form) for an amount between \$250,000 and \$750,000 per Grantee or per member of a multi-State agency collaboration. For multi-State agency collaborations, the lead State agency will be responsible for the funds. FNS may adjust the award amount depending on the availability of funds.
- SF-424B Assurances for Non-Construction Programs
- SF-LLL Disclosure of Lobbying Activities

Important information regarding the award, including the Agency contact and CFDA number, is contained on the Grant/Cooperative Agreement Form FNS-529.

**STANDARD TERMS OF THE AWARD**

- 1. Funding:** The Agency will provide funds to the Recipient in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 11, and as specified in the grant award letter, for use in accordance with this agreement. Funds will be provided at the Agency’s discretion through the Letter of Credit, Reimbursement, or in advance of need, upon receipt of a properly executed Grant/Cooperative Agreement Form FNS-529.

***Use of Funds*** As part of this grant opportunity, FNS will provide funding to hire

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project management staff to assist with projects for current and future shopping experience improvements, as well as evaluators to assist with determining project baseline and outcomes. FNS will also fund projects in any stage (i.e., research, development, testing, implementation, or evaluation) that have a goal of improving the WIC shopping experience in the grocery store and reducing disparities in program delivery. To the extent possible, projects should be scalable and transferrable to other WIC State agencies. Information on anticipated annual costs to operate and maintain the project after the grant period of performance and an explanation of how the project will continue to be used and funded by the Grantee must be considered and included.

Project suggestions include, but are not limited to:

- Hiring project management and support staff to assist with planning for and/or implementation of online shopping.
- Implementing or expanding self-checkout.
- Providing shopping related resources to individuals with limited English proficiency (LEP), including translation of WIC approved food lists/cards into additional languages.
- Helping WIC participants find supplemental foods in store (e.g., by improving shelf labels, working with vendors to develop a “store within a store” model where WIC-eligible products are grouped together, developing store maps, and/or coordinating strategic product placement, providing in person shopping training, implementing a shopping help hotline, developing video tutorials).
- Improving vendor customer service to WIC participants (e.g., through the development and/or deployment of WIC-specific cashier training programs and/or updating general vendor training curricula, to include customer service specific training).
- Making participant-centered changes to expand variety and choice, including improving approved product lists (APLs) and communication materials (e.g., State agency WIC- approved food lists/cards, websites).
- Improving UPC/PLU collection efforts to ensure that WIC approved foods are not rejected in the checkout line.
- Improving vendor complaint reporting procedures to ensure meaningful, participant- centered resolutions.
- Other innovative solutions to improve the WIC shopping experience.

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- 2. Performance Period:** The period of performance for this project is listed on the Grant/Cooperative Agreement Form FNS-529, Box 20 and 21, as September 26, 2022 through September 30, 2024. The Recipient may only incur allowable costs during the period of performance. Any pre-award costs incurred prior to the period of performance must be approved in writing by the Agency. To maintain effective internal control over funds, the Recipient shall only withdraw funds for expenses incurred or anticipated within the period of performance. Should the Recipient need to withdraw funds earlier in anticipation of costs incurred in the first month of the period of performance they may do so as long as the draw is timely, i.e., minimal time elapses between the draw and expenditure.

All funds must be obligated and all program activities under the agreement (other than activities related to the close out of the agreement) must be completed by the Expiration Date listed on the Grant/Cooperative Agreement Form FNS-529, Box 21. The closeout of the agreement must occur within 120 days of the expiration date, and all obligations incurred under the agreement must be liquidated by this date.

- 3. Amendments/Revisions and Budget Changes:** The Recipient may request an amendment or revision to the agreement, including the proposal, in writing at any time during the duration of the agreement. Prior approval is required for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision), changes in key personnel, such as the project director, disengagement from the project for more than three months (or a 25 percent reduction in time devoted to the project) by the project director, transfer of funds budgeted for participant support costs, the subawarding, transferring or contracting of any work (unless approved in the submitted application package) or changes to budget line cost/expenditure. All amendments or revision must be submitted in writing to the Agency Contact listed on the Grant/Cooperative Agreement Form FNS-529, box 7.

The Recipient may transfer costs within the approved direct cost categories to meet unanticipated requirements. However, as required in [2 CFR 200.308\(f\)](#) the Agency requires that prior approval be obtained for any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved grant budget. Such revisions must be submitted in writing with a revised budget in the same format as the original budget. All other requirements within 2 CFR 200.308 shall also apply.

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The Recipient must include justification with any proposed amendment/revision and budget changes. All requests for changes must be made at least 10 calendar days before the end of the grant period. Any request received after this time will not be considered.

- 4. Non-agreement funds:** The Recipient may seek and apply for funds from other sources in support of the mission of the agreement.

**REPORTING**

- 5. Quarterly and Final Progress Reports:** Selected applicants will be required to provide quarterly SF-425, Financial Status Reports, and quarterly FNS-908, Performance Progress Report, using the narrative portion of the form. The SF-425, Financial Status Report must be submitted in FNS' Food Program Reporting System under the title, "PAN-WIC-ARPA-SHOP". The Recipient is required to electronically enter the quarterly and final financial status report (SF-425) into the FNS, Food Programs Reporting System (FPRS). Detailed FPRS enrollment instructions are provided at: <https://fprs.fns.usda.gov/>. This report must be entered within 30 days after the close of each quarter. The Final Financial Report must be entered into FPRS within 120 days of the expiration of this agreement. This report must also be certified by the Recipient's chief fiscal officer or an officer of comparable rank.

Performance progress will be captured under the narrative portion of the FNS-908 (to be submitted via email to the FNS Regional Office in PDF form). See the list of regional contacts to which the FNS-908 must be submitted below:

<b>FNS Regional Office</b>	<b>Point of Contact (email)</b>
Mid-Atlantic Regional Office	<a href="mailto:Jaime.VanLieu@usda.gov">Jaime.VanLieu@usda.gov</a>
Midwest Regional Office	<a href="mailto:Samia.Hamdan@usda.gov">Samia.Hamdan@usda.gov</a>
Mountain Plains Regional Office	<a href="mailto:Sandra.Clark@usda.gov">Sandra.Clark@usda.gov</a>
Northeast Regional Office	<a href="mailto:Michelle.D'Auria@usda.gov">Michelle.D'Auria@usda.gov</a>
Southeast Regional Office	<a href="mailto:Sandy.Benton-Davis@usda.gov">Sandy.Benton-Davis@usda.gov</a>
Southwest Regional Office	<a href="mailto:Darrell.Allen@usda.gov">Darrell.Allen@usda.gov</a>
Western Regional Office	<a href="mailto:Kacie.O'Brien@usda.gov">Kacie.O'Brien@usda.gov</a> (until 7/17/2022) <a href="mailto:Marisa.Cheung@usda.gov">Marisa.Cheung@usda.gov</a> (after 7/17/2022)



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The Grantee will be responsible for providing periodic project updates to FNS to be reported to the Secretary of Agriculture in accordance with [Executive Order 14058](#). Upon completion of the grant, the Grantee shall submit a final summary using the narrative portion of the FNS-908 to include evaluation results of the project as they relate to improving the WIC shopping experience, as evidenced by increasing the redemption of WIC benefits, improving customer satisfaction, and/or improving participant access to vendors.

Beyond the evaluation activities of this grant and throughout the course of the project, FNS will be conducting an evaluation of ARPA-funded projects on WIC outreach, innovation, and program modernization efforts. As such, the Grantee may be asked to participate in FNS- sponsored surveys, interviews, and focus groups that are part of this larger evaluation. In its application, the Grantee shall affirm their willingness to participate in any data collection activities related to the overarching evaluation. The Grantee shall also indicate a willingness to participate in activities around sharing best practices, such as FNS Regional Office webinars, roundtables, conferences, etc.

Reports must be received by Agency within 30 days following the end of each Federal fiscal quarter period. These reports should cover the preceding quarterly period of activity. A final report identifying the accomplishments and results of the project is due no later than 120 calendar days after the period of performance end date.

The Recipient must immediately report any problems, delays, or adverse conditions that impair the Recipient's ability to meet the grant/cooperative agreement objectives. The notification must include information on action taken or contemplated in response to the problem and any assistance needed to resolve the situation.

All materials developed with funding from this agreement must be submitted in an electronic format (preferably Microsoft Word). The Recipient is strongly encouraged to submit Progress Reports via electronic mail to the Grants Officer listed on the FNS-529. If the Recipient wishes to send a hard copy, an original shall be sent to the address listed on the Grant/Cooperative Agreement Form FNS-529, box 18.

**REGULATORY AND STATUTORY REQUIREMENTS**

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6. **Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient’s organizational entity type as noted below.

**Government-wide Regulations**

- [2 CFR Part 25: “Universal Identifier and System for Award Management”](#)
- [2 CFR Part 170: “Reporting Sub-award and Executive Compensation Information”](#)
- [2 CFR Part 175: “Award Term for Trafficking in Persons”](#)
- [2 CFR Part 180: “OMB Guidelines to Agencies on Government-wide Debarment and Suspension \(Non-Procurement\)”](#)
- [2 CFR 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”](#)
- [2 CFR 200.322: “Domestic Preferences for Procurements”](#)
- [2 CFR 400: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”](#)
- [2 CFR Part 415: “General Program Administrative Regulations”](#)
- [2 CFR Part 416: “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”](#)
- [2 CFR Part 417: “Non-Procurement Debarment and Suspension”](#)
- [2 CFR Part 418 “New Restrictions on Lobbying”](#)
- [2 CFR Part 421: “Requirements for Drug-Free Workplace \(Financial Assistance\)”](#)
- [7 CFR Part 3: “Debt Management”](#)
- [7 CFR Part 16: “Equal Opportunity for Religious Organizations”](#)
- [41 U.S.C. Section 22 “Interest of Member of Congress”](#)
- Privacy Act. The Cooperator/Grantee shall follow the rules and procedures of disclosure set forth in the [Privacy Act of 1974, 5 U.S.C. 552a](#), and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the “Freedom of Information” regulation ([5 U.S.C. 552](#))

**PROPERTY STANDARDS**

7. **Insurance Coverage:** The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.

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**8. Intangible Property:**

- a. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the award ([105-72.406](#)). The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the work for “federal purposes” and to authorize others to do so. Federal purposes” include the use of award products in activities or programs undertaken by the Agency, in response to a governmental request, or as otherwise required by federal law. The Agency may request copies of an award product for not-for-profit use. These copies will be provided at the cost of reproduction and shipping, and no royalties or other fees will be charged. However, the Agency’s use of copyrighted materials is not intended to interfere with or disadvantage the recipient or assignee in the sale and distribution of the award product.” The Recipient is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at [37 CFR part 401](#).
- b. The Agency has the right to:
  1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
  2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- c. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Agency must request, and the recipient shall provide within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Agency obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA ([5 U.S.C. 552\(a\)\(4\)\(A\)](#)).
- d. As defined in [§ 200.315](#), title to intangible property (see definition for *Intangible property* in [§ 200.1](#)) acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient must use that property for the originally authorized purpose and must not encumber the property without Agency approval. The Agency reserves the right

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to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.

- 9. Federally-owned and exempt property:** Title to federally-owned property remains vested in the Federal entity. The Recipient must submit annually an inventory listing of federally-owned property in its custody to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for instruction on utilization ([2 CFR 200.312](#)).
- 10. Equipment:** Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of funding for the equipment (including the FAIN), the title holder, the acquisition date, the percentage of Federal participation in the project costs for the Federal award under which the equipment was acquired, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years. The Recipient will share the results of this inventory. A Tangible Personal Property Report, SF-428, must be submitted at award close-out to report the status of the equipment, if requested.

The Recipient will follow the Agency's equipment disposition guidance and procedures as defined in [2 CFR 200.312](#) and [2 CFR 200.313](#). Disposition procedures will be provided by the Agency.

- 11. Sub-recipient compliance:** The Recipient will ensure that sub-recipients are in compliance with applicable Federal administrative requirements and cost principles. No funds shall be provided to an eligible collaborator or contractor before such an agreement is signed by all parties.

**PROCUREMENT STANDARDS**

The recipient will adhere to all procurement standards, including those listed below, if applicable, as found in [2 CFR 200.318 through 2 CFR 200.323](#), however, State recipients

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will comply with [2 CFR 200.317](#). When procuring property and services under a Federal award, a State must follow the same policies and procedures used for procurements from its non-Federal funds. **General procurement standards:** The non-Federal entity must use its own documented procurement procedures, which reflect applicable State and local laws and regulations provided that procurements conform to applicable Federal law and the standards identified in this section. The Recipient must maintain oversight over contractors to ensure performance in accordance with the terms, conditions and specifications of their contracts or purchase orders, including written performance standards of its employees engaged in the selection, award and administration of contracts. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In accordance with [2 CFR 200.318\(j\)\(1\)](#), the non-Federal entity may only use time and material type contracts after a determination that no other contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.

- 12. Competition:** All procurement transactions must be conducted in a manner providing full and open competition consistent with [2 CFR 200.319](#).
- 13. Suspension/Debarment:** The Recipient agrees to ensure that all sub-recipients are neither excluded nor disqualified under the Suspension and Debarment rules found at [2 CFR Part 180](#) and [417](#) by doing any one of the following:
- a. Checking the System for Awards Management (SAM) to determine if the applicant or Recipient has been debarred or suspended. This information can be found at <https://www.sam.gov/>
  - b. Collecting a certification that the entity is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Recipient or sub-Recipient electing this must devise its own.
  - c. Including a clause to this effect in the sub-recipient agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the Recipient or a sub-recipient within any agreements.

**Civil Rights:**

**For WIC:**

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The [Grantee] hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the [Grantee] agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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This assurance is binding on the [Grantees], its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the [Grantee].

**RECORD RETENTION AND ACCESS**

- 14. Evaluation and Access to Records:** The Recipient will cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Recipient shall make all records pertaining to activities under the grant available for audit purposes. The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations.

**NONCOMPLIANCE AND TERMINATION**

- 15. Noncompliance:** As provided in 2 CFR 200.340, the Agency may unilaterally terminate this grant agreement or recover, withhold, or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. **The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination.** If the Agency decides to take action against the Recipient for noncompliance under this agreement, the Agency will provide the recipient written notice of the basis for its determination.

In the event that an award is suspended and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

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Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

**OTHER REQUIREMENTS**

- 16. USDA/FNS acknowledgement:** Unless otherwise advised by the Agency, the Recipient will acknowledge the support of USDA FNS whenever publicizing the work under this grant. To this end, the Recipient must include in any publication resulting from work performed under this grant an acknowledgment in substantially the form set below:

“This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

- 17. Liabilities:** The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient may incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, their officers, agents or employees, or if applicable its sub-Recipients or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*
- 18. Privacy Act Policy:** The USDA Food and Nutrition Service does not collect any personal identifiable information without explicit consent. To view the Agency’s Privacy Act Statement, visit: <https://www.fns.usda.gov/privacy-policy>.
- 19. Program Income:** Program income is money that is earned or received by a Recipient or a sub-Recipient from the activities supported by award funds or from products resulting from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. The Federal share of program income is determined by the percentage of total project costs that are supported by the Agency.



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**Income Earned During the Award Period:** The Federal share of program income earned during the award period shall be retained by the Recipient and, unless the award specifies how such income will be used, the Recipient must use it in the following way:

It may be added to the existing project funding to cover increased costs of the project.

A report of program income earned during the award period must be submitted with the final Federal Financial Report whenever program income is earned during the award period or when the terms and conditions of the award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used.

If income is to be returned to the Agency, a check made payable to the Food and Nutrition Service (FNS) and identified as program income must be submitted to the Accounting Division at the following address:

USDA Food and Nutrition Service  
ATTN: Accounting Division  
P.O. Box 979027  
St. Louis, MO 61397-9000

All checks must include: **Project Fiscal Year, Agency Name, and GAD Number**

**POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS**

**20. Post-closeout adjustments:** If the Recipient needs to return funds at the end of the grant period, the Recipient shall log in to their ASAP account and conduct a book adjustment to return the funds electronically. ASAP is only accessible to those with an ASAP login, so the Recipient will need to contact the ASAP help desk directly at <https://fiscal.treasury.gov/asap/contact.html> if assistance is needed. The closeout of a Federal award does not affect:

- The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
- The obligation of a Recipient to return funds as a result of later cost adjustments;
- Audit requirements;
- Property management and disposition requirements; and
- Record retention requirements.

**FOOD & NUTRITION SERVICE**  
**STANDARD TERMS AND CONDITIONS**

- 21. Collections:** Any funds paid in excess of the amount in which the non-Federal entity is finally determined to be entitled will constitute a debt to the Federal Government. If these funds are not repaid within 90 days, the Agency may: make an administrative offset; withhold advance payments or take other necessary actions. In addition, interest will accrue on this overdue debt in accordance with the Federal Claims Collections Standards ([31 CFR Parts 900 through 999](#)).