



State of Wisconsin  
Governor Tony Evers

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**Department of Agriculture, Trade and Consumer Protection**  
Secretary-designee Randy Romanski

Wisconsin Department of Agriculture, Trade and Consumer Protection  
Food Security Initiative Grant

Grant Contract Number: 20-XX

Grant Recipient (organization): [Name of Organization]

Grant Recipient (primary contact): [Name of Primary Contact]

Address: [Address]

Funding Amount: \$\_\_\_\_\_

Project Title: [Project Title]

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FY 2021 Food Security Initiative Grant Contract

*Between*

The Wisconsin Department of Agriculture, Trade and Consumer Protection

*And*

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This contract is made and entered into by and between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (the “Department”) and [Grant Recipient Name] (the “Grant Recipient”).

Based upon their mutual promises and other good and valuable consideration, the Department and the Grant Recipient agree as follows:

1. FUNDING SOURCE

The source of funding for this contract is the Agreement entered into for the period of 06/30/2020 through 12/30/2020 by and between the Wisconsin Department of Administration, whose principal business address is 101 East Wilson Street, Madison, WI 53703 and Wisconsin Department Agriculture, Trade and Consumer Protection (Department or DATCP), whose principal business address is 2811 Agricultural Drive, Madison, WI 53708, awarded to DATCP on [date] whereby the Department of Administration has received funds from the U.S. Department of the Treasury pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) to be used for the purposes specified in the CARES Act, CFDA #: 21.019, Coronavirus Relief Fund Federal Awarding Agency: Department of the Treasury

2. PURPOSE

The general purpose of this program is to provide funding to assist food banks and pantries with meeting the unique challenges created by COVID-19 in looking for innovative and creative solutions to food supply and delivery challenges. The specific purpose of this contract is to: [specific contract purpose].

3. TERM OF CONTRACT

The term of this contract begins when signed by both parties and terminates on 12/31/2020 unless the term is modified by the parties as provided in Section 13 of this contract. During the term of the contract all activities as described herein shall be fully performed by the Grant Recipient to the satisfaction of the Department.

4. DESCRIPTION OF WORK

The Grant Recipient agrees to use the funds received under this contract from the Department for project activities contained in Attachment A that is attached to and made part of this contract. The Grant Recipient agrees to provide all necessary personnel, equipment, materials, and other resources needed to complete the project identified in its grant application (Attachment A), and to conduct the

work contemplated under this contract in accordance with standards established by applicable statutes, administrative rules, and professional standards, including environmental protection. The Grant Recipient shall comply with applicable audit requirements, including all federal requirements imposed on these funds, including Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the State Single Audit Guidelines. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

The Grant Recipient agrees to terms of compliance with debarment and suspension. The Grant Recipient accepts full financial responsibility for any requirements imposed by Grant Recipient's failure to comply with any federal requirement.

## 5. PAYMENT

5.1 Payment(s) to Grant Recipient. The Department agrees to reimburse the Grant Recipient for expenses incurred undertaking the project as outlined in the budget in Attachment A. Any change in the budget in Attachment A that involves moving funds to another CARES eligible expenditure such that Attachment A is changed in excess of 10% of the total award must be submitted and pre-approved by the Department. Any expenditure under this contract shall meet the requirements of this agreement, including that it may only fund eligible expenditures under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Any expenditure under this Agreement may not be reimbursable under any other federal program, including any other CARES Act program. Total payments under this contract shall not exceed \$[grant amount].

5.2 All requests for reimbursement under this contract shall include an itemized invoice and documentation on the work or expenses for which payment is requested. Itemization shall include proof of grant expenses such as expense receipts and payroll documentation for salary reimbursement, and should include purpose, amount, and date incurred. Payments made pursuant to the requests for reimbursement are contingent on receipt by the Department of all progress reports required to be submitted under Section 6 of the contract as of that date. Reports 30 or more days overdue may result in reimbursements being withheld pending submission of reports. Requests must be sent to [DATCP Contact] at [email address] or 2811 Agriculture Drive, PO Box 8911, Madison, WI 53708. The final request for reimbursement shall be submitted [when] in order to receive payment. Requests submitted after that date will be denied unless pre-approval for late submission is granted by the Department.

NOTE: Funds received under this contract may be taxable as income.

## 6. REPORTS

The Grant Recipient shall submit electronic reports using the provided templates to [DATCP contact] on the following schedule: A monthly report is due [date each month] through 12/30/2020 or the termination of your project.

## 7. RECORDS; INSPECTIONS AND AUDITS

7.1 Records. All records pertaining to this contract shall be retained by the Grant Recipient for at least four (4) years following the end of the contract term. The Grant Recipient shall maintain reasonable segregation of project accounts and records to enable the Department to track expenditures made with funds provided under this contract. The Grant Recipient shall provide access to the Department to inspect and copy any documents or records that are pertinent to performance under this contract. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Contract, the Grant Recipient shall provide the requested records to the Department.

7.2 Performance Review and Inspections. The Department may review the Grant Recipient's performance under this contract. The Department may conduct reasonable inspections to determine performance under this contract. The Department may examine records related to personnel time charged to the contract funding, as well as documentation of all costs for equipment, supplies, and other expenses charged to the contract funding. The Department reserves the right to conduct a follow-up survey of the project in order to determine long-term impacts of funding received by the Grant Recipient under this contract from grant funds.

#### 8. NONDISCRIMINATION AND CIVIL RIGHTS

Grant Recipients may submit comments, questions, and complaints related to Civil Rights concerns, via U.S. Mail to DATCP at either of the following addresses:

Secretary  
Wisconsin Department of Agriculture, Trade and Consumer Protection  
2811 Agriculture Drive  
Madison, WI 53708

Or

Affirmative Action Officer  
Bureau of Human Resources  
Wisconsin Department of Agriculture, Trade and Consumer Protection  
2811 Agriculture Drive  
Madison, WI 53708

The Bureau of Human Resources and the Secretary of DATCP will review the information submitted and appropriately assign the matter for further action as deemed appropriate for each situation.

#### 9. PUBLICATIONS, INVENTIONS, AND TRADEMARKS

All materials and products produced under this contract become the property of the Grant Recipient. The Grant Recipient may publish and copyright materials or trademark products and services produced under this contract subject to the following conditions: The Department receives a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, publish, or post on the internet non-trade-secret and non-confidential or nonproprietary financial information regarding the project for governmental purposes, and as promotional materials for purposes of publicity about the funding program.

9.1 Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grant Recipient, including its employees and contractors, in the performance of this Contract, the Grant Recipient shall immediately give the Department written notice thereof, and shall promptly furnish complete information and/or disclosure thereon.

9.2 The Grant Recipient may not claim that the State endorses its products or services.

#### 10. LOBBYING

Money paid under this contract by the Department to the Grant Recipient shall not be used by the Grant Recipient in any fashion either directly or indirectly for lobbying activities of any kind. The Grant Recipient shall not use money received under this contract for any illegal activities.

#### 11. ACCRUED PROGRAM INCOME

Program income earned under this grant agreement must be documented and reported to The Department. Program income must be fully used to enhance the program/project funded by this grant.

## 12. GRANT RECIPIENT PROCEDURES AND POLICIES

12.1 Grant recipients should follow their own procedures and policies with regard to staff salaries, wages, benefits, and hiring of consultants and contractors as long as they meet CARES Act requirements.

NOTE: The U.S. Treasury Department has provided guidance and FAQ responses on eligible use of the funds, and it has continued to revise those responses on a rolling basis. Its April 22, 2020 Guidance document indicates that payroll expenses may meet the CARES Act requirements if they are for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

12.2 Grant recipients with approved travel must follow federal reimbursement rates for all travel expenses.

## 13. ENTIRE CONTRACT; ADJUSTMENTS

This contract, including Appendices, shall constitute the entire agreement between the parties and previous communications or agreements between the parties are hereby superseded. A contract revision of either a no-cost time extension to the project or an adjustment of the budget that does not increase the overall budget may be authorized by the Department, if the Grant Recipient submits the proposed revision in writing and the revision is approved in writing by DATCP program staff. Any change in the budget in Attachment A that involves moving funds to another CARES eligible expenditure such that Attachment A is changed in excess of 10% of the total award must be submitted and pre-approved by the Department. Any expenditure under this contract shall meet the requirements of this agreement, including that it may only fund eligible expenditures under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Any other contractual revision may be made only by a written amendment to this contract, signed by all parties prior to the ending date of this contract.

## 14. STANDARD TERMS AND CONDITIONS

14.1 Applicable Law and Compliance. This contract shall be governed under the laws of the State of Wisconsin. The Grant Recipient shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The Department reserves the right to cancel this contract if the Grant Recipient fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The Department also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

14.2 Nondiscrimination/Affirmative Action. In connection with the performance of work under this contract, the Grant Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grant Recipient further agrees to take affirmative action to ensure equal employment opportunities.

- a. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grant Recipient. An exemption occurs from this requirement if the Grant Recipient has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the Grant Recipient must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.
- b. The Grant Recipient agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Department that sets forth the

provisions of the State of Wisconsin's nondiscrimination law.

- c. Failure to comply with the conditions of this clause may result in the Grant Recipient becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- d. Pursuant to s. 16.75(10p), Wis. Stats., the Grant Recipient agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- e. Pursuant to 2019 Wisconsin Executive Order 1, the Grant Recipient agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

14.3 Disclosure. If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

14.4 Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

14.5 Assignment; Subcontracts. Neither this contract nor any right or duty in whole or in part by the Grant Recipient under this contract may be assigned, delegated, or subcontracted without the written consent of the Department. Assignment in whole or in part of this contract does not absolve the Grant Recipient of any liability or obligation expressed and agreed to hereunder, except as may be specifically provided for in the assignment and agreed to by the Department.

The Grant Recipient may not contract with any party which is debarred or suspended for participation in Federal Assistance programs for work on the grant project described in Attachment A. The Grant Recipient can verify that the subcontractor is not debarred from Federal Assistance by checking SAM at [www.sam.gov](http://www.sam.gov), or collecting a certification from the organization or individual stating they are not debarred from Federal Assistance.

14.6 Cancellation. The Department reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the Grant Recipient to comply with terms, conditions, and specifications of this contract.

**IN WITNESS WHEREOF** the parties hereto have executed this contract.

Each undersigned representative of the Department and the Grant Recipient certifies that he or she is fully authorized to enter into the terms of this contract on behalf of the entity they represent and to execute and legally bind such party to this contract.

WISCONSIN DEPARTMENT OF AGRICULTURE,  
TRADE AND CONSUMER PROTECTION

By \_\_\_\_\_  
Randy Romanski, Secretary-designee

Dated: \_\_\_\_\_, 2020

[GRANT RECIPIENT ORGANIZATION NAME]

By \_\_\_\_\_  
[Name of Grant Recipient Official]  
[Title of Grant Recipient Official]

Dated: \_\_\_\_\_, 2020

## **Appendix A**

**[Grant application]**