

RESILIENT FOOD SYSTEMS INFRASTRUCTURE PROGRAM

PROGRAM SPECIFIC TERMS AND CONDITIONS

In addition to the AMS General Terms and Conditions, the following program specific terms and conditions apply to the Resilient Food Systems Infrastructure Program (RFSI) Cooperative Agreements. If there are any differences between the AMS General Terms and Conditions and the RFSI Program-specific Terms and Conditions, the RFSI Program Specific Terms and Conditions take precedence.

1.0 SUBSTANTIAL INVOLVEMENT

A cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency and a recipient or a pass-through entity and any subrecipients. (See 2 CFR § 200.1.) A cooperative agreement is distinguished from a grant in that it provides for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.

AMS will be substantially involved throughout the period of performance of the award. Substantial involvement may include, but is not limited to, the following:

- USDA will maintain engagement to ensure that implementation maintains consistency across states and in alignment with RFSI program purpose while also being responsive to the specific needs of the producers in the state. This may include coordinating state partner meetings.
- Sharing expertise and resources on local and regional food systems, market development, value chain coordination or other topics identified as useful to support state RFSI activities.
- Providing specific direction or redirection of work during the period of performance, including reallocation of Infrastructure Grant funds or supply chain coordination funds to alternative projects or uses, as needed.
- Developing and disseminating clear and consistent branding for this program. USDA will coordinate with states on all award announcements to ensure they are amplified at the federal level and provide opportunities for USDA officials to attend announcement events if feasible. States will also coordinate with USDA on events or ribbon-cuttings or other events to highlight success of Infrastructure Grant projects.
- Collaborating with States on data collection methods and data analysis for performance reports.

2.0 ALLOWABLE AND UNALLOWABLE COST AND ACTIVITIES FOR INFRASTRUCTURE GRANTS

Cost Category	Description, Guidance and Exceptions
Buildings and Land— Construction and/or Renovation	<p>Allowable:</p> <ul style="list-style-type: none"> • Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, alterations, or construction on an existing building or facility. The construction of new buildings at an existing facility and of wastewater management structures. This also includes construction and construction-related materials, which may include, but are not limited to, the purchase of building materials such as wood, nails, concrete, asphalt, roofing, gravel, sand, paint, insulation, drywall, or plumbing.
Equipment	<p>Special purpose equipment purchases are allowable when provided in the approved budget or with prior written approval for acquisitions costs and rental costs of special purpose equipment provided the following criteria are met:</p> <p>Allowable:</p> <ul style="list-style-type: none"> • Purchases of special purpose equipment (such as, canners, hulling processors, reverse osmosis systems, egg packing machines, flotation tanks, roasters, or other processing equipment, packing and labeling equipment, or delivery vehicles) are allowable when approved in the agreement budget or with prior written approval. All equipment purchases must meet the following criteria: <ul style="list-style-type: none"> ○ Equipment is necessary for the technical activities of the agreement and is not otherwise reasonably available and accessible. ○ Equipment is normally charged as a direct cost by the organization and is acquired in accordance with organizational practices. ○ Equipment must be used solely to meet the purpose of the program and objectives of the agreement. ○ Equipment is subject to the full range of acquisition, use, management, and disposition requirements under 2 CFR § 200.313 as applicable. <p>Unallowable:</p> <ul style="list-style-type: none"> • Purchases of general-purpose equipment (e.g., general use motor vehicles, office furniture, office air conditioners, printers, and copiers) or lease agreements to own (i.e., lease-to-own or rent-to-own).
Compensation for Damage	<p>Unallowable:</p> <ul style="list-style-type: none"> • Compensation for injuries or damage to property arising from project activities.
Purchases of Land, Buildings, and Facilities	<p>Unallowable:</p> <ul style="list-style-type: none"> • Purchase of land, new buildings, and new facilities
Marketing Costs	<p>Unallowable:</p> <ul style="list-style-type: none"> • Recipients to use funds for marketing their product(s)/services(s) or organization.

3.0 DISPOSITION OF IMPROVED PROPERTIES

The recipient cannot encumber property improved as part of the cooperative agreement award and must follow the requirements of [2 CFR §200.311](#) before disposing of the property. The real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from AMS. The following alternatives will apply:

1. Retain title after compensating the Federal awarding agency as described in 2 CFR Part 200.311(c)(1);
2. Sell the property and compensate the federal awarding agency as specified in 2 CFR Part 200.311(c)(2);
or
3. Transfer the title to the Federal awarding agency or to a third Party designated/approved by the Federal awarding agency as specified in 2 CFR Part 200.311(c)(3).

4.0 REPORTING AND COMMUNICATION

Recipients are expected to provide annual performance reports (every 12 months) throughout the period of performance. As described in the AMS General Terms and Conditions, performance reports must be formatted and submitted using the approved templates or guidance and be machine-readable.

- The annual performance reports and SF-425 Federal Financial Reports are due annually (every 12 months), no later than 90 calendar days after each performance reports reporting period end date.
- The final reports, including performance and financial, are due 120 days after the end of the agreement.

5.0 ACKNOWLEDGEMENT OF SUPPORT

In addition to the [AMS General Terms and Conditions](#) section 11.0 Acknowledgement of Support, this program also requires that the recipient follow AMS requirements for signage and acknowledgement of funding from the American Rescue Plan Act. AMS will provide guidance on necessary signage.

6.0 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

States must ensure Infrastructure Grant recipients comply with the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act (ESA), and all other federal environmental laws and regulations. States are required to review projects for NEPA compliance prior to the award of Infrastructure Grant subaward funds. States are responsible for assisting Infrastructure Grant recipients with obtaining any authorities, permits, easements or other approvals necessary for the implementation of the activities in accordance with applicable laws and regulations.

7.0 BUILD AMERICA, BUY AMERICA ACT

Any public infrastructure project funded under this cooperative agreement must coordinate with AMS to ensure adherence to BABA guidance. For such projects, the recipient must comply with the Buy America Sourcing requirements outlined in the Build America, Buy America (BABA) provisions of the [Infrastructure Investment and Jobs Act](#).