



Michigan Department of Agriculture and Rural Development

SEAFOOD PROCESSORS PANDEMIC RESPONSE AND SAFETY BLOCK GRANT PROGRAM

The Seafood Processors Pandemic Response and Safety (SPRS) Block Grant Program is authorized under Act No. 87 of the Public Acts of 2021. The Michigan Department of Agriculture and Rural Development (MDARD) will grant funding to eligible seafood processing facilities and processing vessels to respond to coronavirus, including for measures to protect workers against the Coronavirus Disease 2019 (COVID-19). This program shall support activities associated with:

- **Eligible Expense Category 1**
Workplace Safety Measures: Workplace safety measures, including, but not limited to, personal protective equipment, sanitizer, hand washing stations, air filters, thermometers, cleaning supplies or similar items;
- **Eligible Expense Category 2**
Market Pivots: Market pivots such as transition to virtual/online sales costs (online platform development and fees, online marketing, credit card processing fees), supplies, new signage;
- **Eligible Expense Category 3**
Retrofitting Facilities: Retrofitting facilities for worker and consumer safety (retrofitting harvester vessels for onboard vessel processing to maximize open-air activities, plexiglass, walk up windows, heat lamps, fan, tents, propane, weights, tables, chairs);
- **Eligible Expense Category 4**
Transportation: Additional transportation costs incurred to maintain social distancing;
- **Eligible Expense Category 5**
Worker Housing: Additional worker housing costs incurred to maintain social distancing or to allow for quarantining of new or exposed employees;
- **Eligible Expense Category 6**
Medical: Unreimbursed costs associated with providing or enabling vaccinations, testing, or healthcare treatment of infected employees, including any paid leave.

By completing and submitting this application to MDARD, applicants and eventual awardees agree to follow all terms and conditions above and below of the application and all requirements imposed by the State of Michigan as applicable to receipt of state awarded and administered grants, regardless of funding source, if so granted.

Eligible expenditures must have been expended between January 27, 2020 and December 31, 2021.

Application Period defined as June 27, 2022 through December 31, 2022 OR until funds are exhausted, whichever occurs first.

Eligible Beneficiaries are seafood processing facilities and processing vessels, including at-sea processors or dealers. Eligible beneficiary definitions include:

- **Processor**

The owner, operator, dealer, or agent responsible for any activity that changes the physical condition of a fisheries resource suitable for human consumption, retail sale, industrial use, or long-term storage, including cooking, canning, smoking, salting, drying, shucking, filleting, freezing, or rendering into meal or oil. ***Any owner, operator, dealer, or agent exclusively gutting, gilling, heading, or icing seafood without performing any of the above activities is NOT considered a processor eligible for payments under this award;***

- **At-Sea Processor**

A vessel or other platform that floats and can be moved from one location to another, whether in State waters or water of the exclusive economic zone (EEZ), receiving fish and operating as a processor;

- **Dealer**

An entity that first receives fish by way of purchase and sells directly to restaurants, markets, other dealers, processors, or consumers without substantially altering the product.

Applicant Information

Company Information

Company Legal Name

Address

County

- For Profit
 Non Profit

State of Michigan SIGMA Vendor Customer Number

(This is required. If you need assistance with this in order to complete your application, please contact the State of Michigan VSS Support Center at SIGMA-Vendor@michigan.gov or 1-888-734-9749.)

MDARD Seafood Processor License or Dealer Number

Contact Name

Contact Title

Phone

Email

Funding Amount Requested

\$

Type of Operation Seafood Processor At-Sea Seafood Processor Seafood Dealer

Number of Employees at the Time of Grant Application

Fiscal Year Beginning

Fiscal Year End

Will your organization be required to have a Single Audit for the current fiscal year in accordance with OMB Circular A-133? (This is applicable for organizations generation over \$750,000 in annual federal revenue).

- Yes
 No

Is your organization on the Federal Debarment list?

- Yes
 No

Federal Identification Number

Unique Entity Identifier (UEI)

The Applicant agrees to notify MDARD if any of the above information or status changes during the Fiscal Year should the Applicant received award. Must answer "Yes" to proceed with application.

- Yes
 No

Required Applicant Documentation

The Applicant must submit the following for the Business:

1. Completed application document (this form).
2. Documentation that supports the eligible program expenditure listed above including but not limited to dated, official expenditure receipts, photographs, narrative descriptions, other supporting documentation. MDARD reserves the authority to determine the quality and eligibility of the submitted evidentiary documentation and accept or deny the submitted evidentiary documentation required with the expenditure claim. By submitting this application, the Applicant acknowledges and agrees to this.
3. Other records that may be requested from time to time under the Program.
4. Completed application and supporting documentation should be submitted electronically to MDARD-SeafoodRelief@michigan.gov.

Attestation

The Applicant affirms under risk of civil or criminal penalty:

1. The Applicant is applying to this program only to MDARD and to no other issuing agency administering the same program in another state. The applicant believes it is an eligible entity to apply for this award and is submitting what it believes are eligible expenditures under this award as defined above. The applicant has active status at the time of the application categorized as holding one of the following MDARD-licenses:
 Seafood Processor At-Sea Seafood Processor Seafood Dealer
2. Applicant affirms all documentation and claims made under this application are true and not fraudulent at risk of criminal and/or civil penalty. Applicant/awardee understands payments are taxable and awarded funds or a portion of the funds may be garnished should the awardee be in arrears to the State of Michigan.
3. Different Applicant entities that share common ownership are only eligible to submit one application.
4. The Applicant has completed registration in the State of Michigan State Integrated Governmental Management Applications (SIGMA) Vendor Self-Service (VSS) website, Michigan.gov/SIGMAVSS. The Applicant has entered all required banking information and is registered to receive EFT payments. If you need assistance with this in order to complete your application, please contact the State of Michigan VSS Support Center at SIGMA-Vendor@michigan.gov or 1-888-734-9749.
5. The Program grant funds will only be used for the Applicant's eligible expenses incurred between January 27, 2020, through December 31, 2021, as defined above.
6. The Application, and all supporting documentation, will be evaluated under the Program, including available funding thereunder.
7. The Applicant has read, understands, and agrees to all the General Terms and Conditions. Further, if approved for payment for eligible expenses under this grant, the Applicant understands that upon receipt of the Seafood Processors Pandemic Response and Safety Block Grant Program grant funds, the Applicant is bound by all the terms of this Application, including all the General Terms and Conditions.
8. Approval of a payment for eligible expenses under this grant is only undertaken upon the signature of MDARD, below. MDARD reserves the right to determine to validity of the claims and supporting documentation submitted in the context of the eligible expenditures associated with this grant. MDARD's determination of such expenditures and supporting in the context of possible award is final and the Applicant acknowledges this by applying. MDARD will notify the Applicant of granted award, if any, by providing the signed copy to the Applicant should the Applicant and the submitted claims meet the eligibility requirements of the Program grant and MDARD review. If the Application is not eligible for payment under this grant program, MDARD will not necessarily notify the Applicant, but the Applicant may inquire with MDARD as to the status or decision.

By submitting this Application, the Authorizing Agent is guaranteeing he/she has authority to sign on behalf of the Applicant and that the information contained in this Application is correct and verifiable. The Authorizing Agent is also affirming that the funds requested herein will be used for the specific purpose outlined in this Application and for no other purpose.

Signature	_____	Date	_____
Printed Name	_____	Title	_____

A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of seven years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator.

Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts, and sub-contracts.

B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. MDARD Grant Changes

MDARD reserves the right to make changes to the grant agreement pending availability of funding, amended guidance from USDA, and administrative updates within its prerogative to implement grants.

D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

F. Unfair Labor Practices

Pursuant to Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*, the State of Michigan (the State) shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322.

Grantee shall not enter into a contract for the performance of this grant with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Grantor may void this Agreement if, subsequent to entering this Agreement, the name of the Grantor or the name of any of Grantor's subcontractors, manufacturers or suppliers appears in the register.

G. Liability Insurance

During the term of this grant, the Grantee and all contractors and subcontractors will provide and maintain public liability, property damage, and worker's compensation insurance in an amount sufficient to protect the interests of all parties to this Grant Agreement against any and all claims which may arise out of the Grantee's operations under the terms of this Grant Agreement.

H. Indemnification

The State, its officers, agents and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from any work done under this Grant Agreement; nor for any loss or damage to any materials, equipment, or other property that may be used or employed in connection with the Grant Agreement; or for any damages to any person.

The Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to the Grantee, contractors, subcontractors, material providers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance under this Grant Agreement from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee's, contractor's or subcontractor's performance under this Grant Agreement; and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy.

I. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

J. Cancellation

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

K. Electronic Funds Transfer

In accordance with Act No. 207 of the Public Acts of 2004, payments under this Grant Agreement must be processed by electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

L. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

Requirements for Sub-Recipients Accepting Federal Funds

Sub-Recipient Relationship

Accepting this grant sub-award constitutes a sub-recipient relationship with MDARD. With the sub-recipient relationship come many responsibilities that you are bound to as the sub-recipient. Generally, the sub-recipient is required to comply with all federal regulations that apply to the State of Michigan for the federal award used to fund this contract. The broad categories of regulations that the sub-recipient is responsible to comply with include:

1. Those requirements found under the Catalog of Federal Domestic Assistance (CFDA) number associated with the federal award.
2. Provisions found in Office of Management and Budget (OMB) Circular A-133 pertaining to requirements for a Single Audit.
3. Administrative requirements found in OMB circulars.
4. Cost Principles found in OMB circulars.
5. For all construction contracts awarded that are in excess of \$10,000, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity.
6. For all construction contracts and sub-grants for construction or repair, the Copeland "Anti-Kickback" Act.
7. For all construction contracts in excess of \$2,000, the Davis-Bacon Act.
8. For all construction contracts in excess of \$2,000 and all other contracts which involve the employment of mechanics or laborers in excess of \$2,500, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
9. For sub-grants in excess of \$150,000, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations.
10. Mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
11. 7 CFR § 3015.
12. Specialty Crop Competitiveness Act of 2004 (7 U.S.C. 1621 note) of Public Law 108-465.
13. Specialty Crop Block Grant Program (SCBGP) final rule 7 CFR § 1290 for the SCBGP FY 2006-FY 2008 program.
14. 7 CFR § 1291 for the SCBGP-FB FY 2009-FY 2012 program
15. If the Grant is funded by a federal "funding agreement" as defined under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignments, or performance of research work under that "funding agreement," 37 CFR § 401
16. 2 CFR § 200.322.

Depending on your organization as the sub-recipient, you should comply with the following:

If you are a state, local government, or Indian Tribal government:

- OMB Circular A-87 for Cost Principles
- OMB Circular A-102 for Administrative Requirements
- OMB Circular A-133 for Single Audit

If you are a non-profit organization, hospital, or institution of higher education:

- 2 CFR § 220 (for universities), 2 CFR § 230 (for non-profit organizations), or 45 CFR § 74 (for hospitals)
- 2 CFR § 215 for Administrative Requirements
- OMB Circular A-133 for Single Audit

These circulars are available on the Internet at the following URL:

<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>

In order to comply with the above circulars, MDARD provides the Grantee with the following information regarding the funding of this grant:

Federal Agency: United States Department of Agriculture

CFDA (Catalog of Federal Domestic Assistance) Number: 10.181

CFDA Title: Agricultural Worker Pandemic Relief and Protection Program

FFP (Federal Financial Participation) Rate: 100%

Federal Award Number: AM21SPRSMI0013-00

Federal Award Name: Michigan Seafood Processors Pandemic Relief Program

Audit Cost

No audit cost may be charged to MDARD when audits required by this grant have not been performed or have not been performed in accordance with OMB Circular A-133 requirements or are not required in accordance with OMB Circular A-133. Late submission of the Single Audit Report is considered noncompliance with this section and may be grounds to impose sanctions.

Sanctions

MDARD may impose sanctions if the sub-recipient fails to adhere to any of the audit requirements in the Grant Agreement. In cases of continued inability or unwillingness to comply with audit requirements, MDARD may impose sanctions such as:

- Withholding a percentage of the award until the audit is completed satisfactorily; or
- Withholding or disallowing overhead costs; or
- Suspending future awards until the audit is conducted; or
- Terminating the Grant Agreement.

This Section For MDARD Use Only

If the Application is approved, the signature of MDARD will be denoted below and provided to the Applicant/Awardee.

Michigan Department of Agriculture and Rural Development

Grant Amount Awarded _____ Grant Award Number _____

Signature _____ Date _____

Jamie Zmitko-Somers, Director
Agriculture Development Division