



## Emergency Food Assistance Program (EFAP) Food Bank Sub-subaward

Name of Subawardee (Sub Agency): \_\_\_\_\_

Name of Subrecipient (Lead Agency): \_\_\_\_\_

Sub-subaward Due to Subrecipient: \_\_\_\_\_

Funding period: July 1, 2023 – June 30, 2024

**Note:** For the 2023-2025 EFAP Biennial Funding, the Washington State Department of Agriculture Food Assistance (WSDA FA) has prepared this Food Bank Sub-subaward Template for Subrecipient's use. WSDA FA does not warrant the template fully protects Subrecipient's needs or interests. WSDA FA expressly disclaims that the Sub-subaward template includes all details of any Agreement that may exist between Subrecipient and Subawardee and must rely on itself or seek its own legal counsel to determine the adequacy of any provisions of any Agreement it enters into with Subawardees.

**Subawardees must address any questions about this Sub-subaward with their Subrecipient (Lead Agency).**

**Please complete the following checklist to ensure that all items are complete before returning to the Lead Agency:**

- Food Bank Subawardee (Sub Agency) Information
- Food Bank Face Sheet  
An authorized person (director of agency, board president or other) must sign and date the Face Sheet.
- Attachment A: Terms and Conditions: Review
- Attachment B: Warehouse and Storage Capability
- Attachment C: Warehouse Locations Listing
- Attachment D: Suspension and Debarment Certification
- Copy of IRS 501(c)(3) form, if Subawardee (Sub Agency) is not a public agency  
Note: Subawardee is an eligible organization if Subawardee has operated as a public agency or as a private nonprofit with 501(c)(3) tax exempt status for at least a year before the beginning date of the Sub-subaward. Churches and religious organizations associated with a church are exempt from this requirement.
- A copy of Washington Secretary of State Nonprofit Registration or Renewal, if Subawardee (Sub Agency) is a private nonprofit, not a public agency  
A screen print of the registration from the Secretary of State's website will be sufficient.  
Note: Not a requirement for churches and religious organizations associated with a church.
- UEI (Unique Entity Identification) number and a copy of active SAM registration

**The following items are due to the Subrecipient thirty (30) days after Sub-subaward execution:**

1. The Subawardee's most recent audit report, if applicable.  
 Check this box if you have previously submitted your most recent audit to the Subrecipient
2. If applicable, FA Accounting System Verification Form (WSDA form AGR-2206)
3. FA Audit Requirement Form for Sub Agencies (WSDA form AGR-2217)
4. Insurance certificates and additional insured endorsements

In cases where submitting a form or a document would be a duplication of one that has already been submitted to Subrecipient for EFAP, only one (1) copy of any completed form or document is necessary.

For Subrecipient Use Only	
<input type="checkbox"/> Administration is within allowable limits	<input type="checkbox"/> Original signatures on all forms
<input type="checkbox"/> Sub-subaward total is correct	<input type="checkbox"/> All backup documentation is provided
<input type="checkbox"/> Follow-up needed: _____	
Date Sub-subaward Received: _____	
Date Sub-subaward Complete, Signed & Returned to Subrecipient: _____	



Emergency Food Assistance Program (EFAP) Food Bank Sub-subaward  
Subawardee (Sub Agency) Information

Date:		
Sub Agency Name:		
Physical Address:		
Mailing Address (if different):		
Type: <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Local Government <input type="checkbox"/> Tax Exempt Charitable Organization		
<b>Contact person for questions regarding responses to this form:</b>		
Name and Title	Phone	Email
<b>Contacts</b>		
<b>Board Chair or Equivalent</b>		
Name:		Email:
Address:		Phone:
City/State/Zip:		
<b>Executive Director or Business Administrator</b>		
Name:		Email:
Address:		Phone:
City/State/Zip:		
<b>Fiscal Director</b>		
Name:		Email:
Address:		Phone:
City/State/Zip:		
<b>EFAP Primary Contact</b>		
Name:		Email:
Address:		Phone:
City/State/Zip:		
<b>EFAP Fiscal or Secondary Contact</b>		
Name:		Email:
Address:		Phone:
City/State/Zip:		

## Emergency Food Assistance Program (EFAP) Food Bank Sub-subaward Instructions for completing the Face Sheet

1. **Subrecipient (Lead Agency) Name and Address:** Completed by the Subrecipient (Lead Agency).
2. **Food Bank Subawardee (Sub Agency) Name and Address:** Enter legal name of Food Bank, street and mailing address, including city and zip code.
3. **Fiscal Sponsor:** If applicable, enter the name and address of the Fiscal Sponsor.
4. **Sub Agency Tax Identification Number:** Enter Food Bank's Internal Revenue Service (IRS) number.
5. **Sub Agency UBI Number:** Unified Business Identifier Number. A UBI number is a nine-digit number that registers you with several state agencies and allows you to do business in Washington State. This is required as part of your Secretary of State Registration.
6. **Sub Agency UEI Number:** Unique Entity Identifier from System for Award Management (SAM).
7. **Sub Agency Fiscal Year:** Food Bank's fiscal year beginning and ending dates (example: January 1 through December 31).
8. **Sub Agency Authorized Signer:** Enter the name of the Food Bank's designee authorized in writing to act on the director's behalf for this Agreement.
9. **Sub Agency Authorized Signer's Phone:** Enter the phone number, including area code.
10. **Sub Agency Authorized Signer's Email:** Enter the email address.
11. **Funding Authority:** Completed by WSDA FA.
12. **Sub-subaward Period:** July 1, 2023 - September 30, 2024 (allows for a 3-month close out period).
13. **Sub-subaward Funding Period:** July 1, 2023 - June 30, 2024.
14. **Total Sub-subaward Amount:** Enter the estimated amount of the Sub-subaward the Food Bank will receive for each fiscal year of the biennium.
15. **Sub-subaward Purpose:** Completed by WSDA FA.
16. **Estimated EFAP-Federal Budget:** Enter estimated amount of federal funds for administration, operations, equipment, and special dietary needs food for each fiscal year.  
Note: Unexpended first year funds may not be carried over. There is only one year of funding allocated.
17. **County(ies) Served by Food Bank:** Identify the county(ies) the Food Bank will serve with EFAP funds.
18. The Subawardee's acceptance of this Sub-subaward for funding is subject to subsequent program reviews, which may require corrective action by the Subawardee.
19. **Acknowledgement of Agreement (Sub-subaward):** Both the Subrecipient and the Subawardee must sign. Subrecipient must not sign this Agreement until execution of their Agreement with WSDA FA. For both parties, the Agreement must be signed by the person authorized to sign Agreement on behalf of the respective organizations.



Emergency Food Assistance Program (EFAP) Food Bank Sub-subaward  
Face Sheet

- 1. Subrecipient (Lead Agency) Name and Address:**
- 2. Food Bank – Subawardee (Sub Agency) Name and Address:**
- 3. Fiscal Sponsor, if applicable Name and Address:**
- 4. Sub Agency Tax I.D. Number:**
- 5. Sub Agency UBI Number:**
- 6. Sub Agency UEI Number:**
- 7. Sub Agency Fiscal Year:**
- 8. Sub Agency Authorized Signer:**
- 9. Sub Agency Authorized Signer's Phone:**
- 10. Sub Agency Authorized Signer's Email:**
- 11. Funding Authority:**  
State of Washington [RCW 43.23.290](#)  
Department of Agriculture
- 12. Sub-subaward Period:**  
July 1, 2023 – September 30, 2024
- 13. Sub-subaward Funding Period:**  
July 1, 2023 – June 30, 2024
- 14. Total Sub-subaward Amount:**
- 15. Sub-subaward Purpose:**  
To assist people in need of food assistance by providing funding and/or resources to support local hunger relief organizations (Sub Agencies) participating in EFAP as a Food Pantry and/or Food Bank. This pass-through funding is provided through WSDA, pursuant to Authority Chapter 68, Laws of 2010, which authorizes WSDA FA to implement food assistance programs. Includes Federal American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds provided by the 68th State Legislature (ESSB 5187) to WSDA for the support of hunger relief organizations working to address critical community needs resulting from the COVID-19 crisis and recovery period.

**16. Estimated EFAP-Federal Budget**

Requests for reimbursement are subject to the following estimated budget:

<u>Category</u>	<u>FY 2024</u> (7/1/23- 6/30/24)
Administration & Indirect	_____
Operations	_____
Equipment	_____
Special Dietary Needs Food	_____
Total	_____

**17. County (ies) Served by Food Bank:**



**18. The Subawardee's acceptance of this Sub-subaward for funding is subject to subsequent program reviews, which may require corrective action by the Subawardee.**

**19. Acknowledgement of Agreement (Sub-subaward):**

This Sub-subaward is made by and between the Subrecipient and the Subawardee.

The Parties, as defined above, acknowledge and accept the terms and conditions set forth in the Agreement and are executing this Sub-subaward on the date below to start as of the date and year referenced above.

The rights and obligations of both Parties to this Sub-subaward are governed by this Agreement and future Amendments including: applicable federal and state statutes, regulations, and polices; Sub-subaward Face Sheet, Attachment A: Terms and Conditions, Attachment B: Warehouse and Storage Capability, Attachment C: Warehouse Locations Listing, Attachment D: Suspension and Debarment Certification, and other documents incorporated by reference: EFAP Procedures Manual, EFAP Sub Agency Invoice Vouchers, and any and all handouts/instructions received by the Subawardee (Sub Agency) from the Subrecipient (Lead Agency) including WSDA FA instructions during the Sub-subaward period.

This Agreement is executed by the persons signing below who warrant they have the authority to execute the Agreement on behalf of their respective Agencies.

**Subawardee (Sub Agency)**

**Subrecipient (Lead Agency)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Emergency Food Assistance Program (EFAP) Food Bank Sub-subaward

### Attachment A: Terms and Conditions

- 1. Definitions.** Not all definitions relevant to the program are included. Please refer to the EFAP Procedures Manual for more definitions.

**Administration Cap:** EFAP Lead Agencies are limited to ten percent (10%) administrative costs of the total award if performing one function (e.g., Lead Agency). If the Lead Agency is also a Food Bank and/or a Food Pantry then the combined administrative costs cannot exceed fifteen percent (15%) of the total award, even if the combined total of the administrative funding for Lead Agency, Food Bank, and/or Food Pantry is greater than the fifteen percent (15%) of the total award. A Food Bank is limited to ten percent (10%) of their individual award total for administrative costs. A Food Pantry is limited to ten percent (10%) of their individual award total for administrative costs. The Administration Cap includes administrative direct expenses and indirect expenses but excludes the "up to one percent (1%)" of total award for allowable dues.

**Administrative Expenses:** The expenses incurred in the overall operation and management of the organization that are direct billed. Salaries, wages, supplies, general expenses, and membership dues that are direct billed.

**Agreement:** A written agreement (Grant – state funding, Sub-subaward – federal funding) between the Washington State Department of Agriculture (WSDA) and the Subrecipient identifying the rights and obligations of both parties governed by the agreement, including the following of exhibits, attachments, or other documents incorporated by reference. As applicable, it also refers to a written Agreement (Subgrant – state funding, Sub-subaward – federal funding) between the Lead Agency and the Sub Agency identifying the rights and obligations of both parties governed by the Agreement, including all exhibits, attachments or other documents incorporated by reference.

**Applicant:** A public or private nonprofit organization, tribe, or tribal organization that applies for Food Assistance program funding.

**Backpacks:** For the purpose of EFAP, clients who receive a food bag for one person, consisting of four meals, comprised of three of the five food groups for at least 2 days. This is typically given for the weekend and holidays when schools are closed.

**Beneficiary:** For the purposes of a federal grant issued by the United State Department of Treasury in the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), an entity that has experienced economic impacts from the COVID-19 pandemic and is receiving CSLFRF funds from a pass-through entity to recover from those impacts and has been designated by WSDA FA as a beneficiary.

**Biennial Meetings:** Prior to the start of each biennium, the current Subrecipient for each county is required to hold a local meeting (or multiple meetings) to lay the groundwork for the next two-year EFAP agreement period. The purpose of the meeting is to give food pantries an opportunity to vote and voice their opinion on how the funds would best serve their county, or multi-county region. Additionally, these meetings determine which organizations will be participating (Lead Agency, Food Banks, Food Pantries).

**Capital Assets:** Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). See Federal Guidance [§ 2 CFR 200.1](#) and [§ 2 CFR 200.465](#).

Capital assets include: land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital lease.

Capital assets do not include intangible right-to-use assets and right-to-use operating lease assets. For example, assets capitalized that recognize a lessee's right to control the use of property and/or equipment for a period of time under a lease.

**Capital Expenditures:** Spending of funds by an organization to acquire, maintain, or improve capital assets thereby extending their useful life and increasing their value. Please note that Prevailing Wage laws (federal and/or state) may apply.

**Capital Improvements:** The actual additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that increase their value or useful life (not ordinary repairs and maintenance). Please note that Prevailing Wage laws (federal and/or state) may apply.

**Contract:** A written agreement for procuring goods and/or services with a vendor (Contractor), not a Grantee/Subgrantee or Subrecipient/Subawardee, identifying the rights and obligations of both parties governed by the Agreement, including all exhibits, attachments, or other documents incorporated by reference.

**Coordinated Services:** Making contact with and sharing information about other programs and services that may be made available to the client. A signed release of client information is required.

**Current Fair Market Value:** The value of equipment and supplies determined by selling it in a competitive market or by researching advertised prices for similar items on the used market.

The current fair market value should be determined at the time the equipment and supplies are no longer needed by Subrecipient or Subawardee for EFAP operations regardless of when actual disposition takes place. Subrecipient or Subawardee must research the current fair market value and provide a recommendation to WSDA. WSDA FA must approve the recommended value.

**Debarment, Suspension, and Ineligibility:** The act of being suspended or being declared ineligible by any state or federal agency from participating in any transactions with them. Certification that providers or their principals are not presently debarred, declared ineligible, or voluntarily excluded from participation in transactions is required in all written Agreements.

**Direct Client Services:** Conducting programming that has direct contact with clients and could include food distribution to clients and/or collecting client information for the purpose of the client intake.

**Emergency Food:** Food that is given to clients who do not have the means to acquire that food themselves, so that they will not go hungry.

**Emergency Food Assistance Program (EFAP):** A program administered by WSDA Food Assistance which provides funding to help support Food Pantries.

**Equipment:** Tangible personal property (including information technology systems) that has a useful life of more than one year, is movable, and has a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

**Essential Non-Food Items:** Items such as consumable cleaning supplies, deodorant, detergent, diapers (baby & adult), dish soap, facial tissue, feminine products, hand soap, paper towels/napkins, shampoo & conditioner, shaving products, toothpaste/denture cleaning products/denture adhesive, toothbrush, and toilet paper. Agencies must adhere to the percentage limits for funding spent on essential non-food items.

**Food Assistance (FA):** Washington State Department of Agriculture Food Assistance (FA) programs.

**Food Bank:** An organization that collects, warehouses, and distributes food, including perishable foods, or other products to hunger relief organizations and is selected by EFAP Food Pantries to serve in that role. Also referred to as a Sub Agency and/or provider.

**Food Pantry:** An eligible hunger relief organization that distributes unprepared food without charge to its clients and is selected to participate in EFAP. The organization must provide direct client services, food storage, and distribution with consistency. Also referred to as a Sub Agency and/or provider.

**Indirect Expenses:** The general overhead expenses of an organization that cannot be readily identified with a particular program. For purposes of EFAP, the participating agency may elect to use their federal negotiated indirect cost rate or the federal de minimis indirect cost rate of ten percent (10%). May not exceed the Administration Cap.

**In-Kind Contributions:** The value of volunteer provided services, donated goods, rent, supplies, staff hours, or transportation provided in lieu of money.



**Interested Party:** Any agency wishing to be considered for EFAP Lead Agency, Food Bank, or Food Pantry.

**Lead Agency:** The entity that holds a written agreement with Washington State Department of Agriculture (WSDA) to implement the program at the local level through its Sub Agencies. The term Grantee is used for state pass-through funded Grants. The term Subrecipient is used for federal pass-through funded Subawards. Also referred to as a provider.

**Match Requirements:** The provider's required contribution of both cash and in-kind contributions to participate in EFAP.

**Modified Total Direct Cost (MTDC):** All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, rental costs, and the portion of each Sub-subaward in excess of \$25,000.

**Nonprofit Corporation:** A corporation which no part of the income is distributable to its members, directors, or officers and holds a current 501(c)(3) tax-exempt status or is specifically exempt from the requirement to apply. All nonprofit organizations must be registered with the Washington Secretary of State.

**Operational Expenses:** Those costs that are clearly identifiable with providing direct services to clients or distribution services to Food Pantries.

**Ordinary Maintenance and Repair Costs:** Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair, or upkeep of buildings and equipment (including federal property unless otherwise provided for) which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable. These costs are only allowable to the extent not paid through rental or other agreements.

**Personal Information:** Information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) Pub. L. No. 104-191, § 264, 110 Stat. 1936, any financial identifiers, and other information that may be exempt from public disclosure or other unauthorized persons under state and federal statutes.

**Program Review:** Any planned, ongoing, or periodic activity that measures and ensures Lead Agency and Sub Agency compliance with the terms, conditions, and requirements the Agreement. The level of monitoring for program reviews will be based on a risk assessment of the Lead Agency's ability to deliver services and its performance in delivering those services under the terms of the Agreement. Occurs as either an on-site program review or desk program review.

**Provider:** Any organization that is participating in any WSDA Food Assistance program by written Agreement in any tier (Grantee/Subgrantee/Subrecipient/Subawardee).

**RCW:** Revised Code of Washington. Food Assistance is authorized under [RCW 43.23.290](#).

**Real Property:** Real property means land, including land improvements, structures, and appurtenances thereto, but excludes moveable machinery and equipment.

**Service Counts:** Refers to monthly reported Food Pantry, client, and food distribution metrics.

**Special Dietary Needs (SDN):** Funds to purchase food that meets the nutritional needs of special populations. Special needs populations may include infants under one year of age, children with disabilities, pregnant and lactating women, people with chronic diseases such as cancer and diabetes, people with acquired immune deficiency syndrome, people with lactose intolerance, people with chewing difficulties, alcoholics, intravenous drug users, and people with cultural food preferences. For reporting purposes, an SDN client is defined as one who has been given a food bag designed to meet their special nutritional needs.

**State:** State of Washington.

**Sub Agency:** The entity that holds a written Agreement with the Lead Agency to implement the program. The term Subgrantee is also used for state pass-through funded Subgrants. The term Subawardee is also used for federal pass-through funded Sub-subawards. Also referred to as a provider.

**Subgrantee:** The Food Pantry or Food Bank that has a written Agreement with the Lead Agency to implement the program and is supported with state funding. Also referred to as a Sub Agency and/or provider.

**Subawardee:** The Food Pantry or Food Bank that has a written Agreement with the Lead Agency to implement the program and is supported with federal funding. Also referred to as a Sub Agency and/or provider.

**Uniform Guidance:** The federal Chapter 2 Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for federal awards, available at: [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

**USC:** United States Code.

**Vendor:** An entity that provides goods or services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards. Also known as a Contractor. The designation of Contractor will be identified in any written Agreement.

**WAC:** Washington Administrative Code.

**Washington Food Coalition (WFC):** A nonprofit organization that advocates for the emergency food system and provides education and training to a statewide membership of Food Banks, Food Pantries, meal programs, state agencies and other partners. WFC also houses the FA Advisory Committee, which acts as an advisory body to FA.

**WSDA:** The Washington State Department of Agriculture or its successor agency, if any.

## 2. Acknowledgement of Federal Award.

- 2.1. Federal Award Identification Number (FAIN): **SLFRP0002**
- 2.2. Total amount of the federal award (State of Washington): **\$4.4 Billion**
- 2.3. Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency: **March 3, 2021 – December 31, 2024**
- 2.4. Federal Awarding Agency: **U.S. Department of Treasury**
- 2.5. Research & Development (R&D): **Award will not be used for R&D**
- 2.6. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **To respond to the COVID-19 public health emergency or its negative economic impacts per the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds by providing pass-through funding to Emergency Food Assistance Programs that support the Subaward objective at the local level.**
- 2.7. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
  - a. Federal Awarding Agency: **US Department of the Treasury**
  - b. Pass-through Entity: **Washington State Department of Agriculture Food Assistance (WSDA FA)**
  - c. Awarding Official: **Kim Eads, FA Program Manager. Email address: [keads@agr.wa.gov](mailto:keads@agr.wa.gov)**
- 2.8. Total Amount of the Federal Funds Obligated to the Subawardee by the Subrecipient including the current financial obligation: **See Face Sheet**
- 2.9. Sub-subaward Period of Performance: **See Face Sheet**
- 2.10. Sub-subaward Budget Period Start and End Date: **See Face Sheet**
- 2.11. Assistance Listing Number and Title: **21.027, Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)**

- 2.12. Subawardee indirect cost rate for federal award per [§ 2 CFR 200.414](#):
- a.  De minimis rate (10%)
  - b.  Federally approved indirect cost rate: \_\_\_\_\_% If not previously submitted, provide the Negotiated Indirect Cost Rate Agreement (NICRA) to Subrecipient (Lead Agency)
  - c.  N/A: not charging indirect for any of the funding provided in this Sub-subaward
- 2.13. The Subawardee agrees that any publications (written, visual, or sound), but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statements:
- "This project was supported by Grant No. ALN 21.027 awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the State and Local Fiscal Recovery Funds and the Washington State Department of Agriculture."
- 2.14. Subrecipient should follow the USDA Visual Standards Guide when using the USDA logo.
- 2.15. USDA awarding agencies may waive any requirement of 2 CFR § 415.2.

- 3. Advance Payments Prohibited.** Subawardee must not request payments in advance of or in anticipation of goods or services to be provided under this Subaward. EFAP is a reimbursement program and does not provide advance funding.
- 4. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, [28 CFR Part 35](#).** The Subawardee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- 5. Assignment.** The Subawardee must not transfer or assign this Sub-subaward, or any claim arising under this Sub-subaward, without prior written consent of the Lead Agency.
- 6. Attorneys' Fees.** In the event of litigation or other action brought to enforce Sub-subaward terms, each party bears its own attorney fees and costs.
- 7. Audit.** Subawardee shall meet the following audit requirements, and submit the required documents from this section to the Subrecipient.
- 7.1. General Requirements.**
- a. The Subawardee must maintain records and accounts in conformance with Paragraph 25, Recordkeeping and Reports, and in a manner that will facilitate financial and compliance audits.
  - b. If an audit is required under this Paragraph 7.2 or 7.3, and if Subawardee is a non-profit organization, Subawardee shall procure the services of a qualified certified public accountant to conduct audits.
  - c. Subrecipient reserves the right to recover from Subawardee all disallowed costs resulting from an audit.
  - d. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
    1. The Subawardee must respond to Subrecipient requests for information or corrective action concerning audit issues in a timely manner as defined by the Subrecipient.

- e. Any management letter from the auditor must also be included with the audit.
- f. Subawardees are required to complete the annual Audit Requirement Form for Sub Agencies (WSDA form AGR-2217) and submit it to the Lead Agency.

7.2. **Federal Funding of \$750,000 or more.** If Subawardee expends \$750,000 or more from all federal sources during Subawardee's fiscal year, as determined [Part 200.501](#) of the Federal Award Uniform Guidance, Subawardee will obtain a Single Audit conducted in compliance with Federal Award Uniform Guidance, and the requirements of this Sub-subaward. The \$750,000 includes the value of food received from federal food programs. If also receiving State EFAP funding, a Schedule of State EFAP Assistance must be included within the audit.

7.3. **Federal Funding of \$749,999 or less and State Funding of \$100,000 or more.** If Subawardee is not required to complete a Single Audit under Paragraph 7.2 and expends \$100,000 or more in total state funds in a fiscal year, Subawardee must have a financial audit at least every two (2) years that covers the previous two (2) years as defined by Government Auditing Standards ([The Revised Yellow Book](#)) and according to Generally Accepted Auditing Standards (GAAS). Subawardee shall submit annual audits to Subrecipient if Subawardee obtains annual audits for its own purposes. The Schedule of State EFAP Assistance must be included within the audit.

7.4. **Federal Funding of \$749,999 or less and State Funding of \$99,999 or less.** If Subawardee is not required to complete a Single Audit under Paragraph 7.2 or financial audit as described under Paragraph 7.3, Subawardee shall submit an Accounting System Verification Form (WSDA form AGR-2206) signed by an independent Certified Public Accountant or an appropriate financial officer who provides financial services for the Subawardee.

- a. Subawardees receiving food only are not required to complete the Accounting System Verification Form (WSDA form AGR-2206).

7.5. **Submittal Dates.**

- a. **Initial Submittal.** Subawardee will submit required forms and/or audits to the Lead Agency within thirty (30) days of execution of Sub-subaward.
- b. **Subsequent Submittals.** If required to prepare a Single Audit, Subawardee shall submit a copy of the Single Audit report to Lead Agency annually. If a Single Audit is not required, and the Subawardee is not audit exempt, the Subawardee shall submit the appropriate report a minimum of every two (2) years, or annually. Note: all audits are due within nine (9) months of the end of the Subawardee's fiscal year.
  - 1. Subawardee shall submit an Accounting System Verification Form (WSDA form AGR-2206) if applicable, and the Audit Requirement Form for Sub Agencies (WSDA form AGR-2217) on an annual basis.

**8. Civil Rights and Nondiscrimination Assurance.** Subawardee will ensure compliance with all federal, state, and local laws concerning civil rights and nondiscrimination.

8.1 Subawardee shall practice nondiscrimination in the employment of individuals and the delivery of services in all programs of the organization. All have the right to be free from discrimination because of race, creed, color, national origin, sex (including gender identity and sexual orientation), honorably discharged veteran or military status, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability and this is recognized as and declared to be a civil right.

8.2 Subawardee and Subawardee's agents, employees, and Subawardees (lower-tier) must comply with all applicable requirements regarding civil rights and prohibit discrimination against all individuals based on their race, color, religion, sex (including pregnancy, sexual orientation, or

gender identity), national origin, disability, age (40 or older), or genetic information (including family history).

- 8.3. Subawardee will participate in any civil rights or nondiscrimination training required.
- 8.4. Some Federal Statutes and regulations prohibiting discrimination that may be applicable to this award include, without limitation, the following:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at § 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
  - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal assistance.
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 § CFR Part 23, which prohibit discrimination on the Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - e. The Civil Rights Act of 1964 prohibits employment discrimination based on religion but exempts religious entities from this prohibition. 7 CFR § 16.3(c) expressly provides that religious organizations participating in USDA assistance programs do not waive this exemption. Consistent with this legal authority, religious employers may preferentially hire persons whose beliefs and conduct are consistent with the employers' religious precepts and not be at risk of losing USDA federal assistance funding.

**9. Confidential Information.** Subawardee shall comply with all laws and regulations concerning confidential information it may collect in the course of performing services under this Sub-subaward. Subawardee shall not release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons the client's personal information without express written consent of the client or as provided by law.

**10. Continued Eligibility.** Subawardee shall ensure that it continues to meet the following requirements throughout the Sub-subaward term:

- 10.1. Subawardee shall be a nonprofit corporation or public nonprofit agency which has been in operation as a Food Bank for at least one year prior to the beginning date of the Agreement.
- 10.2. If Subawardee is not a public agency, Subawardee must be recognized as a 501(c)(3) tax-exempt charitable organization.
  - a. Subawardee must have had IRS 501(c)(3) nonprofit status for at least one (1) year prior to the beginning date of the Agreement.
    1. If Subawardee loses 501(c)(3) status during the Sub-subaward term as a result of automatic revocation of IRS 501(c)(3) nonprofit status for failure to file reports, Subawardee remains provisionally eligible to receive funding or food but, within thirty (30) days of notice of termination, Subawardee must reapply for 501(c)(3) status and provide proof of reapplication to Subrecipient.

2. This Sub-subaward terminates upon Subawardee's failure to timely provide proof of reapplication to Subrecipient, unless Subawardee can show good cause for the failure to reapply. Subawardee shall forward documentation of IRS recognition of 501(c)(3) status to Subrecipient within 180 days of the reapplication date. This Sub-subaward terminates if Subaward's tax-exempt status is denied.
- 10.3. Subawardee must have a UEI (Unique Entity Identifier) number and maintain active registration in the Federal System for Award Management (SAM).
  - 10.4. Current Washington Secretary of State nonprofit corporation status is required if Subawardee is not a public agency or church. Churches and religious organizations associated with a church are exempt from this requirement.
  - 10.5. Subawardee shall continue to exhibit management and financial capabilities necessary to administer EFAP under this Agreement.
    - a. Subawardee must have established strong internal controls and fund accounting procedures to assure the proper disbursement of and accounting for all food and or funds provided.
    - b. Subawardee must provide evidence of adequate required insurance, including fidelity insurance.
    - c. Subawardee must meet all reporting requirements in a timely manner, including submission of EFAP State Invoice Vouchers (WSDA form AGR-2226).
      1. Including reporting of Pounds of food distributed to Food Pantries and Food Bank expenses claimed.

**11. Debarment, Suspension, or Ineligibility.** The Subawardee certifies that the Subawardee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal or State department or agency from participating in transactions. Attachment D and the following apply:

- 11.1. Sub Agency must notify the Lead Agency within thirty (30) days of suspension, debarment, or any exclusion from participating in transactions.
- 11.2. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), § 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Subawards described in 2 § CFR Part 180, subpart B) that the award is subject to § 2 CFR Part 180.
- 11.3. Subrecipient and/or its Subawardee must conduct suspension and debarment checks prior to entering into any Agreement with a Contractor/Vendor with value of \$25,000 or more, including the requirement to include this in all lower tier covered transactions.
- 11.4. The Federal Exclusion List in all primary and lower tier covered transactions and agrees to access the Federal Exclusion List at <https://sam.gov/content/exclusions> and to keep a copy on file with the Subawardee's project records. Registration with the System for Award Management (SAM) and the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://sam.gov>) are required for Subawardees.
- 11.5. Debarment and Suspension (Executive Orders 12549 and 12689) - An award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR § part 1986 Comp., p. 189) and 12689 (3 CFR § part 1989 Comp., p. 235), "Debarment and Suspension."
- 11.6. 2 CFR § 417 Non-procurement Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



**12. Disputes.** Except as otherwise provided in this Sub-subaward, when a dispute arises between the Subrecipient and Subawardee that cannot be resolved by direct negotiation, the dispute shall be resolved according to the process established by the Subrecipient

- 12.1. Subrecipient shall establish a written dispute resolution process for Subawardees under this Agreement no later than thirty (30) days after execution of the Sub-subaward.
- 12.2. The Subrecipient dispute resolution process shall not include WSDA FA as the arbitrator. WSDA FA is available to review and provide feedback to Subrecipient when they are dealing with a Subawardee dispute.
- 12.3. The Subrecipient shall provide a copy of the dispute process to all Subawardees within forty-five (45) days of the Sub-subaward execution date.
- 12.4. Dispute Resolution Resources: Authorized by the state legislature in the 1984 Court Improvement Act, Dispute Resolution Centers (DRCs) help create solutions to resolve disagreements by offering voluntary, confidential, informal, and non-adversarial alternatives to the legal system. Each DRC is a private, nonprofit organization or a service of local government with community-based facilitators. A list of DRCs by county may be found at:  
[https://www.courts.wa.gov/court\\_dir/?fa=court\\_dir.dispute](https://www.courts.wa.gov/court_dir/?fa=court_dir.dispute).
- 12.5. This dispute process precedes any action in a judicial or quasi-judicial tribunal. Nothing in this Sub-subaward limits the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

**13. Distribution of Food or Funds, Associated Services.** Throughout the period of performance, Subawardee shall comply fully with the following EFAP requirements:

- 13.1. Food Banks must at least equally match their EFAP Agreement with funds from other sources.
  - a. At least fifty percent (50%) of the minimum required match must be cash (hard match).
  - b. The balance of the required match may be in-kind contributions (soft match). Soft match may include the value of foods from TEFAP, CSFP, and other programs serving EFAP clients and Food Pantries.
  - c. The match for EFAP must be in the same timeframe as the applicable EFAP state fiscal year.
- 13.2. Subawardee shall have a food procurement system in place and adhere to requirements as outlined in the Food Procurement Priority System.
- 13.3. Subawardee must be able to provide adequate storage relative to the quantities needed to meet the demands of the service area for this Agreement.
- 13.4. Subawardee shall not sell or barter any food purchased with or supported by EFAP funding.
- 13.5. Subawardee shall adhere to a policy of good stewardship of public funds. When procuring food, Subrecipient shall attempt to procure food by donation, from nonprofit distributors (i.e., Food Lifeline or Northwest Harvest purchase programs), wholesale or food brokers, local retailers, and farms.
- 13.6. Subawardee must adhere to safety and sanitation standards and adhere to all applicable local, state, and federal regulations on food safety and sanitation surrounding the areas of ground and warehouse maintenance, food storage, and pest control.
  - a. Foods that show signs of spoilage, infestation, or other visible defects should not be used or distributed, regardless of product dates or when the foods were received, as such food is generally considered not fit for human consumption.
  - b. Expired food must not be purchased with EFAP funds.

- 13.7 Subawardee's operations shall be open a fixed number of hours and days each week or month. The Subawardee shall notify Subrecipient of any changes in their hours of operation.
- 13.8 Subawardee shall use EFAP funds only for activities directly related to providing emergency food assistance. Subawardees are allowed to use funds for administrative and operational expenses, including direct service expenses and equipment purchases. Subawardee shall not use more than ten percent (10%) of its total allocation to defray administrative and/or indirect costs: see Administrative Cap definition.
- Subawardee shall only bill for allowable administrative activities and expenses, including direct service expenses, and agency indirect expenses not attributable to any one specific program. It is essential that each item of the cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect cost in order to avoid possible double charging of state or federal awards.
- a. Allowable administrative activities and expenses may include:
    1. Personnel costs: salaries, wages, and fringe benefits for administrative staff.
    2. Office supplies and lease, rental, and repairs of equipment.
    3. Travel expenses for administrative staff.
    4. Rental or lease of space.
    5. Telephone, postage, mailing, printing, and copying.
    6. Insurance and audit costs.
  - b. Allowable operational activities and expenses may include:
    1. Personnel costs: salaries, wages, and fringe benefits for personnel who are actually performing duties related to EFAP.
    2. Travel/Transportation: mileage expense related to the direct provision of services.
    3. Food purchases for distribution to clients.
    4. Space Costs: rent or lease payments for facilities and costs of power, heat, and water for space occupied by program staff and for storage and warehouse areas.
    5. Communication costs (telephone, mailing, and printing) for direct program services.
  - c. Equipment, Capital Improvement, and computer purchases costing less than \$5,000.
    1. EFAP is following the Uniform Guidance that defines equipment and computer purchases costing less than \$5,000 as supplies.
  - d. Essential non-food expenses are limited to the allowable percentage of up to twenty-five percent (25%) of the Sub-subaward.
    1. These items include cleaning supplies, dental adhesive, deodorant, detergent, diapers, dish soap, facial tissue, feminine products, hand soap, paper towels, napkins, shampoo, shaving products, teeth/denture cleaner products, toilet paper, and toothbrushes.
  - e. Other operational costs, such as supplies, lease, and repair of equipment directly related to providing services.
  - f. Facilities maintenance and repair costs are allowable. Prevailing wage requirements may apply.
- 13.9 There is no limit on the percentage Lead Agencies and Sub Agencies may spend on operational costs.
- 13.10 Capital expenditures including Equipment and Capital Improvements are allowable. Prior approval is required for Equipment purchases and Capital Improvements costing \$5,000 or more.
- 13.11 Capital Improvement projects costing \$5,000 or more, state prevailing wage laws may apply even if Davis Bacon and related Acts (federal prevailing wage) are not required under the Federal source of funding.



- 13.12 Expenses must be necessary and reasonable for proper and efficient performance and administration of EFAP.
- a. Reimbursement for travel expenditures must comply with state policies published in Chapter 10 of the State Administrative & Accounting Manual (SAAM) at <https://ofm.wa.gov/sites/default/files/public/legacy/policy/10.pdf>.
  - b. Mileage reimbursement and per diem rates must not exceed the rates published in SAAM Ch. 10, Sec. 90, which may be periodically updated. Airfare costs in excess of the customary standard commercial airfare (coach or equivalent), Federal Government contract airfare, or the lowest commercial airfare is unallowable.
- 13.13 Expenses must be determined in accordance with the Generally Accepted Accounting Principles (GAAP) except as otherwise stipulated. If the Subawardee has more restrictive policies, the more restrictive policies take precedence.
- a. Subawardee shall not use more than ten percent (10%) of its total allocation to defray administrative or indirect costs, which includes administrative direct expenses and indirect expenses: see Administrative Cap definition.
- 13.14 Subawardee shall not use EFAP funds for Unallowable expenses:
- a. Activities not related to the food assistance program.
  - b. Administrative and/or indirect expenses above the allowable ten percent (10%) of the Sub-subaward.
    1. Subawardee shall only bill for allowable administrative activities and expenses, including agency indirect expenses not attributable to any one specific program. It is essential that each item of the cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect cost in order to avoid possible double charging of state or federal awards.
  - c. Payment of mortgages or leases with option to buy.
  - d. Purchases of new buildings and/or land.
  - e. Late fees.
  - f. Expenses reimbursed by other programs.
  - g. Expenses incurred outside of the program's funding period (July 1- June 30).
- 13.15 WSDA FA will make payments on a reimbursement basis only for eligible expenditures up to the amount of the Agreement.
- a. Funds not spent in the first year may not be carried over to the second year of the Agreement.
  - b. The second-year funds cannot be spent in the first year of the Agreement.

**14. Ethics/Conflict of Interest.** Subawardee shall comply with [chapter 42.52 RCW](#), the Ethics in Public Service Act, and any other applicable state or federal law related to ethics or conflicts of interest.

**15. Indemnification.** To the fullest extent permitted by law, Subawardee shall indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, and employees, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Subawardee's performance or failure to perform this Sub-subaward. The Subawardee's obligation to indemnify, defend, and hold harmless includes any claim by the Subawardee's agents, employees, representatives, or any Sub-subawardee or its agents, employees, or representatives.

Subawardee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers. Subawardee

waives its immunity under [Title 51 RCW](#) to the extent it is required to indemnify, defend, and hold harmless the state and its agencies, officials, agents, or employees.

**16. Inspection.** Upon reasonable notice and at reasonable times, Subawardee shall allow access for Subrecipient, WSDA FA, representatives of the Washington State Auditor's Office, and any applicable federal agencies to inspect, review, and audit all records concerning this Sub-subaward. Subawardee shall allow Subrecipient, WSDA FA, representatives of the Washington State Auditor's Office, and any applicable federal agencies to have access to inspect, without notice, all records concerning this Sub-subaward.

**17. Insurance.** Subawardee must secure and maintain required insurance coverage.

17.1 At a minimum this includes:

- a. Have public liability to protect against legal liability arising out of services under the Agreement.
- b. Have liability coverage on vehicles used for business purposes.
- c. Secure adequate fidelity insurance (applies to Subawardees receiving EFAP funding). The amount of coverage must be \$100,000, or the highest planned reimbursement per Sub-subaward, whichever is lowest.
- d. Theft coverage of not less than the replacement value of equipment and inventory purchased with EFAP funds when the acquisition cost was \$5,000 or more.
- e. The Subrecipient may require the Subawardee to name the Subrecipient, its agents, and employees as additional insured. If required, Subawardee will co-insure the Subrecipient and provide evidence of such action.
- f. The Subawardee must comply with all the applicable provisions of Title 51 RCW – Industrial Insurance Coverage.
- g. Subawardee shall submit the insurance certifications and additional insured endorsements within thirty (30) days of Sub-subaward execution and annually thereafter. The additional insured endorsement must be an ISO Standard Endorsement CG 2026 or equivalent.

17.2 If Subawardee has an annual budget of \$200,000.00 or more per year, Subawardee shall maintain insurance coverage meeting the following requirements:

- a. Minimum public liability insurance coverage of \$1,000,000 per occurrence.
- b. For using motor vehicles in conducting activities, minimum liability coverage of \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property; in addition, collision, and comprehensive insurance against physical damage, including theft, shall be provided except when the cost of the coverage would exceed the value of the vehicle.

17.3 If Subawardee has annual budget of \$199,999.99 or less per year, Subawardee shall maintain insurance coverage meeting the following requirements:

- a. Minimum public liability insurance coverage of \$500,000 per occurrence.
- b. For using motor vehicles in conducting activities, minimum liability coverage of \$500,000 per occurrence, using a Combined Single Limit for bodily injury and property.

**18. Laws.** Subawardee shall comply with all applicable laws, ordinances, codes, regulations, and policies, as amended, of local, state, and federal government.

**19. Order of Precedence.**

In the event of an inconsistency in this Sub-subaward, the inconsistency shall be resolved by giving precedence in the order as stated in the following order:

19.1. Applicable federal and state statutes, regulations, and policies.

- 19.2. Sub-subaward Face Sheet.
- 19.3. Attachment A: Terms and Conditions.
- 19.4. Attachment D: Suspension and Debarment Certification.
- 19.5. Attachment B: Warehouse and Storage Capability.
- 19.6. Attachment C: Warehouse Locations Listing.
- 19.7. EFAP Procedure Manual, incorporated by reference from the Face Sheet.
- 19.8. EFAP Sub Agency Invoices, incorporated by reference from the Face Sheet.
- 19.9. All handouts & Instructions provided by Subrecipient including WSDA FA instructions during the Sub-subaward period, incorporated by reference from the Face Sheet.

**20. Period of Performance.** The period of performance is two consecutive fiscal years or one biennium (unless otherwise noted in the Sub-subaward Period on the face sheet). The period of performance for each fiscal year begins on July 1st and ends June 30th of the following calendar year unless earlier terminated as provided for in this Sub-subaward. Included with the period of performance is a three-month fiscal closeout period ending September 30th as noted in the Sub-subaward Period.

**21. Political Activities.** Subawardee shall not use any funds or food granted under this Sub-subaward to work for or against ballot measures or for or against the candidacy of any person for public office. Political activity of Subawardee and Subawardee's officers and employees shall comply with the State Campaign Finances and Lobbying provisions of [chapter 42.17 RCW](#).

**22. Program Requirements.** Throughout the Sub-subaward period, Subawardee shall comply fully with all provisions of this Sub-subaward, and as amended, and:

- 22.1. All applicable federal, state, and laws, and all regulations, rules, guidance, policies, and ordinances that apply to these funding sources.
- 22.2. Washington State Department of Agriculture (WSDA) Food Assistance EFAP Procedures Manual.
- 22.3. Chapter 2 Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (Federal Award Uniform Guidance).
- 22.4. Provisions required under Chapter 2 Part 200 § 200.331 Subrecipient and Subawardee determinations , as applicable.
- 22.5. Subawardee's purchasing, fiscal, and project management policies, if more restrictive than the requirements of this Sub-subaward.
- 22.6. Unless revised, all terms and conditions listed in the Sub-subaward remain in full force and effect, including the General Terms and Conditions to the extent they do not conflict with the Special Terms and Conditions. See Order of Precedence, Paragraph 19.

**23. Property Management.** Property purchases are subject to the Washington State Administrative and Accounting Manual ([SAAM](#)) which defines the state's capitalization policy. Subawardee shall comply with the state policy, the [Federal Award Uniform Guidance, Subpart D Section 200.310 through 200.326](#). Please be advised that prevailing wage laws (federal and or state) may apply to capital improvement projects.

- 23.1. Subawardee must reference the EFAP Procedures Manual, Equipment Procurement Requirements and Guidelines (WSDA publication 609-454), and Capital Improvement Guidelines (WSDA publication 609-898) available from WSDA FA when undertaking property purchases, procurement, inventory management, and disposal.
- 23.2. Subawardee shall work with Subrecipient to obtain WSDA FA preapproval for any capital asset costing \$5,000 or more by using the Food Assistance Equipment Purchase Request/Approval Form

(WSDA form AGR-2204) or the Capital Improvement Purchase Request/Approval Form (WSDA form AGR-2308), regardless of the percentage of FA funding used to cover the cost.

- 23.3. Capital assets purchased at least in part with FA funding are subject to inventory tracking and reporting requirements.
- 23.4. Subawardee may use equipment purchased with FA funds as a trade-in for other equipment with prior approval, if original purchase price was greater than \$5,000.
- 23.5. Subawardee must follow Food Assistance disposal requirements for capital assets with an original purchase of \$5,000 or more for which the cost was covered in part or in full by FA funds.
- 23.6. Subawardee must have procurement policies, including inventory policies, in place when they purchase and maintain property purchased with FA funding. Subawardee must obtain Subrecipient approval of procurement policy.

**24. Publicity.** Subawardee shall not publish or use any advertising or publicity materials that state, infer, or implies the name of the state of Washington or WSDA FA without the prior written consent of WSDA.

**25. Recordkeeping and Reports.** Subawardee shall maintain and make available all books, records, documents, data, and other evidence relating to this Sub-subaward and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Sub-subaward.

- 25.1. Subawardee shall retain such records for a period of six (6) years following the date of final payment under the Sub-subaward.
- 25.2. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.
- 25.3. Subawardee is required to have a program site review by the Lead Agency at least once per Agreement period (once every other year). Any findings must be resolved as WSDA FA will be notified of any significant corrective actions required.
- 25.4. Subawardee shall timely submit to Subrecipient the following reports and records:
  - a. Monthly expenditure reports of EFAP funds (as applicable), including dollars spent under the budget categories of administration, operations (which includes dollars spent for food purchases), special dietary needs food, and equipment.
    1. Expenditure reports shall include any supporting documentation of all allowable costs incurred for the month as required by Subrecipient. Reports are due to the Subrecipient by date requested, whether or not any expense occurred.
  - b. A yearly closeout report that includes fiscal, service counts, food distributed, and match data. Closeout reports are due to the Subrecipient on date requested so that Subrecipient can submit to WSDA FA within 45 days of the end of the fiscal year.
  - c. Any other report that WSDA FA requires the Subrecipient to obtain from its Subawardees.
- 25.5. Any report that Subawardee fails to deliver on time is considered delinquent.

**26. Regulatory and Statutory Requirements.** Throughout the Sub-subaward period, Subawardee shall comply fully with all provisions of this Sub-subaward, future Amendments, and the [Office of Management and Budget \(OMB\) Guidance for Grants and Agreements](#). This Federal financial assistance award is subject to rules and regulations [incorporated by full text or by reference] as noted below:

Government-wide Regulations:

1. [2 CFR § Part 25](#): "Universal Identifier and System for Award Management" – applies to all applicants and recipients of Federal awards, other than those exempted by statute or exempted.
2. [2 CFR § Part 170](#): "Reporting Sub-award and Executive Compensation Information" – provides guidance to establish requirements for recipients' reporting of information on Subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 ([Pub. L. 109-282](#)), as amended by section 6202 of [Public Law 110-252](#), hereafter referred to as "the Transparency Act".
3. [2 CFR § Part 175](#): "Award Term for Trafficking in Persons"
4. [2 CFR § Part 180](#): "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)" including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR § Part 180, subpart B) that the award is subject to 2 CFR § Part 180.
5. [2 CFR § 182](#): "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
6. [2 CFR § 183](#): "Never Contract with the Enemy"
7. [2 CFR § 200](#): "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as applicable, shall apply to this award.
8. [2 CFR § 200.216](#): "Prohibition on certain telecommunications and video surveillance services or equipment"
9. [2 CFR § 200 Subpart B](#): "establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities"
10. [2 CFR § 200 Subpart C](#): "Pre- Federal Award Requirements and Contents of Federal Awards"
11. [2 CFR § 200 Subpart D](#): "Post Federal Award Requirements"
12. [2 CFR § 200 Subpart E](#): "Cost Principles"
13. [2 CFR § 200 Subpart F](#): "Audit Requirements" of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
14. [2 CFR § 400](#): "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" USDA policies and procedures for uniform administrative requirements, cost principles, and audit requirements for Federal awards. It thereby gives regulatory effect for the USDA to the OMB guidance, as supplemented by this part.
15. [2 CFR § Part 415](#): "General Program Administrative Regulations"
16. [2 CFR § Part 416](#): "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"
17. [2 CFR § Part 417](#): "Non-Procurement Debarment and Suspension" – Clarifies that the Subrecipient must also conduct suspension and debarment checks prior to entering into any contract (vendor purchase) with a value of \$25,000 or more, including the requirement to include this in all lower tier covered transactions.
18. [2 CFR § Part 418](#): "New Restrictions on Lobbying"
19. [2 CFR § Part 421](#): "Requirements for Drug-Free Workplace (Financial Assistance)"
20. [7 CFR § 1, Subpart A](#): "Official Records" (Freedom of Information Act)
21. [7 CFR § 1b](#): "National Environmental Policy Act"
22. [7 CFR § Part 3](#): "Debt Management" – Collection, compromise, suspension, or termination of debts owed to the United States.
23. [7 CFR § 15, Subpart A](#): "Nondiscrimination in Federally-Assisted Programs of the Department of Agriculture—Effectuation of Title VI of the Civil Rights Act of 1964"
24. [7 CFR § Part 16](#): "Equal Opportunity for Religious Organizations"



25. [41 USC § 22](#): "Interest of Member of Congress" [7 CFR § 331](#) and [9 CFR § 121](#) — USDA implementation of the Agricultural Bioterrorism Protection Act of 2002
26. [37 CFR § 401](#): "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements"
27. [41 CFR §§ 301-10.131 to 301-10.143](#): use of United States Flag Air Carriers, which implements the Fly America Act (49 U.S.C. 40118). For more information see <http://www.gsa.gov/portal/content/103191>
28. [48 CFR Subpart 31.2](#): "Contracts with Commercial Organizations"
29. [8 USC § 1324a](#) – "Unlawful employment of aliens"
30. [29 USC § 794](#): "Nondiscrimination under Federal grants and programs"
31. [41 USC § 22](#): "Interest of Member of Congress"
32. [41 USC § 4712](#): "Pilot program for enhancement of contractor protection from reprisal for disclosure of certain information"
33. [44 USC § 3551](#) et seq. ([P.L. 107-347](#)): Federal Information System Security Management Act of 2002 (FISMA)
34. [EO 13166](#): Improving Access to Services for Persons with Limited English Proficiency – take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with [LEP Implementation Strategy for AMS' Federally-Assisted Programs](#)
35. [EO 13798](#): "Promoting Free Speech and Religious Liberty" – as a recipient you must not discriminate against sub recipients on the basis of their religious character
36. [EO 13858](#): Strengthening Buy-American Preferences for Infrastructure Projects (Except for Section 5, revoked by EO 14005) [EO 13864](#): Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities
37. [EO 13933](#): Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence
38. [EO 13988](#): Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
39. [EO 13991](#): Protecting the Federal Workforce and Requiring Mask-Wearing
40. [EO 13999](#): Protecting Worker Health and Safety
41. [EO 14005](#): Ensuring the Future Is Made in All of America by All of America's Workers
42. Motor Vehicle Safety – Highway Safety Act of 1966, as amended ([23 USC §§ 402 & 403](#)); Government Organization and Employees Act, as amended ([5 USC § 7902 \(c\)](#)); Occupational Safety and Health Act of 1970, as amended ([29 USC § 668](#)); Federal Property and Administrative Services Act of 1949, as amended ([40 USC § 101, et seq.](#)); Increasing Seat Belt Use in the United States ([EO 13043](#)); Federal Leadership on Reducing Text Messaging While Driving ([EO 13513](#))
43. Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, [P.L. No. 112-55](#), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate Federal tax delinquencies
44. [Appendix XII to Part 200](#): "Award Term and Condition for Recipient Integrity and Performance Matters" – pursuant to which the award term set forth in 2 CFR § Part 200, Appendix XII to Part 200 is hereby incorporated by reference
45. Safeguarding Personally Identifiable Information/Privacy Act. The subrecipient shall follow the rules and procedures of disclosure set forth in the [Privacy Act of 1974, 5 USC § 552a](#), and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act

46. 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](#))
47. WSDA FA Instruction and USDA Instruction specific to this Sub-subaward.

**27. Savings.** If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Sub-subaward and prior to normal expiration, Subrecipient may immediately terminate the Sub-subaward for convenience in conformance with Paragraphs 29-31 (Termination or Suspension). In lieu of termination, the parties may amend the Subcontract to reflect the new funding limitations and conditions.

**28. Survival.** The terms, conditions, and warranties contained in this Sub-subaward that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Sub-subaward shall so survive.

**29. Termination or Suspension for Cause.** If the Lead Agency determines the Subawardee has failed to comply with the conditions of this Agreement in a timely manner, the Lead Agency must notify the Subawardee in writing of the need to take corrective action, unless such notice of corrective action is otherwise excused by this Agreement.

**30. Termination or Suspension for Convenience.** The Lead Agency may terminate or suspend this Sub-subaward for convenience, in whole or part, upon thirty (30) days written notice. If this Sub-subaward is terminated, the Lead Agency is liable only for payments required under the terms of this Sub-subaward for services rendered or goods provided prior to the effective date of termination.

The Lead Agency may suspend all or part of the Sub-subaward or prohibit the Subawardee from incurring additional obligations of funds during investigation of the alleged breach or the time Subawardee takes for corrective action.

If the Subawardee does not take required corrective action within thirty (30) days, the Lead Agency may immediately, or upon a date determined by the Lead Agency, terminate the Agreement. If so terminated, the termination is deemed a "Termination for Convenience" if the Lead Agency determines that failure to perform was outside the control of the Subawardee and the Subawardee is not otherwise in default, at fault, or negligent.

In the event of termination or suspension for cause, the Subawardee is liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

**31. Termination or Suspension for Loss of Funding or Government Shutdown.** If funding from any source is withdrawn, reduced, or limited in any way after the effective date of this Sub-subaward, the Lead Agency may immediately terminate or suspend the Sub-subaward without advance notice. In lieu of termination or suspension, the parties may amend the Agreement to reflect the new funding limitations and conditions. If temporary federal or state government shutdowns occur for any reason, the Lead Agency may suspend this Sub-subaward or delay payments due under it without advance notice.

**32. Volunteers.** Subawardees shall make reasonable effort to secure the services of volunteers and other training or work program participants.

**33. Waiver.** Waiver of any default or breach does not waive any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Sub-subaward unless stated to be such in writing and signed by Subrecipient's authorized representative.





Emergency Food Assistance Program (EFAP) Food Bank Sub-subaward  
**Attachment B: Warehouse and Storage Capability**

An Emergency Food Assistance Program (EFAP) Food Bank is an agency that collects, warehouses, and distributes products to EFAP Food Pantries on a regional, county, or statewide basis. Applicants for EFAP Food Bank funds must demonstrate capability to store, handle, and distribute food products. Please complete the sections below as documentation of capacity and capability of performance.

The overall square footage of the warehouse is: \_\_\_\_\_

1. A warehouse shall have the ability to properly store shelf-stable products.

The warehouse has: \_\_\_\_\_ square feet of dry storage space.

2. A Food Bank should have walk-in freezer and cooler capacity sufficient to meet the needs of their service area.

The warehouse has: \_\_\_\_\_ cubic feet of freezer space.

\_\_\_\_\_ cubic feet of cooler space.

3. A Food Bank should have either a:

Loading dock      - or -       Area designated to unload full-sized semi-trucks.

4. A Food Bank shall have the ability to load and unload food products within a reasonable time and with suitable equipment. Fill in type of equipment\* available (example: hand cart, pallet jack, or forklift), total number of each type, and whether you rent or own the equipment.

Loading Equipment Type *	Total Number	Rent or Own

**Transportation**

1. As an Emergency Food Assistance Program food bank, we attest to having the capability to perform the following:

- Transport all products in a manner appropriate to protect their integrity.
- Pick up all donations within a reasonable time frame.
- Arrange long distance and private carrier trucking, as needed.

2. Please describe the transportation system within your designated region:

3. Please list the type and number of vehicles the transportation system uses within your designated region. \*Vehicle type could include refrigerated vans or truck, box truck or similar type. It is what you use to transport the product.

Vehicle Type *	Total Number

**Leveraging Capability**

The Food Bank has the ability to solicit donated or reduced-price food products.  Yes  No

Describe the agreement within your service delivery area to leverage food products:



Emergency Food Assistance Program (EFAP) Food Bank Sub-subaward  
Attachment C: Warehouse Locations Listing

Sub Agency Name: \_\_\_\_\_

Site Name:	Site Address:
Contact Name:	Contact Info:
Type: <input type="checkbox"/> Sub Agency Owned Site <input type="checkbox"/> Sub Agency Operated Site <input type="checkbox"/> Sub Agency Sponsored Site	Select One: <input type="checkbox"/> Non-Religious (Non-Faith Based) <input type="checkbox"/> Religious Organization (Faith Based)
Site Name:	Site Address:
Contact Name:	Contact Info:
Type: <input type="checkbox"/> Sub Agency Owned Site <input type="checkbox"/> Sub Agency Operated Site <input type="checkbox"/> Sub Agency Sponsored Site	Select One: <input type="checkbox"/> Non-Religious (Non-Faith Based) <input type="checkbox"/> Religious Organization (Faith Based)
Site Name:	Site Address:
Contact Name:	Contact Info:
Type: <input type="checkbox"/> Sub Agency Owned Site <input type="checkbox"/> Sub Agency Operated Site <input type="checkbox"/> Sub Agency Sponsored Site	Select One: <input type="checkbox"/> Non-Religious (Non-Faith Based) <input type="checkbox"/> Religious Organization (Faith Based)
Site Name:	Site Address:
Contact Name:	Contact Info:
Type: <input type="checkbox"/> Sub Agency Owned Site <input type="checkbox"/> Sub Agency Operated Site <input type="checkbox"/> Sub Agency Sponsored Site	Select One: <input type="checkbox"/> Non-Religious (Non-Faith Based) <input type="checkbox"/> Religious Organization (Faith Based)
Site Name:	Site Address:
Contact Name:	Contact Info:
Type: <input type="checkbox"/> Sub Agency Owned Site <input type="checkbox"/> Sub Agency Operated Site <input type="checkbox"/> Sub Agency Sponsored Site	Select One: <input type="checkbox"/> Non-Religious (Non-Faith Based) <input type="checkbox"/> Religious Organization (Faith Based)



Emergency Food Assistance Program (EFAP) Food Bank Sub-subaward  
**Attachment D: Suspension and Debarment Certification**

The Sub Agency, by signature on this attachment, certifies that the Sub Agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any federal or state department or agency from participating in transactions.

The Sub Agency certifies that it:

- a. Is not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by any federal or state department /agency;
- b. Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; and
- d. Has not within a three-year period preceding this certification had one or more public transactions or Agreement (federal, state, or local) terminated for cause or default.

The Sub Agency was previously registered and active within SAM (System for Award Management) and has been assigned the following Unique Entity ID: \_\_\_\_\_

Expiration date of last active SAM registration: \_\_\_\_\_

The Sub Agency further certifies that it shall not knowingly enter into any transaction with any agency, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department /agency.

Sub Agency Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_