



Emergency Food Assistance Program (EFAP) 2025-2027 Food Bank Sub Agency Agreement

Name of Food Bank (Sub Agency): _____

Name of Lead Agency: _____

Sub Agency Agreement Due Date to
Lead Agency: _____

Funding period:	July 1, 2025 – June 30, 2027
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Note: For the 2025-2027 EFAP Biennial Funding, the Washington State Department of Agriculture Food Assistance (WSDA FA) has prepared this Food Bank Sub Agency Agreement Template for the Lead Agency's use. WSDA FA does not warrant the template fully protects Lead Agency's needs or interests. WSDA FA expressly disclaims that the Sub Agency Agreement template includes all details of any Agreement that may exist between the Lead Agency and Sub Agency. The Lead Agency must rely on itself or seek its own legal counsel to determine the adequacy of any provisions of any Agreement it enters into with its Sub Agencies.

Sub Agencies must address any questions about this Sub Agency Agreement with their Lead Agency.

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

- ☐ Food Bank Sub Agency Information
- ☐ Food Bank Sub Agency Agreement Face Sheet: An authorized signer (director of agency, board president or authorized designee) must sign and date the Face Sheet.
- ☐ Attachment A: Suspension and Debarment Certification
- ☐ Attachment B: Food Bank Warehouse and Storage Capability.
- ☐ Copy of IRS 501(c)(3) form if the Sub Agency is not a government or public agency, a federally recognized Tribe or Church.
- ☐ A copy of Washington Secretary of State Nonprofit Corporation Registration or Renewal is required.

A screen print of the registration from the Secretary of State's website will be sufficient.

Note: Not a requirement for federally recognized Tribes, public agencies, churches and religious organizations associated with a church.

- ☐ UEI (Unique Entity Identification) number is required.

The following items are due to the Lead Agency thirty (30) days after Sub Agency Agreement execution:

1. The Sub Agency's most recent audit report, if applicable.
☐ Check this box if you have previously submitted your most recent audit to the Lead Agency.
2. If applicable, FA Accounting System Verification Form (AGR-2206).
3. FA Audit Requirement Form for Sub Agencies (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 the Lead Agency for EFAP, only one (1) copy of any completed form or document is necessary.

For Lead Agency Use Only

☐ Administration is within allowable limits.

☐ Signatures on all forms.

☐ Sub Agency Agreement total is correct.

☐ All backup documentation is provided.

☐ Follow-up needed: _____

Date Sub Agency Agreement Received: _____

Date Sub Agency Agreement Complete, Signed & Returned to the Lead Agency: _____



Emergency Food Assistance Program (EFAP) Food Bank Sub Agency Agreement

Sub Agency Information

Date:

Sub Agency Name:

Physical Address:

Mailing Address (if different):

Type: ☐ 501(c)(3) Tax Exempt Charitable Org. ☐ Federally Recognized Tribe ☐ Local Gov't / Public Agency
☐ Nonprofit Corporation

Contact person for questions regarding responses to this form:

Name and Title

Phone

Email

Contacts

Board Chair or Equivalent

Name:

Email:

Address:

Phone:

City/State/Zip:

Executive Director or Business Administrator

Name:

Email:

Address:

Phone:

City/State/Zip:

Fiscal Director

Name:

Email:

Address:

Phone:

City/State/Zip:

EFAP Primary Contact

Name:

Email:

Address:

Phone:

City/State/Zip:

EFAP Fiscal or Secondary Contact

Name:

Email:

Address:

Phone:

City/State/Zip:



Emergency Food Assistance Program (EFAP) - Food Bank Sub Agency Agreement

Instructions for Completing the Food Bank Sub Agency Face Sheet

(Completed by the Lead Agency)

1. **Lead Agency Name and Address:** Enter legal name of Lead Agency, street and mailing address, including city and zip code.
2. **Food Bank 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 the 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 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 organization'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 Agency Agreement Period:** July 1, 2025 - August 31, 2027 (allows for a 2-month close out period).
13. **Funding Period:** July 1, 2025 – June 30, 2027.
14. **Total Sub Agency Agreement Amount:** Enter the amount the Food Bank will receive for in total for the biennium.
15. **Sub Agency Agreement Purpose:** Completed by WSDA FA.
16. **Estimated EFAP Budget:** Enter estimated amount of funds for the administration, operations, and equipment/capital improvements for each fiscal year. Add both fiscal year amounts together for the biennial amounts in each budget category.

Note: Unexpended first year funds may not be carried over to the second year. Second year funds may not be spent in the first year.
17. **The Sub Agency's acceptance of this Agreement for funding is subject to subsequent program reviews, which may require corrective action by the Sub Agency.**
18. **County(ies) Served by Food Bank:** Identify the county(ies) the Food Bank will serve with EFAP funds.
19. **Acknowledgment of Sub Agency Agreement:** Both the Lead Agency and the Sub Agency must sign. The Lead Agency must not sign this Sub Agency Agreement until execution of their Agreement with WSDA FA. For both parties, the Sub Agency Agreement must be signed by the person authorized to sign Agreements on behalf of their respective organizations.



Emergency Food Assistance Program (EFAP) Food Bank Sub Agency Agreement. Face Sheet

1. Lead Agency Name and Address:	11. Funding Authority: State of Washington RCW 43.23.290 Department of Agriculture
2. Food Bank - Sub Agency Name and Address:	12. Sub Agency Agreement Period: July 1, 2025 – August 31, 2027
3. Fiscal Sponsor, if applicable. Name and Address:	13. Sub Agency Agreement Funding Period: July 1, 2025 – June 30, 2027
4. Sub Agency Tax I.D. Number:	14. Total Sub Agency Agreement Amount:
5. Sub Agency UBI Number:	15. Sub Agency Agreement 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 Bank. This pass-through funding is provided through WSDA as authorized in RCW 43.23.290, authorizing WSDA to implement food assistance programs.
6. Sub Agency UEI Number:	
7. Sub Agency Fiscal Year:	
8. Sub Agency Authorized Signer:	
9. Sub Agency Authorized Signer Phone:	
10. Sub Agency Authorized Signer Email:	

16. Estimated EFAP Budget: Requests for reimbursement are subject to the following estimated budget:

<u>Category:</u>	SFY 2026 (7/1/25- 6/30/26)	SFY 2027 (7/1/26-6/30/27)	Biennial Total (7/1/25-6/30/27)
Administration & Indirect	<hr/>	<hr/>	<hr/>
Food Bank Operations	<hr/>	<hr/>	<hr/>
Equipment/Capital Improvement	<hr/>	<hr/>	<hr/>
Totals	<hr/>	<hr/>	<hr/>

17. The Sub Agency's acceptance of this Agreement for funding is subject to subsequent program reviews, which may require corrective action by the Sub Agency.

18. County (ies) Served by Food Bank:

19. ACKNOWLEDGEMENT OF SUB AGENCY AGREEMENT.

This Sub Agency Agreement is made by and between the Lead Agency and the Sub Agency.

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

The rights and obligations of both Parties to this Sub Agency Agreement are governed by this Sub Agency Agreement and future Amendments including: Applicable federal and state statutes, regulations and policies, Sub Agency Agreement Face Sheet, Terms and Conditions, Attachment A: Suspension and Debarment Certification, Attachment B: Food Bank Warehouse and Storage Capability, and other documents incorporated by reference: EFAP Procedures Manual, EFAP Sub Agency Invoice Vouchers, and any and all handouts/instructions received by the Sub Agency from the Lead Agency including WSDA FA instructions during the Sub Agency Agreement period.

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

Sub Agency

Lead Agency

Signature

Signature

Name and Title

Name and Title

Date

Date



Emergency Food Assistance Program (EFAP) Food Bank Sub Agency Agreement

Special Terms and Conditions

- 1. Program Requirements.** Throughout the Sub Agency Agreement period, Sub Agency shall comply fully with all provisions of this Sub Agency Agreement, and as amended, and:
 - 1.1. All applicable federal, state, and laws, and all regulations, rules, guidance, policies, and ordinances that apply to these funding sources.
 - 1.2. Washington State Department of Agriculture (WSDA) Food Assistance (FA) EFAP Procedures Manual.
 - 1.3. Sub Agency's purchasing, fiscal, and project management policies, if more restrictive than the requirements of this Sub Agency Agreement.
 - 1.4. Special Terms and Conditions will control over the General Terms and Conditions. See Paragraph 18, Order of Precedence, in the General Terms and Conditions.
- 2. Distribution of Food or Funds, Associated Services.** Throughout the period of performance, the Sub Agency shall comply fully with the following EFAP requirements:
 - 2.1. Food Banks Sub Agencies must meet their match requirements.
 - a. Food Banks must equally match their EFAP funds with at least fifty percent (50%) of the minimum required match must be cash (hard match).
 - i. The balance of the required match may be in-kind contributions (soft match may include the value of foods from TEFAP, CSFP, and other programs serving EFAP clients and Food Pantries).
 - b. The match for EFAP must be in the same timeframe as the applicable EFAP state fiscal year.
 - 2.2. When procuring food, the Sub Agency shall attempt to procure food by donation, and/or in alignment with the Food Procurement Priority System outlined in the EFAP Procedures Manual.
 - 2.3. The Sub Agency must be able to provide adequate storage relative to the quantities needed to meet the demands of the service area for this Agreement.
 - 2.4. The Sub Agency shall not sell or barter any food purchased with or supported by EFAP funding.
 - 2.5. The Sub Agency 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 distribute, regardless of product dates or when the foods were received, as such food is generally considered not fit for human consumption.
 - 2.6. Expired food must not be purchased with EFAP funds. Expired food is a disallowed expense.
 - 2.7. The Sub Agency shall use EFAP funds only for activities directly related to providing emergency food assistance. Sub Agencies are allowed to use state funds for administrative and operational expenses, including direct service expenses and equipment purchases. The Sub Agency shall not use more than fifteen percent (15%) of its total allocation to defray administrative and/or indirect costs – see Administrative Cap definition.
 - 2.8. There is no limit on the percentage Lead Agencies and Sub Agencies may spend on operational costs.

- 2.9. The Sub Agency shall only bill for allowable administrative and operational 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 include:
 - i. Personnel costs - salaries, wages, and fringe benefits for program staff.
 - ii. Office supplies and lease, rental, and repairs of equipment.
 - iii. Travel expenses for administrative staff.
 - iv. Rental or lease of space.
 - v. Telephone, postage, mailing, printing, and copying.
 - vi. Insurance and audit costs.
 - vii. Other operational costs, such as supplies, lease, and repair of equipment directly related to providing services.
 - b. Allowable operational activities and expenses may include:
 - i. Personnel costs – salaries, wages, and fringe benefits for personnel who are actually performing duties related to EFAP.
 - ii. Travel/Transportation – mileage expense related to the direct provision of services.
 - iii. Food purchases for distribution to clients.
 - iv. 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.
 - v. Communication costs (telephone, mailing, and printing) for direct program services.
- 2.10. Essential non-food expenses are limited to the allowable percentage of up to twenty-five percent (25%) of the Sub Agency Agreement.
- a. Essential non-food expenses 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.
- 2.11. Facilities maintenance and repair costs are allowable. Prevailing wage requirements may apply.
- 2.12. Equipment purchases, equipment repairs, and capital improvements are allowable expenses as follows:
- a. Reimbursement will be limited to expenses allowed by the Washington State Administrative and Accounting Manual (SAAM) capitalization policy; the capitalization threshold for equipment purchases, equipment repairs, and capital improvements is \$10,000 or more. Prior WSDA FA approval is required for any capitalization expenditure of \$10,000 or more.
 - b. Reimbursement will not be paid for indirect costs related to equipment purchases, equipment repairs, or capital improvement projects.
- 2.13. Equipment purchases, repairs and capital improvements, including but not limited to computer purchases, costing less than \$10,000 are classified as supplies, and expensed. WSDA FA prior approval is not required, however, it is recommended to notify your Lead Agency.
- 2.14. Public works requirements, including but not limited to Washington State prevailing wage laws, apply to capital improvement projects that are performed with state grant funds.

- 2.15. 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.
- 2.16. Expenses must be consistent with the Generally Accepted Accounting Principles (GAAP), except as otherwise stipulated. If the Lead Agency or the Sub Agency have more restrictive policies, the more restrictive policies must be followed.
- a. The Sub Agency shall not use more than fifteen percent (15%) of its total allocation to defray administrative or indirect costs, which includes administrative direct expenses and indirect expenses.
- 2.17. The Sub Agency 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 fifteen percent (15%) of the Agreement.
 - i. The Sub Agency 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, meal program expenses.
 - f. Purchase of gift cards or expired food.
 - g. Expenses reimbursed by other programs.
 - h. Costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions.
 - i. Expenses incurred outside of the program's funding period (July 1- June 30).
- 2.18. WSDA FA will make payments to the Lead Agency on a reimbursement basis only for eligible expenditures up to the amount of the Agreement. Similarly, Sub Agencies must adhere to the following:
- 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.

3. Reporting. The Sub Agency shall maintain and make available all books, records, documents, data, and other evidence relating to this Sub Agency Agreement 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 Agency Agreement.

- 3.1. The Sub Agency shall break out and report amounts spent on EFAP food purchases.
- 3.2. The Sub Agency shall timely submit all reports and records to the Lead Agency.
- 3.3. The Sub Agency must report monthly pounds of food distributed to EFAP food pantries to the Lead Agency.

- 3.4. A yearly closeout report that includes fiscal, food distributed, and match data. Closeout reports are due to the Lead Agency on date requested so that the Lead Agency can submit their report to WSDA FA within forty-five (45) days of the end of the fiscal year.
 - 3.5. Any other report that WSDA FA requires the Lead Agency to obtain from its Sub Agency.
 - 3.6. Any report that the Sub Agency fails to deliver on time is considered delinquent.
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Emergency Food Assistance Program (EFAP) Food Bank Sub Agency Agreement

General Terms and Conditions

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

Administrative Cap: EFAP Lead Agencies are limited to twenty percent (20%) administrative costs of the total award. If the Lead Agency is also a Food Bank and/or a Food Pantry then the combined administrative costs cannot exceed twenty percent (20%) 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 twenty percent (20%) of the total award. A Food Bank is limited to fifteen (15%) of their individual award total for administrative costs. A Food Pantry is limited to fifteen percent (15%) 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 subject to a line item on the invoice. Salaries, wages, supplies, general expenses, and membership dues that are submitted as a line item in the invoice.

Agreement: A written Agreement between the Washington State Department of Agriculture (WSDA) and the Lead Agency 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 Sub Agency Agreement between the Lead Agency and the Sub Agency identifying the rights and obligations of both parties governed by the Sub Agency Agreement, including all exhibits, attachments or other documents incorporated by reference.

Applicant: For purposes of the EFAP program, an applicant can be a 501(c)(3) tax exempt organization, a federally recognized Tribe or a local government agency or a public agency that applies to the EFAP program for either funding, food or both.

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).

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.

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).

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 the Lead Agency or Sub Agency for EFAP operations regardless of when actual disposition takes place. The Lead Agency or Sub Agency must research the current fair market value and provide a recommendation to WSDA FA. 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.

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 \$10,000.

Essential Non-Food Items: Are 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: Are 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 fifteen percent (15%). ***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 the 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.

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

Program Review: Any planned, ongoing, or periodic activity that measures and ensures Sub Agency compliance with the terms, conditions, and requirements 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 (Lead Agency /Sub Agency/Grantee/Subgrantee).

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

Service Counts: Refers to monthly reported food pantry, client, and food distribution metrics.

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.

Sub Agency Agreement: 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.

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. Food Assistance is authorized under WAC 16-740 Section 010-060.

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. **Advance Payments Prohibited.** The Sub Agency must not request payments in advance of or in anticipation of goods or services to be provided under this Sub Agency Agreement. EFAP is a reimbursement program and does not provide advance funding.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, [28 CFR Part 35](#).** The Sub Agency 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
4. **Assignment.** The Sub Agency must not transfer or assign this Sub Agency Agreement, or any claim arising under this Sub Agency Agreement, without prior written consent of the Lead Agency.
5. **Attorneys' Fees.** In the event of litigation or other action brought to enforce Sub Agency Agreement terms, each party bears its own attorney fees and costs.
6. **Audit.** The Sub Agency shall meet the following audit requirements and submit the required documents from this section to the Lead Agency:

- 6.1. **General Requirements.** The Sub Agency must maintain records and accounts in conformance with Paragraph 23, Recordkeeping and Reports related to this Agreement and in a manner that will facilitate financial and compliance audits.
- a. If an audit is required under Paragraph 6.2.a. or 6.2.b. and if the Sub Agency is a state or local government entity, the Office of the State Auditor will conduct audits. If the Sub Agency is a nonprofit organization, the Sub Agency will procure the services of a qualified certified public accountant to conduct audits.
 - b. The Lead Agency reserves the right to recover from the Sub Agency all disallowed costs resulting from an audit.
 - c. Any management letter from the auditor must also be included with the audit.
 - d. Responses to any unresolved findings and disallowed or questioned costs must be included with the audit.
 - e. The Sub Agency must respond to Lead Agency requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
 - f. The Lead Agency will include the audit requirements of this Paragraph 6. in all Sub Agency Agreements.
- 6.2. Although a Single Audit is not required for state funding, the Sub Agency may be required to conduct a Single Audit for its federal funding as indicated below:
- a. **Federal Funding of \$1,000,000 or more.** If the Sub Agency expends \$1,000,000 or more from all federal sources during the Lead Agency's fiscal year, as determined under Part 200.501 of the Federal Award Uniform Guidance, the Lead Agency will obtain an annual Single Audit conducted in compliance with Federal Award Uniform Guidance and the requirements of this Agreement. The \$1,000,000 includes the value of food received from federal food programs. If also receiving State Food Assistance funding, a Schedule of State Assistance must be included within the audit.
 - b. **Federal Funding of \$999,999.99 or less and State Funding of \$100,000 or more.** If the Sub Agency is not required to complete a Single Audit under Paragraph 6.2.a. and expends \$100,000 or more in total state funds in a fiscal year, the Sub Agency 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). The Sub Agency will submit annual audits to WSDA FA if the Sub Agency obtains annual audits for its own purposes. The Schedule of State Assistance must be included within the audit.
 - c. **Federal Funding of \$999,999.99 or less and State Funding of \$99,999.99 or less.** If the Sub Agency is not required to complete a Single Audit under Paragraph 6.2.a., or a financial audit under Paragraph 6.2.b., the Sub Agency will submit an FA Accounting System Verification Form (AGR-2206) and an FA Audit Requirement Form for Sub Agencies (AGR-2217) signed by an independent Certified Public Accountant or an appropriate financial officer who provides financial services to the Sub Agency, annually.
- 6.3. **Submittal Dates.**
- a. **Initial Submittal.** Sub Agency will submit required forms and/or audits to the Lead Agency within thirty (30) days of execution of the Sub Agency Agreement.
 - b. **Subsequent Submittals.** If the Sub Agency is required to prepare a Single audit, the Sub Agency shall submit a copy of the Single Audit report to Lead Agency annually. If a Single Audit is not required, and the Sub Agency is not audit exempt, the Sub Agency shall submit the appropriate audit report a minimum of once every two (2) years, or annually. Note: all audits are due within nine (9) months of the end of the Sub Agency's fiscal year.
 - i. The Sub Agency shall submit an FA Accounting System Verification Form (AGR-2206) if applicable, every two (2) years, and the FA Audit Requirement Form for Sub Agencies (AGR-2217) on an annual basis.

- 7. Civil Rights / Nondiscrimination.** The Sub Agency shall practice nondiscrimination in the employment of individuals and the delivery of services in all programs of the organization.
- 7.1. 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.
- 7.2. The Sub Agency must comply with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 7.3. The Sub Agency shall participate in any civil rights or nondiscrimination training required.
- 8. Confidential Information.** The Sub Agency shall comply with all laws and regulations concerning confidential information it may collect in the course of performing services under this Sub Agency Agreement. The Sub Agency 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.
- 9. Continued Eligibility.** The Sub Agency shall ensure that it continues to meet the following requirements throughout the Sub Agency Agreement term:
- 9.1. The Sub Agency shall be nonprofit corporation, government or public agency or a federally recognized Tribe.
- 9.2. If the Sub Agency is not a government or public agency, or a federally recognized Tribe, the Sub Agency must be recognized as an IRS 501(c)(3) tax-exempt charitable organization.
- a. The Sub Agency must have had IRS 501(c)(3) nonprofit tax-exempt status before entering into an EFAP Sub Agency Agreement.
- i. If the Sub Agency loses 501(c)(3) status during the Sub Agency Agreement term as a result of automatic revocation for failure to file 990 reports, the Sub Agency will remain provisionally eligible to receive funding or food but, within thirty (30) days of the notice of termination, the Sub Agency must reapply to reinstate its 501(c)(3) tax-exempt status and provide proof of reapplication to the Lead Agency.
- ii. This Sub Agency Agreement terminates upon the Sub Agency's failure to timely provide proof of reapplication to the Lead Agency, unless the Sub Agency can show good cause for the failure to reapply. The Sub Agency shall forward documentation of IRS recognition of 501(c)(3) status to the Lead Agency within 180 days of the reapplication date. This Sub Agency Agreement terminates if the Sub Agency's tax-exempt status is denied.
- 9.3. The Sub Agency must have a UEI (Unique Entity Identifier) number in the federal System for Award Management (SAM).
- 9.4. Current Washington Secretary of State nonprofit corporation status is required if the Sub Agency is not a government or public agency, federal recognized Tribe or church. Churches and religious organizations associated with a church are exempt from this requirement.
- 9.5. The Sub Agency shall continue to exhibit management and financial capabilities necessary to administer EFAP under this Agreement.
- a. The Sub Agency 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. The Sub Agency must provide evidence of adequate required insurance, including fidelity insurance.

- c. The Sub Agency must meet all reporting requirements in a timely manner, including submission of EFAP Invoice Vouchers (AGR-2226).
- i. Including reporting of Pounds of food distributed to EFAP Food Pantries in your EFAP county(ies) and Food Bank expenses claimed.

10. Debarment, Suspension, or Ineligibility. The Sub Agency 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. Complete Attachment A: Suspension and Debarment Certification, and the following apply:

- 10.1. The Sub Agency must notify the Lead Agency within thirty (30) days of suspension, debarment, or any exclusion from participating in transactions.
- 10.2. The Lead Agency and/or its Sub Agencies must conduct suspension and debarment checks prior to entering into any Agreement with a Contractor/Vendor with a value of \$25,000 or more, including the requirement to include this paragraph in all lower tier covered transactions.
- 10.3. Copies of Suspension and Debarment Certifications should be kept on file according to Paragraph 23, Recordkeeping and Reports of the General Terms and Conditions.

11. Disputes. Except as otherwise provided in this Sub Agency Agreement, when a dispute arises between the Lead Agency and the Sub Agency that cannot be resolved by direct negotiation, the dispute shall be resolved according to the process established by the Lead Agency.

- 11.1. The Lead Agency shall establish a written dispute resolution process for Sub Agencies under this Agreement no later than thirty (30) days after execution of the Sub Agency Agreement.
- 11.2. The Lead Agency dispute resolution process shall not include WSDA FA as the arbitrator or mediator in any disputes between parties.
- 11.3. The Lead Agency shall provide a copy of the dispute process to all Sub Agencies within forty-five (45) days of the Sub Agency Agreement execution date.
- 11.4. **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.
- 11.5. This dispute process precedes any action in a judicial or quasi-judicial tribunal. Nothing in this Sub Agency Agreement limits the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

12. Ethics / Conflict of Interest. The Sub Agency shall comply with [Chapter 42.52 RCW](#), the Ethics in Public Service Act (PSA), and any other applicable state or federal law related to ethics or conflicts of interest.

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

14. The Sub Agency'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. The Sub Agency 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.

15. Inspection. Upon reasonable notice and at reasonable times, the Sub Agency shall allow access for the Lead Agency, 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 Agency Agreement. The Sub Agency shall allow the Lead Agency, 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 Agency Agreement.

16. Insurance. Sub Agency must secure and maintain required Insurance coverage.

16.1. 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 Sub Agencies receiving EFAP funding). The amount of coverage must be \$100,000, or the highest planned reimbursement per Sub Agency Agreement, 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 \$10,000 or more.

16.2. The Lead Agency may require the Sub Agency to name the Lead Agency, its agents, and employees as additional insured. If required, Sub Agency will co-insure the Lead Agency and provide evidence of such action.

16.3. The Sub Agency must comply with all the applicable provisions of Title 51 RCW – Industrial Insurance Coverage.

16.4. The Sub Agency shall submit the insurance certifications and additional insured endorsements within thirty (30) days of Sub Agency Agreement execution and annually thereafter. The additional insured endorsement must be an ISO Standard Endorsement CG 2026 or equivalent.

16.5. If the Sub Agency has an annual budget of \$200,000.00 or more per year, the Sub Agency 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.

16.6. If Sub Agency has annual budget of \$199,999.99 or less per year, Sub Agency 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.

17. Laws. The Sub Agency shall comply with all applicable laws, ordinances, codes, regulations, and policies, as amended, of local, state, and federal government.

18. Order of Precedence. In the event of an inconsistency in this Sub Agency Agreement, the inconsistency shall be resolved by giving precedence in the order as stated in the following order:

- 18.1. Applicable federal and state statutes, regulations, and policies.
- 18.2. Food Bank Sub Agency Agreement
- 18.3. Food Bank Sub Agency Agreement Face Sheet
- 18.4. EFAP Procedure Manual, incorporated by reference from the Face Sheet.
- 18.5. EFAP Sub Agency Invoice Vouchers, incorporated by reference from the Face Sheet.

- 18.6. Attachment A: Suspension and Debarment Certification.
- 18.7. Attachment B: Food Bank Warehouse and Storage Capability.
- 18.8. All handouts and Instructions provided by the Lead Agency including WSDA FA instructions during the Sub Agency Agreement period, incorporated by reference from the Face Sheet.

19. Period of Performance. The period of performance is two consecutive fiscal years or one biennium (unless otherwise noted in the Sub Agency Agreement 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 terminated early as provided for in this Sub Agency Agreement. Included with the period of performance is a two-month fiscal closeout period ending August 31st as noted in the Sub Agency Agreement Period.

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

21. Property Management. Property purchases made with WSDA FA funds must follow WSDA FA Procurement Policies. The Sub Agency shall follow WSDA FA Equipment & Equipment Repairs Procurement Guidelines for all equipment purchases and equipment repairs costing \$10,000 or more unless the Sub Agency's or the Lead Agency's Procurement Policies are more restrictive, then the Sub Agency must follow the more restrictive policies.

- 21.1. For Capital Improvement procurement, the Sub Agency must follow WSDA FA Capital Improvement Procurement Guidelines for all improvement projects \$10,000 or more unless the Sub Agency's Procurement Policies are more restrictive, then the Sub Agency must follow its own policies.
 - a. Please be advised that prevailing wage laws (federal and/or state) may apply to capital improvement projects.
- 21.2. The Sub Agency will work with the Lead Agency to obtain WSDA FA's preapproval for any equipment (capital asset) or equipment repair of any (capital asset) costing \$10,000 or more, including any Capital Improvement project costing \$10,000 or more, for the Sub Agency, by using the Food Assistance Equipment Procurement Request/Approval Form, the Food Assistance Equipment Repair Request/Approval Form, or the Food Assistance Capital Improvement Procurement Request/Approval Form, regardless of the percentage of WSDA FA funding being used to cover the cost.
- 21.3. Preapproval is not required for expenditures costing less than \$10,000. The Lead Agency must submit the required form on behalf of any Sub Agency request.
- 21.4. Capital assets purchased at least in part with WSDA FA funding and an original purchase price of \$10,000 or more is subject to inventory reporting requirements.
- 21.5. The Sub Agency may use equipment purchased with WSDA FA funds as a trade-in for other equipment with WSDA FA prior approval, if the original purchase price was greater than \$10,000.
- 21.6. The Sub Agency must follow WSDA FA disposal requirements for capital assets with an original purchase of \$10,000 or more for which the cost was covered in part or in full by WSDA FA funds.
- 21.7. The Sub Agency must have procurement policies, including inventory policies, in place, when they purchase and maintain property purchased with FA funding. The Sub Agency must obtain the Lead Agency's approval of procurement policy.

22. Publicity. The Sub Agency 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 FA.

23. Recordkeeping and Reports. The Sub Agency shall maintain and make available all books, records, documents, data, and other evidence relating to this Sub Agency Agreement 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 Agency Agreement.

- 23.1. The Sub Agency shall retain such records for a period of six (6) years following the date of final payment under the Sub Agency Agreement.
- 23.2. 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.
- 23.3. The Sub Agency 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. WSDA FA will be notified of any significant corrective actions required.
- 23.4. The Sub Agency shall timely submit to the Lead Agency the following reports and records:
 - a. Monthly expenditure reports of EFAP funds, (as applicable) including dollars spent under the budget categories of administration, Food Bank and Food Pantry operations, which includes dollars spent for food purchases, and equipment.
 - b. Expenditure reports shall include any supporting documentation of all allowable costs incurred for the month as required by the Lead Agency. Reports are due to the Lead Agency by date requested, whether or not any expense occurred.
 - c. A yearly closeout report that includes fiscal, service counts, food distributed, and match data. Closeout reports are due to the Lead Agency on date requested so that the Lead Agency can submit to WSDA FA within forty-five (45) days of the end of the fiscal year.
- 23.5. Any other report that WSDA FA requires the Lead Agency to obtain from its Sub Agencies.
 - a. Any report that 'fails' to be delivered on time is considered delinquent.

24. Savings. If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Sub Agency Agreement and prior to normal expiration, the Lead Agency may immediately terminate the Sub Agency Agreement for convenience in conformance with Paragraph 27, Termination or Suspension for Convenience. In lieu of termination, the parties may amend the Sub Agency Agreement to reflect the new funding limitations and conditions.

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

26. Termination or Suspension for Cause. If the Lead Agency determines the Sub Agency has failed to comply with the conditions of this Sub Agency Agreement in a timely manner, the Lead Agency must notify the Sub Agency in writing of the need to take corrective action, and shall give 30 days to correct the non-compliance (cure period) unless such notice of corrective action is otherwise excused by this Sub Agency Agreement. Following the cure period, the Lead Agency may terminate or suspend this Agreement for cause, upon thirty (30) days written notice.

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

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

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

28. 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 Agency Agreement, the Lead Agency may immediately terminate or suspend the Sub Agency Agreement without advance notice. In lieu of termination or suspension, the parties may amend the Sub Agency 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 Agency Agreement or delay payments due under it without advance notice.

29. Volunteers. Sub Agencies shall make reasonable effort to secure the services of volunteers and other training or work program participants.

30. 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 Agency Agreement unless stated to be such in writing and signed by Lead Agency's authorized representative.



Emergency Food Assistance Program (EFAP) Food Bank Sub Agency Agreement

Attachment A: Suspension and Debarment Certification

The Sub Agency, by signature on this document, 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 contracts (federal, state, or local) terminated for cause or default.

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: _____



Emergency Food Assistance Program (EFAP) Food Bank Sub Agency Agreement

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:

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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:

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