



Farm to Food Pantry (F2FP) Subcontract

Contractor Name and Address:

Beginning Date:

Ending Date:

Subcontractor Name and Physical Address:

Funding Authority:

State of Washington

Department of Agriculture

Mailing Address, if Different:

CFDA Number: 10.561 SNAP-ED

Subcontractor's Fiscal Year:

Estimated WSDA Funding:

Tax ID Number:

Estimated SNAP-Ed Funding:

County(ies) Served:

Are you using your own 501(c)(3)? Yes No N/A

Purpose: To provide funds to participating agencies for the Farm to Food Pantry initiative in the state of Washington. This initiative increases the healthier food options available at food pantries through direct farm purchasing.

| Contact Information | |
|---------------------------------|--------|
| Authorized Representative Name: | |
| Email: | Phone: |
| Program Manager Name: | |
| Email: | Phone: |

Subcontractor Information:

- Contractor Sponsored Site:** An organization or tribe that may not meet all eligibility criteria or have the ability to perform all aspects of the Subcontract (including issuing checks to farmers), is a separate entity from the Contractor, and is sponsored by the Contractor. The Contractor accepts sole responsibility for the sponsored site and for ensuring compliance with this Subcontract.
- Subcontractor:** An independently owned and operated organization or tribe, meets all eligibility criteria and is a separate entity from the Contractor.

Type of Subcontractor:

- Nonprofit Organization Local Government Public Agency
- Federally Recognized Tribe Tribal Organization

Contractor Responsibilities:

The Contractor is responsible for ensuring Subcontractor compliance and implementing any aspects of this Subcontract not delegated to the Subcontractor.

- Ensure Subcontractor meets the following eligibility criteria:
 - Be able to coordinate with hunger relief organizations distributing emergency food. Preference will be given to organizations currently supported by WSDA Food Assistance.
 - Must be a public agency, a contractor sponsored site, or a private nonprofit with 501(c)(3) status and registered with WA Secretary of State as a nonprofit agency /corporation. Subcontractor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any federal or state department or agency from participating in transactions.
 - Have established internal controls and fund accounting procedures to assure proper disbursement of, and accounting for, all funds provided, and must have adequate fidelity insurance.
 - Secure public liability insurance to protect against legal liability arising out of services provided under this Subcontract.
- Both Parties must sign this Subcontract prior to the Contractor making funds available to the Subcontractor.
- A copy of this Subcontract Face Sheet and F2FP Distribution Site List must be sent to WSDA within 30 days of Subcontract execution.
- Provide the Subcontractor with specific instructions (i.e., report due dates, timeframes, and guidance)
- Provide the Subcontractor with all F2FP resources including but not limited to the following:
 - Food Assistance [Farm to Food Pantry webpage](#)
 - Contractor webpage and file storage
 - Past F2FP Annual Reports
 - F2FP Overview
 - F2FP Seal Usage Guidelines and Agreement (AGR-2250)

This Subcontract is made by and between the Contractor and Subcontractor, whose names and addresses are shown above. For purposes of this Subcontract the term Subcontractor shall also apply to any Contractor Sponsored Sites. This Subcontract is pursuant to the Contractor's agreement with the Washington State Department of Agriculture to implement F2FP. The Parties agree to the terms and conditions set forth in the Subcontract. This Subcontract is executed by the persons signing below who warrant that they have the authority to execute the Subcontract.

Contractor:

Authorized Signature Date

Print Name and Title

F2FP Subcontractor Authorized Representative:

Authorized Signature Date

Print Name and Title

Farm to Food Pantry Special Terms and Conditions

1. General Responsibilities:

- a. Throughout the period of performance outlined on the Subcontract Face Sheet, Subcontractor shall comply fully with the following requirements:
 - i. All provisions of this Subcontract and any mutually agreed amendments;
 - ii. All deadlines and guidance listed in the Farm to Food Pantry Overview;
 - iii. All applicable federal and state laws;
- b. Subcontractor must identify all participating food pantries where produce procured with F2FP funding is distributed. These sites must be listed on the F2FP Distribution Site List on the last page of this Subcontract.
- c. Subcontractor shall refer to the Contractor for guidance on any questions regarding the F2FP initiative. The Contractor must obtain interpretation of programing by contacting WSDA.
- d. Subcontractor must attend meetings and trainings as required by the Contractor and /or WSDA.

2. Fiscal Responsibilities:

- a. Subcontractor must obtain a minimum of \$500 in match funding from other sources, not including state or federal funding received from WSDA Food Assistance, to procure produce.
- b. Subcontractor must use F2FP funds only for the procurement of fresh produce unless WSDA grants prior approval.
- c. Subcontractor must adhere to a policy of good stewardship of public funds, with the goal of securing the produce at wholesale prices.
- d. Subcontractor must not use F2FP funds for administrative and operational expenses, including direct service expenses and equipment purchases.
- e. The Subcontractor may be required to make restitution for any funds not utilized to purchase produce within the period of performance outlined on the Subcontractor Face Sheet.
- f. If any prepaid farm contracts go unfulfilled within the period of performance outlined on the Subcontract Face Sheet, the Subcontractor must submit a plan to the Contractor that details how these funds will be recaptured. Both the Contractor and WSDA must approve plan prior to implementation.
- g. If Subcontract provides \$20,000 or more in state funding annually, and the Subcontractor does not receive a financial or single audit, then an Accounting System Verification Form for Subcontractors (AGR-2206) is required.

3. Procurement and Distribution of Food:

- a. Food received under this Subcontract must be distributed only to clients who do not have the means to acquire that food themselves.
- b. Once price, produce type, and quantity is determined, the Subcontractor and the farm must enter into contracts that, at a minimum, identify the type of produce to be delivered, delivery schedule, and contract amount. Prior to entering into a contract with a farm, the Subcontractor must verify the farm holds a current business license with the Washington State Department of Revenue.
- c. Subcontractor must distribute, without charge, food purchased with F2FP funding to their regional food banks, food pantries, or food pantry clients.
- d. Subcontractor must not, sell, exchange, or barter any food purchased with or supported with F2FP funding.
- e. Subcontractor must provide adequate facilities for the handling, storage, and distribution of F2FP produce. The facilities must be properly safeguarded against damage, theft, spoilage, or other loss.

Subcontractor shall:

- i. Keep facilities sanitary and free from rodent, bird, insect, or other animal infestation;
- ii. Store food at proper storage temperatures;
- iii. Store F2FP food off the floor and away from walls in a manner to allow for adequate ventilation;
- iv. Abide by the local health jurisdiction's guidelines regarding food handling, and storage. All commonplace sanitation and safety procedures, including rodent and pest control, shall be followed by the Subcontractor to ensure the protection of food, staff and clients;
- v. Take other protective measures when needed.

4. Record Keeping, Reporting Requirements, and Forms:

- a. Subcontractor shall maintain and make available all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of this Subcontract. Subcontractor shall maintain records in accordance with Paragraph 4 b of the Special Terms and Conditions.
- b. Subcontractor shall retain such records for a period of six years following the ending date listed on the Subcontract Face Sheet.
- c. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.
- d. Subcontractor shall submit to Contractor the following reports and records in a timely manner:
 - i. An invoice listing the Subcontractor's total funding amount. Invoices shall include copies of Contracts between Subcontractor and local farm(s). All invoices and Contracts must be submitted to Contractor by date listed on the F2FP Overview.
 - ii. Reporting Sheets: Subcontractor must consistently enter data via Contractor's reporting sheets including: Lead Agency details (phone, address, contact, counties served, food pantries served); contracted farms (farm name, contact, and address); total pounds and types of produce purchased, gleaned and donated; as well as match amount and source. All data must be finalized by the date listed on the F2FP Overview.
 - iii. Google Forms: Subcontractor must complete a qualitative Lead Agency survey at the end of the Subcontract period. Additionally Subcontractor will solicit responses to farmer and food pantry surveys. All forms must be completed by the date listed on the F2FP Overview.
 - iv. Mid-season Progress Report: Due by the date listed on the F2FP Overview.
 - v. Any other report that WSDA requires the Contractor to obtain from its Subcontractors.
 - vi. Subcontractors receiving SNAP-Ed funding will procure farmer receipts for seeds, soil, and amendments in the amount of federal funding. Receipts must be submitted to WSDA.
 - vii. Any report that Subcontractor fails to deliver on time is delinquent.

5. Civil Rights/Nondiscrimination:

- a. Subcontractors receiving SNAP-Ed funding must complete an annual Civil Rights Training so that people involved in all levels of administration of programs that receive Federal financial assistance understand civil rights related laws, regulations, procedures, and directives. Local agencies are responsible for training their sites, including frontline staff. Frontline staff who interact with program applicants or participants, and those persons who supervise 'frontline staff' must be provided civil rights training on an annual basis (see FNS Instruction Number 113-1 Chapter XI: fns-prod.azureedge.net/sites/default/files/113-1.pdf).

Farm to Food Pantry General Terms and Conditions:

1. Definitions:

Contract – A legally binding written agreement between the state and another entity, public or private, for the provision of goods and services.

Contractor – An applicant that has been awarded funding, and has entered into a Contract with the WSDA to provide project management and an annual report for the statewide Farm to Food Pantry initiative.

Debarment – The act of being suspended or being declared ineligible by any state or federal agency from participating in any transactions with them.

Emergency Food Assistance Program (EFAP) – The statewide activities of the WSDA to assist local emergency food programs by allocating and awarding state funds, and subject to WAC 16-740.

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 Provider – A tribe or agency that provides clients with any kind of emergency food.

Farm to Food Pantry (F2FP) Initiative – The statewide activities of both the WSDA and their F2FP Contractor to assist emergency food programs by allocating and awarding funding earmarked for local produce procurement.

Food Assistance (FA) – Washington State Department of Agriculture's (WSDA) Food Assistance (FA) programs assist local organizations and tribes in providing emergency food to low-income and vulnerable individuals throughout Washington State. F2FP is an initiative within FA.

Food Bank – An institution that collects, warehouses, and distributes food, commodities or other product to food pantries, meal programs and other hunger relief organizations on a regional, county, or statewide basis.

Food Pantry – An emergency food assistance program that distributes unprepared food without charge to its clients.

Lead Agency – An applicant that has entered into a Subcontract with the Contractor to implement a Farm to Food Pantry project in their regional area.

Not-for-profit Corporation – An entity organized and registered under RCW 24.03.005(16) provides "not for profit corporation" or "nonprofit corporation" means a corporation no part of the income of which is distributable to its members, directors or officers and that holds a current tax exempt status or is specifically exempted from the requirement to apply. All nonprofits must be registered with WA Secretary of State.

Participating Food Pantry – A local public or nonprofit food pantry that provides emergency food assistance to clients and receives produce through the Contractor.

RCW – Revised Code of Washington.

State – State of Washington.

Subcontract – A legally binding written agreement between a Contractor and Subcontractor.

Subcontractor – Any association, tribe, or organization that is performing all or part of the services under the Contractor's agreement with WSDA pursuant to a Subcontract.

WAC – Washington Administrative Code.

WSDA – The Washington State Department of Agriculture.

2. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the ADA 28 CFR Part 35:

The Subcontractor 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. Provide reasonable accommodation for individuals with a disability.

3. Civil Rights:

- a. Subcontractor shall comply with all federal, state, and local laws concerning civil rights and nondiscrimination. Subcontractor and Subcontractor's agents, employees, and volunteers shall not discriminate against anyone on the basis of race, color, national origin, sex, age, creed, honorably discharged veteran or military status, sexual orientation, 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. Subcontractor shall participate in any civil rights or nondiscrimination training required.
- b. Assurance "During the performance of this agreement, Subcontractors receiving SNAP-Ed funding shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.)."

4. Continued Eligibility:

Subcontractor shall ensure that it continues to meet the Subcontractor eligibility throughout the Subcontract period. Subcontractor must notify the Contractor immediately if there is a change in the Subcontractor's eligibility.

5. Debarment:

The Subcontractor, by signature to this Subcontract, certifies that the Subcontractor 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. Subcontractor must notify the Contractor immediately if there is a change in the Subcontractor's debarment status.

6. Disputes:

Except as otherwise provided in this Subcontract, when a dispute arises between the Contractor and Subcontractor that cannot be resolved by direct negotiation, the dispute shall be resolved according to the process established by the Contractor. The Contractor shall establish a dispute process within 30 days of entering into this Subcontract and provide it in writing to all Subcontractors within 45 days of Subcontract execution.

7. Indemnification:

To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor, the state of Washington, WSDA, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Subcontractor's performance or failure to perform this Subcontract. The Subcontractor's obligation to indemnify, defend, and hold harmless includes any claim by the Subcontractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

Subcontractor'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.

Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

8. Licensing, Accreditation, and Registration:

Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Subcontract.

9. Monitoring:

Upon reasonable notice and at reasonable times, Subcontractor shall allow the Contractor, WSDA, Washington State Department of Health (DOH), USDA and representatives of the Washington State Auditor's Office have access to inspect, review, and audit all records concerning this Subcontract. Subcontractor shall allow Contractor, WSDA, DOH, USDA and representatives of the Washington State Auditor's Office have access to inspect, without notice, facilities storing or distributing foods delivered under this Subcontract.

10. Period of Performance:

The annual period of performance for Subcontractors is scheduled to begin on February 1st or upon execution, whichever is later. The end date is December 31st unless terminated as provided for in this Subcontract.

11. Political Activities:

Subcontractor shall not use any funds or food granted under this Subcontract to work for or against ballot measures or for or against the candidacy of any person for public office. Political activity of Subcontractor and Subcontractor's officers and employees shall comply with the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW.

12. Publicity:

Subcontractor shall not publish or use any advertising or publicity materials that states, infers, or implies the name of the state of Washington or WSDA without the prior written consent of WSDA.

13. Severability:

If any provision of this Subcontract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions, in entirety, of this Subcontract which can be given effect without the invalid provision, and to the end the provisions of this Subcontract are declared to be severable.

14. Termination and Suspension:

Either Party may terminate Subcontract, in whole or in part, upon 30 days written notice, regardless of whether termination is for cause or at will. Contractor may provide notice and offer Subcontractor the opportunity to correct the noncompliance. If Subcontractor fails to correct the noncompliance within the time Contractor allows, Contractor may then immediately terminate the Subcontract. Upon termination, Contractor shall pay Subcontractor for any valid reimbursable expenses incurred by Subcontractor under the Subcontract prior to the date of termination. If Subcontract is terminated during a period of suspension, Contractor is liable for only any valid reimbursable expenses incurred by Subcontractor under the Subcontract prior to the date of suspension. Contractor may withhold any amount due as Contractor reasonably determines is necessary to protect Contractor against potential loss or liability resulting from the termination. If Contractor terminates the Subcontract for cause, Subcontractor may request a dispute

review as provided under Paragraph 6, Disputes. The written termination notice shall specify the reason(s) for termination, along with the effective date of termination. Upon receipt of a notice of termination the Subcontractor shall:

- i. The Subcontractor will be held accountable for any losses that occur prior to the date of termination, which may be revealed in a final closing audit of the Subcontractor's operations.
- ii. Stop work under the Subcontract, and to the extent specified, in the notice.
- iii. Place no further orders or enter into any agreements for materials, services, or facilities related to the Subcontract.
- iv. Assign to Contractor all of the rights, title, and interest of the Subcontractor in any orders or agreements arising under this Subcontract. Contractor has the right, in its discretion, to settle with Subcontractor for any outstanding amounts or unperformed work.
- v. Preserve and transfer any materials, Subcontract deliverables, or Contractor's property in Subcontractor's possession as directed by Contractor.
- vi. Provide any reports Contractor or WSDA requires to close the Contract.
- vii. Allow Contractor and WSDA access to conduct any inspections or audits necessary to close the Contract.

As an alternative to termination, Contractor may suspend the Subcontract in whole or in part, effective upon Subcontractor's receipt of notice of suspension. If Contractor suspends the Subcontract because of Subcontractor's failure to comply with this Subcontract, Contractor may provide opportunity for Subcontractor to correct the noncompliance during the period of suspension. Contractor will not pay any costs associated with suspended work from the time Subcontractor receives notice of suspension until the time Subcontractor receives notice from Contractor to resume work. Contractor may terminate Subcontract at any time during a period of suspension.

Upon receipt of a notice of suspension the Subcontractor shall:

- i. Continue to perform the work not suspended, if Subcontract is suspended in part;
- ii. Stop work to the extent of the suspension;
- iii. Place no further orders or enter into any agreements for materials, services, or facilities related to the Subcontract and the extent of the suspension;
- iv. Provide any reports Contractor requires in connection with the suspended work; and
- v. Allow Contractor and WSDA access to conduct any necessary inspections or audits.

Regardless of termination or suspension the Subcontractor shall refund Contractor for any misuse or loss of funds received by Subcontractor under this Subcontract, regardless of whether Subcontractor has further distributed the funds or food. If WSDA terminates or suspends the Contract, Contractor may terminate or suspend this Subcontract, in whole or in part, to the extent that WSDA's termination or suspension affects this Subcontract. If WSDA terminates the Contract, WSDA may require all of Contractor's right, title and interest in this Subcontract to be assigned to WSDA or another Contractor. In such case, WSDA has the right, in its discretion, to settle with Subcontractor for any outstanding issues or unperformed work. The rights and remedies under this Paragraph 14 are in addition to any other rights and remedies provided under this Subcontract or as otherwise provided under law.

15. 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 Subcontract unless stated to be such in writing and signed by Contractor's authorized representative.

F2FP Distribution Site List

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