

Yakima County Human Services Department



Procurement and Distribution of Emergency Food Resources RFP

Date Released: October 31, 2024

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Overview

The Yakima County Human Services Department is seeking applications from qualified agencies to procure and distribute emergency food to hunger relief organizations, while aiming to support local farmers and producers to increase farm and food business viability and increase food security in Washington state and to contribute to long-term emergency preparedness and food system resilience. This Request for Proposals (RFP) is competitive and open to any legally constituted entities that meet the specified eligibility requirements outlined in this application, the County, and by the fund source. See Appendix A for details regarding the fund source requirements and Appendix B for sample Yakima County contract language.

Agencies wishing to apply must:

1. **Develop and implement procurement and distribution of emergency food to local hunger relief organizations that ensures equitable access to resources.**
2. **Purchase Washington grown and produced foods, when possible.**
3. **Be able to service all of Yakima County.**
4. **Be able to provide adequate dry and cold storage for goods.**
5. **Ensure that at least 50% of funds are utilized for emergency food purchasing directly from farms and other local or regional food producers; priority consideration will be given to agencies that can utilize the majority of the funds for food purchasing.**
6. **Begin services no later than December 1, 2024¹.**
7. **Fully expend funds and receive food purchased with funding no later than June 30, 2025.**
8. **Be able to operate on a reimbursement basis; priority consideration will be given to agencies that can make a limited number of large-scale purchases, in order to reduce the administrative burden of processing multiple monthly invoices over the duration of the contract period.**
9. **Be able to meet the reporting requirements outlined in the Documents section at the end of Appendix A.**
10. **Be able to meet the expectations of the funding and Yakima County contract standard insurance requirements:**

The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents, and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance

¹ Contract will be backdated, if need be, to allow for services to begin on this date, depending on timeline of award issuance.

and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

Awards will be made for the period of December 1, 2024, to June 30, 2025. Yakima County is anticipating funding only one award to a single agency who can provide services to the entire County. Subcontracting funds to further agencies is not permitted.

Yakima County will have no responsibility or obligation to pay any costs incurred by any applicant in preparing a response to this funding opportunity or in complying with any subsequent request by the Human Services Department for information or participation throughout the evaluation and selection process.

If you have questions about the Procurement and Distribution of Emergency Food Resources RFP, please contact the Yakima County Human Services Department at HumanServices@co.yakima.wa.us or (509) 574-1365.

Unauthorized contact regarding this RFP with County employees outside of the Human Services Department intended to circumvent the appropriate communication channels may result in disqualification. Any oral communications not documented in writing will be considered unofficial and non-binding on behalf of the County.

Timeline

The Human Services Department reserves the right to change any dates in the timeline.

Event	Date
Request for Proposal Release Date	Thursday, October 31, 2024
Submission deadline	3:00pm Friday, November 8, 2024
Submissions presented to BOCC for consideration Anticipating funding decisions to be made at this time, pending a request from the Board of County Commissioners for continued study session(s) to discuss and consider submissions.	Thursday, November 14, 2024
Contract Presented to Awardee for Review and Signature	Friday, November 15, 2024
Contract Signed by Awardee Due to Yakima County	Tuesday, November 19, 2024
Contract Signed by BOCC	Tuesday, November 26, 2024
Contract Start Date	Sunday, December 1, 2024

Technical Assistance Session

Technical assistance can be requested directly from Human Service Department Staff. Help sessions can be provided via email, by phone, or in-person, and will be scheduled on a first-come, first-serve basis. Applicants are strongly encouraged to schedule appointments for technical assistance as early as possible, to ensure availability of staff time. To schedule a help session appointment, contact the Human Services Department at HumanServices@co.yakima.wa.us, or (509) 574-1365.

Unauthorized contact regarding this RFP with County employees outside of the Human Services Department intended to circumvent the appropriate communication channels may result in disqualification. Any oral communications not documented in writing will be considered unofficial and

non-binding on behalf of the County. Any questions answered in writing will be posted on the County's website at: <https://www.yakimacounty.us/2958/2024>

It is the responsibility of bidders to check the website for any amendments or Q&A's related to this RFP.

Anticipated Budget

Approximately \$54,262 is expected to be available through this RFP. These funds come from the Washington State Department of Agriculture.

Application Process

Please submit completed responses to JotForm by 3:00pm on Friday, November 8, 2024.

JotForm submission link: <https://form.jotform.com/243034804011138>

If you have questions about the Procurement and Distribution of Emergency Food Resources RFP, please contact the Yakima County Human Services Department at HumanServices@co.yakima.wa.us or (509) 574-1365.

Application Questions

General Information

1. Organization name
2. Organization address
3. Organization type
4. Primary contact for application (name, title, phone number, email)
5. Primary contact who will oversee project if funded, if different from primary contact for application (name, title, phone number, email)
6. (For nonprofits) Board documents (List of Board Members, charter, bylaws)
7. Is your organization presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by the State of Washington and any federal department or agency?
8. Has your organization within a three-year period preceding this anticipated contract been convicted of or had a civil judgement rendered against them for commission of fraud as a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice?
9. Is your organization 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 (1)(b) of federal Executive Order 12549?
10. Has your organization within a three-year period preceding this anticipated Contract had one or more public transactions (Federal, State, or local) terminated for cause of default?

Project Details

11. Describe the project, including how the required activities indicated in the Overview section of this document will be achieved.
12. Describe the anticipated impact throughout Yakima County by this project proposal, including geographic coverage, approximate quantity and variety of food purchased and distributed, and hunger relief organizations served.
13. Describe the experience, infrastructure, and resources held by your agency that will ensure the required activities are achieved.
14. Describe your organization's financial management system. How does your organization establish and maintain accounting principles to safeguard all funds that may be awarded under the terms of this funding opportunity?
15. (For non-profits) Upload a copy of your organization's IRS Form 990 and your organization's 501(c)3 Tax Exempt Letter.
16. What is the anticipated budget for this project? (please follow the format of the example budget provided below and upload as an excel spreadsheet):

Category	Item	Annual Cost
Operations	Warehouse employee salaries (150 hours)	\$3,000
	Driver salaries (150 hours)	\$3,000
	Mileage for deliveries	\$1,500
	Procurement manager salary (60 hours)	\$1,800
Food Purchasing	Food	\$39,536
Admin	Negotiated cost rate or 10% of modified total direct costs (MTDC)	\$5,426
TOTAL		\$54,262

The details provided above are provided for example purposes only and have not been reviewed for accuracy in reflecting the true cost of any of the items listed. Categories and Items do not have to fall within the range of what is shown in the example.

Total should equal the full amount of funding available. Admin should not exceed 10% of total funding. At least 50% of funding must be utilized for emergency food purchasing directly from farms and other local or regional food producers.

Appendix A: Fund Source Requirements

AUTHORITY

Funding for this agreement has been provided in the 2023-2025 biennial state Operating Budget, ESSB 5187, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or “Act”), sec. 9901, Public Law 117–2, codified at 42 U.S.C. 802.

PURPOSE

The purpose of this agreement is to facilitate strong relationships and effective communication channels among Washington state’s emergency food response networks, including county and state government agencies and local hunger relief organizations. To fill continued gaps in emergency food resources, funding will be used for county-directed procurement and distribution of emergency food to hunger relief organizations as part of a state alternative to the federal USDA Farmers to Food Box program. This agreement is part of the state’s coordinated response to increase farm and food business viability, reduce food access barriers for socially disadvantaged communities, and increase food security for all Washingtonians while contributing to long-term emergency preparedness and food system resilience.

STATEMENT OF WORK

The Awardee shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit “A”** attached and incorporated herein.

INDIRECT COSTS

Subrecipient shall provide its indirect cost rate agreement that has been negotiated between the Subrecipient and the federal government. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used

ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLFRP0002

The committed funding is from the federal Coronavirus State Fiscal Recovery Fund, Assistance Listing 21.027. Coronavirus State Fiscal Recovery Funds were authorized in the American Rescue Plan in response to COVID-19.

Information from the US Department of the Treasury about this federal fund source can be found here:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. Subrecipient, by accepting this agreement, is a subrecipient of the federal funds that support this award and is subject to all of the federal requirements. 2022 CSLFRF Compliance Supplement can be found here: <https://home.treasury.gov/system/files/136/21.027-SLFRF-2022-Compliance-Supplement.pdf>

Subrecipient 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 funds 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. Funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Agriculture.

COMPLIANCE WITH APPLICABLE FEDERAL LAW AND REGULATIONS

- A. Subrecipient agrees to comply with the requirements of [section 603 of Title VI – Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds of the Act](#), regulations adopted by Treasury pursuant to section 603(f) of the Act, and [guidance issued by Treasury](#), and as amended, regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 2. Universal identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in [Appendix A to 2 C.F.R. Part 25](#) is hereby incorporated by reference.
 3. Reporting Sub Award and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 4. OMB Guidance to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 6. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 9. Generally applicable federal environmental laws and regulations.
- C. Statutes and regulations prohibiting dissemination applicable to this award include, without limitation, the following:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 2. 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 financial assistance;
 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 4. 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.

AUDIT

Federal Funding of \$750,000 or more. If Subrecipient expends \$750,000 or more from all federal sources during Subrecipient's fiscal year, as determined under [§ 200.501](#) of the Federal Award Uniform Guidance, Subrecipient shall obtain an annual Single Audit conducted in accordance with [§ 200.514](#) except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of § 200.501. The \$750,000 includes the value of food received from federal food programs and any other federal funding sources.

DEBARMENT, SUSPENSION AND INELIGIBILITY

The Subrecipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by the State of Washington and any federal department or agency.

Signature of this contract certifies that to the best of its knowledge that they:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted of or had a civil judgement rendered against them for commission of fraud as a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- c. Are 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 (1)(b) of federal Executive Order 12549; and
- d. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

BILLING DETAIL

Each invoice voucher submitted to Yakima County by the Subrecipient shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. Subrecipient must retain all back-up documentation to support invoices to WSDA, which must be made available to WSDA upon request. At a minimum, the Subrecipient shall specify the following:

The month and year of the billed services.

The total cost for each budget line item in the contract and on the invoicing face sheet – Budget for each month billed.

The total invoice amount.

DUPLICATION OF BILLED COSTS

The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination;

Renegotiate the terms of the Agreement under those new funding limitations and conditions;

After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables; or,

Pursue such other alternative as the parties mutually agree to writing.

MAINTENANCE OF RECORDS

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the contract, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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 resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

SITE SECURITY

While on Agency premises, the Subrecipient, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

SUBCONTRACTING

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

Except as otherwise provided in the Agreement, the Subrecipient shall not subcontract any of the contracted services without the prior approval of the Agency. The Subrecipient is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Subrecipient or its Subcontractors to perform the obligations of this Agreement shall not discharge Subrecipient from its obligations under this Agreement.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Subrecipient shall ensure that all Subcontractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Subrecipient shall also ensure that all Subcontractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

Exhibit A

STATEMENT OF WORK

Background. To respond to sustained high rates of food insecurity and continued gaps in emergency food resources following the COVID-19 pandemic, WSDA and <insert Subrecipient> are working together to facilitate county-directed procurement and distribution of emergency food to hunger relief organizations, including organizations that serve black, indigenous, people of color (BIPOC) and other socially disadvantaged communities. The purpose of this Agreement is to build and reinforce relationships among Washington state's emergency food response networks, including county and state government agencies and local hunger relief organizations. It also aims to support local farmers and producers to increase farm and food business viability and increase food security in Washington state, while contributing to long-term emergency preparedness and food system resilience. This Statement of Work describes the services that Subrecipient will perform through June 30, 2025.

Services. The Subrecipient will perform the following services:

1. In compliance with County procurement policies and federal funding requirements, develop and implement county-directed procurement and distribution of emergency food to local hunger relief organizations that ensures equitable access to resources and purchasing of Washington grown and produced foods, when possible. Subrecipient may determine a variety of program activities based on identified community needs.
2. Complete reporting on project activities and food security recommendations for future public health emergencies.

Schedule. The parties anticipate that the Subrecipient will perform services under this Statement of Work until the earlier of June 30, 2025, or the exhaustion of the funding commitment set forth below. The parties may agree on additional Statements of Work for services to be performed following the completion of this Statement of Work, which will be agreed upon through a fully executed amendment.

Additional Details.

1. Subrecipient must begin services no later than December 1, 2024.
2. Subrecipient is required to allocate at least 50% of the total funding commitment to emergency food purchasing. Purchasing may be directly from farms and other local or regional food producers or through subcontracts to one or more qualified nonprofit hunger relief organizations based on identified community needs and is generally encouraged to source food from local or regional food producers wherever possible.
3. All Subrecipient and Subcontractors (where applicable) must comply with the following service terms:
 - a. Must comply with all federal and state nondiscrimination laws, regulations, and policies.
 - b. Prayer or religious services must not be required of individuals seeking emergency food.
 - c. Emergency food must not be sold or bartered. It must be given freely to persons in need.
 - d. Must comply with the WA Retail Food Code.

Documents. The Subrecipient will produce and deliver the following written reports and other documents (“deliverables”) by the dates indicated in the following chart. The Subrecipient’s delivery of each document will entitle the Subrecipient to submit an invoice for the applicable amount set forth below.

Document	Due Date	Applicable Fee
<p>Monthly Summary of Expenses & Activities to include:</p> <ul style="list-style-type: none"> • Expenses by budget category for that month • Direct purchasing summary by vendor and amount • New subaward agreements by organization name and total amount 	Monthly on the 10th	All allowable billed expenses will be reimbursed up to budget totals by category on Exhibit “B”
<p>Final report on project activities. Report to include:</p> <ul style="list-style-type: none"> • Total pounds of food purchased by Subrecipient or Subcontractor(s), • Total amount of funding spent on the purchase of food by Subrecipient or Subcontractor(s), • Summary of hunger relief organizations that received food or funding through this award, including organization name and location, • Number and list of farms and food producers Subrecipient or Subcontractor(s) sourced emergency food from, • Total amount per farm or food producer spent on food, • Total pounds of food distributed by type: 1. Produce, 2. Meat, 3. Seafood, 4. Non-meat protein, 5. Dairy, 6. Grain, 7. Other, and, • Lessons learned. 	July 10, 2025	XXX
<p>Final report on food security recommendations related to future public health emergencies. Report to include:</p> <ul style="list-style-type: none"> • Recommendations on preferred communication channels between local government agencies and state government specific to food assistance and emergency food response; • A link to or copy of XXX County’s current emergency response plan for feeding people during an emergency response, including existing community networks, and; • Lessons learned from COVID-19 food security response to inform future emergency actions. 	July 10, 2025	XXX

Appendix B: Sample Contract General Terms and Conditions

This sample language is meant to be an example only – final contracts may contain variations on this language and will contain project-specific Scope of Work and Budget content.

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
 - A. “Contract” The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this “contract”, the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the “contract”.
 - B. “CFR” means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - C. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - D. “Director” means the Director of the Yakima County Department of Human Services.
 - E. “General Terms and Conditions” means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
 - F. “Personal Information” means 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.
 - G. “Principals,” which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.

- H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
 - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.
- 2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
 - 3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
 - 4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
 - 5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
 - 6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
 - 7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
 - A. Confidential information as used in this section includes:

- I. All material provided to the Contractor by the County that is designated as “confidential”.
 - II. All material produced by the Contractor that is designated as “confidential” by the County.
 - III. All personal information in the possession of the Contractor that may not be disclosed under State or Federal law. “Personal Information” includes but is not limited to: information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).
 - B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
 - C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict-of-Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly

appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.

11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.

16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
17. **Insurance:**
- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
 - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents, and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract.
 - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
 - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status,

pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- A. Applicable federal and State of Washington statutes and regulations.
 - B. Washington State Department of Agriculture grant guidelines
 - C. Special Terms and Conditions of this Contract.
 - D. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters

into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
25. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.
26. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal

funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

27. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No homeless services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

28. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
29. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

30. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.

31. **Suspension or Termination:**

The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:

- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time; and
- B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; and
- C. Ineffective or improper use of funds provided under this Agreement; and/or
- D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

32. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or

damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

33. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

34. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.

Notices: Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.