



OLYMPIA, WASHINGTON

REQUEST FOR PROPOSAL (RFP)

RFP NO. K3872

Amended and published May 3, 2022

We Feed WA Pilot Food Program – Year 2

A Federally funded state alternative to the United States Department of Agriculture Farmers to Families Food Box Program, providing economic opportunity to WA farmers and food businesses through the procurement of emergency food for distribution to hunger relief organizations across Washington State, including organizations that serve Black, Indigenous, People of Color and other socially disadvantaged communities.

Proposals Due 9:00AM (PST) on Wednesday May 18, 2022

RFP Coordinator

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EXPECTED TIME PERIOD FOR CONTRACT:

Qualified Bidders may be selected for contracts beginning July 1, 2022 through June 30, 2023.

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

In May of 2020, The United States Department of Agriculture (USDA) launched the Farmers to Families Food Box Program to provide economic relief to food businesses and farms affected by the COVID-19 pandemic while providing low-barrier emergency food resources to individuals experiencing hunger. This program was administered directly between the Federal Government and select contractors across Washington State and the nation, without coordination between other federal Food Assistance programs or State Government programs. Consequently, much of the food was distributed through hunger relief programs that have not historically participated in Food Assistance Programs affiliated with the Washington State Department of Agriculture (WSDA). At the time this federal program terminated in May 2021, two USDA vendors were distributing approximately 1.5 million pounds of perishable food weekly to more than 100 nonprofit organizations in Washington State. Of the nonprofit food recipients, the majority had no pre-existing relationship with WSDA's Food Assistance Programs and were ineligible to receive food or funding through these programs.

During the peak of the crisis in 2020, as many as 1 in 3 Washingtonians experienced food insecurity, and based on previous recession recovery trends, WSDA estimates that rates of food insecurity may not return to pre-pandemic levels for ten or more years. While the network of organizations engaged in WSDA's Food Assistance Programs provide a substantial and broad emergency food safety net, WSDA recognizes that there are gaps in this safety net and that research conducted by the University of Washington and Washington State University throughout the COVID-19 pandemic indicates that minority and socially disadvantaged communities faced food insecurity at disproportionately high rates while experiencing greater access barriers to receiving various forms of food assistance.

During the 2021 (ESSB 5092) and 2022 (ESSB 5693) legislative sessions combined, the Washington State legislature appropriated more than \$103 million in Federal funding for WSDA for the following purpose: *"One-time funding is provided to develop a state alternative to the United State Department of Agriculture Farmers to Families Food Box Program and provide resources for hunger relief organizations, including organizations that serve black, indigenous, people of color, and other socially disadvantaged communities."* To date, WSDA has issued more than \$35 million in contracts to provide these emergency food resources to communities across the state.

WSDA is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in partnering with WSDA to provide emergency food and emergency food distribution services for the We Feed WA Pilot Food Program to support Washington-based food and farm businesses while addressing the unprecedented need for emergency food resources across Washington State caused by the COVID-19 public health crisis. All interested firms must be able to demonstrate an ability to work with food vendors, last mile distribution partners and socially disadvantaged populations to distribute food and resources safely, timely and equitably.

WSDA intends to award multiple contracts to provide the goods and services described in this RFP.

1.2. SCOPE OF WORK AND OBJECTIVES

Scope: This pilot food program is intended to address identified access gaps in the emergency food safety net through the procurement and distribution of emergency food from Washington-based

farm and food businesses to Washingtonians experiencing food insecurity. These gaps may include underservice to unique populations, like home-bound seniors, individuals with disabilities, immigrants, households with language access barriers, Black, Indigenous, People of Color, or other distinct cultural communities, as well as unique geographic areas including cities, counties, census tracts or a combination thereof. To learn more about access gaps in the emergency food system, as well as racial and other disparities in rates of food insecurity, WSDA commissioned studies from the University of Washington and an informal Black, Indigenous, People of Color leadership team that was assembled in collaboration with the WSU Food Systems Team. Both studies are available at: <https://agr.wa.gov/about-wsda/focus-on-food> (scroll to the bottom of the page).

WSDA is seeking proposals from qualified Bidders that can design and deliver community-responsive emergency food boxes, supplemental food resources, and/or household distribution methods in an ecosystem of mutually beneficial relationships across the supply chain, from farmers, producers, and other food vendors to hunger relief programs and everything in between.

This pilot is limited to activities and services that are not otherwise funded through WSDA's Food Assistance Programs or any other governmental fund source. Other sources of funding, including government contracts, may be used to match or supplement We Feed WA Pilot Food Program activities. WSDA recognizes and supports the vital role Food Assistance Programs' contractor and subcontractor network plays to emergency food access and WSDA will carefully coordinate pilot program implementation with the agency's Food Assistance Programs. While the WSDA values infrastructure, education, capacity building and other long-term investments to ensure a resilient food system in the face of future challenges, that is not the purpose of this pilot food program. All bids associated with this pilot program must address immediate needs in the form of emergency food procurement and provision to food insecure individuals and households. Partnership, collaboration, and innovation are encouraged.

Objectives: WSDA's overarching objective is to ensure access to a safe and nutritious supply of food to support a healthy and thriving Washington population.

The We Feed WA Pilot Food Program has two primary objectives:

- a. Increase the economic viability of farmers and food businesses through the procurement of emergency food from Washington-based farm and food businesses, with resources prioritized for underrepresented farmers and ranchers, as well as women, minority, and small business owners.
- b. Increase emergency food access among underserved Black, Indigenous, People of Color, and socially disadvantaged communities by providing community-responsive emergency food resources to a diverse network of hunger relief programs, including traditional food banks and food pantries, as well as unique, equity-centered distribution models.

A key challenge and opportunity of this pilot food program is to propose work that both provides immediate emergency food relief to underserved communities and the hunger relief programs that seek to serve them, while also providing meaningful market access and community food security opportunities to farm and food businesses. WSDA seeks to support projects that balance these objectives by fostering cross-sector relationships built on shared learning, cooperation, equity, and mutual success. The ability to develop an ecosystem of vendors and partners that are committed to learning about respective needs, assets and capabilities, as well as the synergies that are possible when local food and farm businesses work together with community food programs, will be

essential to Bidders' success. While this pilot food program is only assured funding through June 2023, durable relationships, greater cooperation across facets of the food system, and ongoing learning about models and evaluation methods that address gaps can be lasting outcomes. Together, we can feed Washington.

1.3. AWARD TYPES

Based on findings from the first year of We Feed Washington Pilot Food Program contract management, WSDA has narrowed the project scope to the following award types. Bidders may elect to bid for one or more of the following award types to supply goods and services and are eligible to receive an award in more than one category concurrently:

a. We Feed WA Emergency Food Boxes

- Bidder is responsible for proposing emergency food box menu specifications after consultation with hunger relief programs that will distribute the boxes. Emergency food box contents may vary based on community need and product availability. Bidders must submit a product description and box or box equivalent price for each proposed product using *EXHIBIT C*.
- Bidders are responsible for identifying and coordinating with nonprofit hunger relief programs to determine the food box contents and quantities that they propose to distribute to persons seeking emergency food relief.
- **Bidders are responsible for identifying a network of vendors to ensure the production capacity and logistics necessary to fulfill the proposed project. Bidders must be equipped to procure at least 50% of emergency food directly from farms and other local or regional food producers.**
- Bidders may be required to deliver to any location for which the bidder has proposed to provide services. WSDA reserves the right to require delivery to specific sites within a Contractor's final distribution region.
- Prices must be inclusive of all transportation costs, including multiple stops, when applicable, as well as a \$1 per emergency food box service and handling fee, paid directly to recipient agencies that distribute food directly to persons in need.
- Bidders are required to submit delivery constraints with their proposal indicating the minimum and maximum quantity they can deliver within the period of performance by item name.

b. We Feed WA Fresh Boxes*

- Fresh box menus must include 6 produce items that rotate from delivery to delivery to ensure variety for people seeking emergency food relief. Bidders must submit a product description and box or box equivalent price for WFW Fresh Boxes using *EXHIBIT C*.
- WSDA will assign last mile distribution partners and quantities within a Contractor's final distribution region. Award amounts vary by county and will be determined by WSDA Food Assistance programs and offered to Apparent Successful Contractors at the time of award.
- **Bidders are responsible for identifying a network of vendors to ensure the production capacity and logistics necessary to fulfill the proposed project.**

Bidders must be equipped to procure at least 50% of emergency food directly from farms and other local or regional food producers.

- Bidders may be required to deliver to any location for which the bidder has proposed to provide services. WSDA reserves the right to require delivery to specific sites within a Contractor's final distribution region.
- Prices must be inclusive of all transportation costs, including multiple stops, when applicable, as well as a \$1 per emergency food box or emergency food box equivalent service and handling fee, paid directly to recipient agencies that distribute food directly to persons in need.
- Bidders are required to submit delivery constraints with their proposal indicating the minimum and maximum quantity they can deliver within the period of performance by item name.

c. Supplemental Emergency Food Procurement, Logistics & Distribution

- Bidders for this award type are intended to provide supplemental bulk emergency food, procurement, logistics and/or distribution services to nonprofit hunger relief programs that serve their community. Supplemental emergency food goods and services may vary based on community need. Bidders must submit a description of goods and services and unit price for each box or box equivalent using *EXHIBIT C*. Bidders are encouraged to prioritize culturally relevant food and community-informed procurement.
- Bidders are responsible for identifying and coordinating with nonprofit hunger relief programs to determine the types of emergency food, appropriate pack-size, and quantities that they propose to distribute to persons seeking emergency food relief.
- Bidders are responsible for identifying a network of vendors to ensure procurement capacity and logistics necessary to fulfill the proposed project.
- Bidders may be required to deliver to any location for which the bidder has proposed to provide services. WSDA reserves the right to require delivery to specific sites within a Contractor's final distribution region.
- Prices must be inclusive of all transportation costs, including multiple stops, when applicable.
- Bidders are required to submit delivery constraints with their proposal indicating the minimum and maximum quantity they can deliver within the period of performance by item name.

d. Equity-Centered Household & Local Distribution

- Bidders for this award type are engaged in unique, non-traditional models of emergency food distribution that prioritize equitable, culturally responsive food access for Black, Indigenous, and People of Color and other socially disadvantaged groups. Models may include pop-up distributions or "food gives", mobile markets, home delivery, etc. Household and local distribution awards will prioritize distribution models that address identified access barriers and fill gaps in the traditional emergency food system by providing food directly to households.

- Funding for this award is available for the purchase of goods and distribution services. Bidders must submit a description of goods and services and box or box equivalent price for each using *EXHIBIT C*.
- Bidders for this award type are responsible for the procurement of emergency food, which may be purchased or solicited in-kind or at sub-market pricing. Bidders are responsible for identifying a network of vendors to ensure procurement capacity and logistics necessary to fulfill the proposed project.

e. Technical Assistance

- Securing and managing government contracts can be an onerous process for a variety of reasons. WSDA seeks to provide third-party technical assistance services to support Contractors, Vendors, and Last Mile Distribution Partners to successfully partner and participate in the We Feed WA Pilot Food Program.
- Technical Assistance services may include one-on-one consultation and coaching, group coaching, webinars, published guides and resources, etc.
- Technical Assistance topics may span all facets of implementation for this pilot food program including, but not limited to:
 1. Help understanding and complying with food safety requirements (Produce safety training, GAP/GHP, retail food code training, etc.)
 2. Help planning and implementing evaluation and reporting systems
 3. Culturally responsive business planning assistance
 4. CFR 200 Uniform Guidance compliance
- Bidders must submit a description of services and unit price for each using *EXHIBIT C*.

**We Feed WA Fresh Box Awards are closely coordinated between WSDA Food Assistance Programs and the We Feed WA Pilot Food Program. Allocations of We Feed WA Fresh Box Awards are directed by Food Assistance programs to provide continuity of emergency food relief and to address emergency food gaps in the traditional emergency food system.*

1.4. MINIMUM QUALIFICATIONS

This RFP is open to Bidders that satisfy the minimum qualifications stated herein and provide information to support their ability to meet the goods and services requirements specified herein.

- Bidder must be licensed to do business in the state of Washington at the time of application
- Bidder must be registered in the System for Award Management (SAM.gov), have a SAM Unique Entity ID (UEI), and be eligible to receive federal funds at the time of application
- Bidder must have 1 or more years' experience procuring and/or distributing emergency food within Washington State within the past 2 years

1.5. FEDERAL FUNDING

ACKNOWLEDGEMENT OF FEDERAL FUNDING

The committed funding is from the federal Coronavirus State Fiscal Recovery Fund, CFDA 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>. Contractor, by accepting this grant, is a subrecipient of the federal funds that support this grant and is subject to all of the federal grant requirements.

Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

This project was supported by a grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Agriculture.

COMPLIANCE WITH APPLICABLE FEDERAL LAW AND REGULATIONS

- A. Contractor 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. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor 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 Subaward 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 Contractor, who is for the purposes of this grant a subrecipient, expends \$750,000 or more from all federal sources during Contractor's fiscal year, as determined under [§ 200.501](#) of the Federal Award Uniform Guidance, Contractor 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.

Contractor must submit a copy of its most recent audit report including any management letters with documentation showing how any problems (questioned costs, management findings, or inadequate internal controls) revealed by the audit were resolved. Required single audits shall be submitted yearly to WSDA. Required financial audits shall be submitted at least once every two years and must cover the previous two years.

Federal Funding of \$749,999 or less and State Funding of \$100,000 or more. Contractors that expend less than \$750,000 during the Contractor's fiscal year in Federal awards is exempt from Federal Single Audit requirements for that year, except as noted in [§ 200.503](#), but records must be available for review or audit by appropriate officials of WSDA and the Government Accountability Office (GAO). If Contractor is not required to complete a Single Audit and expends \$100,000 or more in total state funds in a fiscal year, Contractor 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).

Single Audit Exemption. If Contractor is not required to complete a Single Audit, the Contractor is required to complete the Single Audit Exemption Form ([AGR-2373](#)), which must be sent to WSDA within 30 days after the close of the Contractor's fiscal year.

Contractor's audits, when applicable, are due to WSDA within 30 days of execution of the contract, if not already submitted prior to contract execution.

DEBARMENT, SUSPENSION AND INELIGIBILITY

The Contractor 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 of 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.

PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

Contractor shall establish procurement policies in accordance with 2 CFR Part 200.

The Contractor's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - a. Contractor selection or rejection.
 - b. The basis for the cost or price.
 - c. Justification for lack of competitive bids if offers are not obtained.

1.6. PROGRAM FUNDING

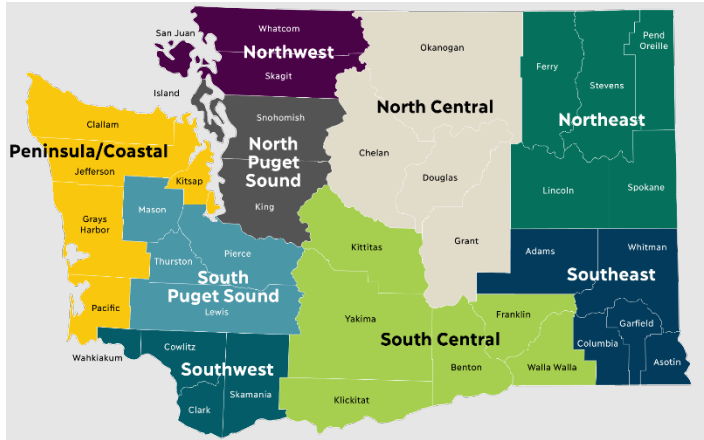
The WSDA has budgeted an amount not to exceed *fifty-three million, six hundred and thirty-six thousand dollars* (\$53,636,000) for this pilot food project, which will be awarded in multiple contracts based on geographic service area, period of performance and award type(s).

Available funding by award type

1. We Feed WA Emergency Food Boxes: \$20,113,500
2. We Feed WA Fresh Boxes: \$22,124,850
3. Supplemental Emergency Food Procurement, Logistics & Distribution: \$8,045,400
4. Household & Local Distribution: \$2,681,800
5. Technical Assistance: \$670,450

The maximum award that will be offered to any one Apparent Successful Contractor is *thirteen million, four hundred and nine thousand dollars* (\$13,409,000), or twenty-five percent of the total available funding commitment.

We Feed WA Emergency Food Box and We Feed WA Fresh Box funding* will be awarded by region to ensure equitable access to emergency food resources. Bidders do not need to propose distribution to each county in each region to receive an award. Other award types will be issued solely based on the evaluation criteria stated in section 4.4 within the available funding amounts indicated above.



North Central	\$1,912,465
North Puget Sound	\$14,270,940
Northeast	\$3,904,299
Northwest	\$2,277,410
Peninsula/Coastal	\$2,847,276
South Central	\$4,783,866
South Puget Sound	\$7,860,879
Southeast	\$697,657
Southwest	\$3,683,558

**Available funding allocation based on the number of people per county living at or below 400% of the federal poverty level from 2016-2020 pursuant to the American Community Survey 5-Year Estimates*

Any contract awarded as a result of this procurement is contingent upon the availability of funding. This project is funded with federal Coronavirus State Fiscal Recovery Funds, CFDA 21.027.

1.7. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is scheduled to begin on or about July 1, 2022, and to end on June 30, 2023. Amendments extending the period of performance, if any, shall be at the sole discretion of the WSDA. The WSDA reserves the right to extend the contract for one (1) year.

Bidders may elect to bid for the entire period of performance or may bid for one or more seasons.

Performance Periods:

- A. July 1, 2022 – June 30, 2023 (base period)
- B. July 1, 2022 – September 30, 2022 (summer)
- C. October 1, 2022 – December 31, 2022 (fall)
- D. January 1, 2023 – March 31, 2023 (winter)
- E. April 1, 2023 – June 30, 2023 (spring)

1.8. DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Contractor – The Bidder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Authorized Representative – An individual designated by the Bidder to act on its behalf who has the authority to legally bind the Bidder concerning the terms and conditions set forth in this Solicitation and related documents.

Bid – An offer, proposal, or quote for goods or services and all related materials prepared and submitted by a Bidder in response to this solicitation. The terms Bid, Response, and Proposal are all intended to be synonymous.

Bidder – Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the WSDA.

Complaint – A process that may be followed by a Bidder prior to the deadline for bid submission to alert WSDA of certain types of asserted deficiencies in this RFP.

Contractor – Individual or company whose proposal has been accepted by the WSDA and is awarded a fully executed, written contract.

Coordinator – The RFP Coordinator is the sole point of contact in the WSDA for this procurement.

Debriefing – a short meeting an Unsuccessful Bidder may request with the Coordinator following the announcement of the Apparent Successful Bidder(s) for the purpose of receiving information regarding the review and evaluation of that Bidder's response.

Distribution Region – The counties that Apparent Successful Contractors are selected to provide services in, based on the Bidder's proposal.

Equity – Developing, strengthening, and supporting policies and procedures that distribute and prioritize resources to those who have been historically and currently marginalized, including tribes.

Local or Regional Food Producer – Local and regional producers are farmers, ranchers, producers, processors, or distributors and other businesses involved in food production or distribution that are located in the state of tribal region or within 400 miles of the delivery destination.

Last Mile Distribution Partner (LMDP) – The business(es), organization(s), or other entity(ies) responsible for transporting and distributing emergency food to food insecure individuals and households. These partners must comply with the WA Retail Food Code.

Principles of Equity –

- (i) Equity requires developing, strengthening, and supporting policies and procedures that distribute and prioritize resources to those who are marginalized, including tribes; and
- (ii) Equity requires the elimination of systemic barriers that have been deeply entrenched in systems of inequality and oppression; and
- (iii) Equity achieves procedural and outcome fairness, promoting dignity, honor, and respect for all people.

Procurement - The broad process of identifying goods and services for purchase or acquisition, of effecting the purchase or acquisition, and of managing the purchase or acquisition. This Solicitation is a part of an overall Procurement process. Despite the broader meaning attributed to "procurement", for purposes of this Solicitation, the terms Solicitation, RFP and Procurement are interchangeable.

Project - The undertaking or work for which contracted Services are being requested pursuant to this Solicitation.

Proposal – A formal offer submitted in response to this solicitation.

Protest – A process that may be followed by a Bidder after the announcement of the Apparent Successful Contractor to alert WSDA to certain types of alleged errors in the evaluation of the solicitation.

Request for Proposal (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the Bidder community to suggest various approaches to meet the objectives at a given price.

Responsible Bidder – An individual, organization, public or private agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and to meet the elements of responsibility.

Responsive Bidder – An individual, organization, public or private agency, or other entity who has submitted a Bid that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

Unsuccessful Bidder – A Bidder that is not selected as an entity to perform services under this RFP.

WSDA – The Washington State Department of Agriculture is an agency of the State of Washington that is issuing this RFP.

2. EXPLANATION OF SOLICITATION PROCESS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the WSDA for this procurement. All communication between the Bidder and the WSDA upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Jessica Hernandez
E-Mail Address	wefeedwa@agr.wa.gov
Phone Number	564-999-3799

Any other communication not sent directly to wefeedwa@agr.wa.gov will not be considered in this procurement. Bidders are to rely only on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

2.2. BIDDER'S RESPONSIBILITIES

- A. Read and understand the solicitation document and all attachments.
- B. Seek clarifications if necessary.
- C. Become familiar with and abide by applicable federal laws and Washington State statutes and regulations.

2.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

WSDA Issues Request for Proposals	April 18, 2022
Preproposal Conferences (participation is optional)	April 21, 2022 at 11AM PST April 28, 2022 at 1PM PST
Question & answer period	April 18–29, 2022
Q&A will be posted to WEBS and the WSDA website	May 3, 2022
Proposals due	May 18, 2022 at 9AM PST
Evaluate proposals	May 18 - June 15, 2022
Announce “Apparent Successful Contractor(s)”	June 16, 2022
Send notification to unsuccessful Bidders	June 17, 2022
Negotiate contracts	June 17 - 30, 2022
Hold debriefing conferences (if requested)	June 20 – June 30, 2022
Begin contract work	July 1, 2022

The WSDA reserves the right to revise the above schedule.

2.4. PRE-PROPOSAL CONFERENCES (Optional)

The purpose of the pre-proposal conference is to clarify the intent of the solicitation and answer any questions the Bidder may have.

A virtual pre-proposal conference is scheduled to be held on **Thursday April 21, 2022, from 11AM-12PM**, Pacific Standard Time. A second virtual pre-proposal conference is scheduled to be held on **Thursday April 28, 2022, from 1-2PM**, Pacific Standard Time. All prospective Bidders are encouraged to attend one or both pre-proposal conferences; however, attendance is optional.

To participate in the pre-proposal conference on **Thursday April 21**, Bidders may join the Microsoft Teams Meeting on-line by clicking [THIS LINK](#) or by calling (253) 372-2181 at 11AM local time in Olympia, Washington. If calling in by phone, the conference ID is 428 860 300.

To participate in the pre-proposal conference on **Thursday April 28**, Bidders may join the Microsoft Teams Meeting on-line by clicking [THIS LINK](#) or by calling (253) 372-2181 at 1PM local time in Olympia, Washington. If calling in by phone, the conference ID is 226 062 839.

WSDA will be bound only to WSDA’s written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in a written Q&A form. A copy of the questions and answers will be published via WEBS to each prospective Bidder that has downloaded a copy of the RFP from WEBS and posted by 5PM PST on Tuesday May 3, 2022.

If a Bidder downloaded this RFP from the WSDA website located at: [Contracts and Procurement | Washington State Department of Agriculture](#), the Bidder is responsible for checking the website during the RFP process to ensure receipt of the written Q&A, if they desire it.

2.5. SUBMISSION OF PROPOSALS

The proposal must be received by the RFP Coordinator no later than 9AM Pacific Standard Time on **Wednesday May 18, 2022**. Proposals must be submitted electronically as an attachment to an email to Jessica Hernandez, the RFP Coordinator, at the email address noted in Section 2.1.

The Certifications and Assurances form must have the signature of the Authorized Representative to bind the Bidder to the proposal. Electronic signatures will be accepted.

The proposal must be submitted in portable document file (PDF) format. Email submissions must not exceed 10MB.

Bidders sending proposals should allow normal delivery time and allow for internet latency to ensure timely receipt of their proposals. Proposals may **not** be transmitted using facsimile transmission, by postal mail, or delivered in person.

2.6. ENCOURAGED REGISTRATION (WEBS)

This solicitation will be issued via Washington's Electronic Business Solution (WEBS). Bidders are encouraged to register in WEBS: [WEBS Registration & Search Tips | Department of Enterprise Services](#).

This ensures any communications and addenda issued in reference to this solicitation are received by Bidders planning to respond with a proposal. It is the Bidder's responsibility to check WEBS for addenda or modifications prior to submitting their proposal. The State and the WSDA accept no liability and will provide no accommodation to Bidders who fail to check for addenda and submit inadequate or incorrect responses. Bidders should contact the RFP Coordinator or WEBS Customer Service (360) 902-7400 (webcustomerservice@des.wa.gov) with any questions.

2.7. PROPRIETARY INFORMATION & PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the WSDA. Bidders are discouraged from submitting proprietary information in their proposal. In order to protect the integrity of the contracting process, which is a vital state interest, all proposals received shall remain confidential until the apparent successful contractor, if any, is announced by the WSDA, thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information" the WSDA will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, the WSDA will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, the WSDA shall maintain the confidentiality of the Bidder's information per the court order.

2.8. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on WEBS and the WSDA website.

If a Bidder downloaded this RFP from the WSDA website located at: [Contracts and Procurement | Washington State Department of Agriculture](#), the Bidder is responsible for checking the website during the RFP process to ensure receipt of any RFP addenda.

The WSDA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.9. DIVERSE BUSINESS PARTICIPATION

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. For information on certified firms, Bidders may contact OMWBE at 360-664-9750 or <http://www.omwbe.wa.gov>.

Small and Veteran owned self-certified businesses are encouraged to participate as well.

However, no preference will be included in the evaluation of proposals, no minimum level of participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

2.10. ACCEPTANCE PERIOD

Proposals must provide 90 days for acceptance by WSDA from the due date for receipt of proposals.

2.11. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Bidder is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The WSDA also reserves the right at its sole discretion to waive minor administrative irregularities.

2.12. MOST FAVORABLE TERMS

The WSDA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. The WSDA does reserve the right to contact a Bidder for clarification of its proposal.

The Apparent Successful Contractor(s) should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate the Bidder's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter.

2.13. CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful Contractors will be expected to enter into a contract which is substantially the same as the attached contract and its general terms and conditions, *Exhibit F*. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications, Assurances, and Executive Order 18-03 form, *Exhibit B* to this solicitation. All exceptions to the contract terms and conditions must be

submitted as an attachment to *Exhibit B*, Certifications, Assurances, and Executive Order 18-03 form. The WSDA will review requested exceptions and accept or reject the same at its sole discretion.

2.14. COSTS TO PROPOSE

The WSDA will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.15. NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or the WSDA to contract for services specified herein.

2.16. REJECTION OF PROPOSALS

The WSDA reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.17. COMMITMENT OF FUNDS

The Director of the WSDA or his delegate is the only individual who may legally commit the WSDA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

3. PROPOSAL CHECKLIST, CONTENTS, AND FORMAT

3.1. REQUIRED PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically in one or more Portable Document Formats (PDFs) to the RFP Coordinator. Refer to Section 2.5 for additional proposal submission details.

The 7 parts of the proposal are:

1. Proposal Summary and Checklist, *Exhibit A* to this RFP (*Mandatory*)
2. Letter of Submittal, including **signed** Certifications, Assurances, and Executive Order 18-03 form, *Exhibit B* to this RFP (*Mandatory*)
3. Proposal Narrative: Technical, Management and Cost (*Scored*)
4. Goods & Services Description and Pricing form, *Exhibit C* to this RFP (*Scored*)
5. Distribution Plan, *Exhibit D* to this RFP (*Mandatory*)
6. Past Performance Reference Information, *Exhibit E* to this RFP, and/or Letters of Support, (*Scored*)
7. OMWBE Certification (*Optional*)

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Bidder in preparing a complete and thorough response.

Items marked "*Mandatory*" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "*Scored*" are mandatory and are those that are awarded points as part of the evaluation conducted by the evaluation team. Items in this section marked "*Optional*" are not required or scored but are of interest to WSDA.

The proposal narrative must be typed, single-spaced, in an 11-point font, not to exceed fifteen (15) pages. Please do not alter page margins.

3.2. PROPOSAL SUMMARY AND CHECKLIST, EXHIBIT A (MANDATORY)

The Proposal Summary and Checklist must be completed entirely to include the award types Bidder is submitting a proposal for, contract value for each applicable award type, selection of the counties Bidder proposes to perform services in, as well as the period(s) of performance Bidder proposes to perform services during.

3.3. LETTER OF SUBMITTAL, CERTIFICATIONS, AND ASSURANCES (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (*Exhibit B to this RFP*) must be signed and dated by an authorized representative of the Bidder to legally bind the Bidder's proposal. Please include RFP K3872, "We Feed WA Pilot Food Program Year 2", and the Date of Submission on your Letter of Submittal. Along with introductory remarks, the Letter of Submittal is to include the following information about the Bidder:

1. Name, address, principal place of business, telephone number, and e-mail address of legal entity with whom contract would be executed.
2. Contact information including the name, title, address, phone number, and e-mail address of the Bidder's primary contact person for this proposal.
3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year entity was organized to do business as the entity now substantially exists.
4. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
5. Identify any parent corporation and/or subsidiaries, if applicable.
6. Federal Employer Identification number (EIN) issued by the Internal Revenue Service (IRS).
7. Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
8. SAM Unique Entity Identification (UEI) number issued by the federal System for Award Management (SAM.gov).
9. Location address of the facility from which the Bidder would operate.
10. Indicate the number of years' experience that the Bidder has procuring and/or distributing emergency food within Washington State and affirm that at least 12 months of this experience has been accrued since April 1, 2020.
11. Attach the signed Certifications, Assurances, and Executive Order 18-03 form (*Exhibit B*) and any necessary attachments.

3.4 PROPOSAL NARRATIVE (SCORED)

The proposal narrative has three parts: technical, management and cost. The proposal narrative must be typed, single-spaced, in an 11-point font, not to exceed fifteen (15) pages.

A. TECHNICAL PROPOSAL

- a. **Project Approach/Methodology** – Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey Bidder's understanding of disparities in emergency food access and gaps in the emergency food system, the needs of diverse farm and food businesses, and the

values and strategies that inform the Bidder's overall approach. Indicate the Bidder's policy and approach to food waste prevention and environmental stewardship in the food system.

- b. **Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of awards defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Bidder's knowledge of the subjects and skills necessary to complete the project.
- c. **Project Schedule** – Include a succinct project schedule indicating when the elements of work will begin and when they will be completed. All Bidders seeking to provide services during the period of performance beginning July 1, 2022, must be able to begin delivering services between July 1 - 31, 2022. Bidder should include their proposed start date if they were to receive notification of award no later than June 16th.
- d. **Partnerships and Collaboration** – Identify key partners with whom the Bidder will work to complete the project as proposed and describe the Bidders' current relationship with a broader network of vendors and partners. Please describe to what degree vendors, particularly Black, Indigenous, and People of Color and other socially disadvantaged farmers and producers, as well as Last Mile Distribution Partners, were engaged in the planning or preparation of this proposal. If applicable, state whether last mile distribution partners have been informed and agreed to the proposed distribution plan. Finally, describe how the Bidder's company approaches conflict resolution with partners.
- e. **Outcomes, Performance Measurement and Evaluation** – Describe the impacts/outcomes the Bidder proposes to achieve as a result of the delivery of these goods and services including how these outcomes would be monitored, measured and reported to WSDA. Describe the qualitative and quantitative metrics that the Bidder is equipped to report on, including: households served, pounds of food, types of food, amount spent procuring food from WA farms and food businesses, and amount of service & handling fees paid to LMDPs.

B. MANAGEMENT PROPOSAL

- a. **Experience of the Bidder** – Indicate the experience the Bidder has in the following areas as applicable to their responsibilities outlined in the project work plan:
 - Experience procuring food from farms, food producers, retail businesses and wholesale distributors
 - Experience distributing emergency food safely in compliance with the retail food code ([Chapter 246-215 WAC](#))
 - Principles of Equity and Community-Centered Design
 - Food system coordination, including food waste reduction measures, multisector partnerships, etc.
- b. **Deliverables** – Fully describe the documents to be submitted under the proposed contract as evidence of completed service (for example, signed Bills of Lading, distribution logs, published guides, etc.) prior to payment. Deliverables must support the requirements set forth in Section 1.3, Award Types.
- c. **Administrative Capacity** – Describe the capabilities for achieving performance under this contract. Demonstrations of capability include but are not limited to: business ethics and integrity standards, food safety and/or regulatory audits,

inspections, certifications as well as demonstration of financial capability to perform. Describe the Bidder's fiscal, human resource, and governing controls:

- Contracts with the State of Washington are reimbursement-based, with 30-day payment terms from the date of receipt of an invoice. Please describe your business' ability to manage cash flow, including the maximum accounts receivable amount and accounts payable amount you can manage in a single month.
 - If applicable, audits are completed. Please indicate any existing commercial, Government or other Regulatory audits as an attachment to this proposal.
 - Identify the principal staff and their key roles in this project.
 - Briefly describe the Bidders' governance structure and how decision-making occurs within your organization. Please indicate whether any producers, processors, or representatives of impacted communities have any role in decision-making. If so, please describe this process.
- d. **Risks** – The Bidder must identify potential risks that are considered significant to the success of the project. Include how the Bidder would propose to effectively monitor and manage these risks, including reporting of risks to WSDA's contract manager.

C. COST PROPOSAL

- a. **Fees and Total Proposed Contract Value** – Contractor will complete Exhibit C, Goods & Services Description and Pricing Form, to summarize the total proposed fees for all items proposed for any award type. Because the We Feed WA Pilot Food Program is an alternative to the USDA Farmers to Families Food Boxes, Contractor should equate their unit of service to a food box or food box equivalent. The latter does not apply, however, to proposals for the Technical Assistance award type.

The maximum award to a single Bidder will not exceed \$13,409,000 (*thirteen million, four hundred and nine thousand*) dollars. Bidder's proposed contract value must not exceed this amount to be considered responsive to this RFP.

- b. **Contractor Costs** – To identify the Contractor's fee for performance of this proposal, Contractor must determine anticipated direct (i.e. food and fuel, etc.) and indirect costs. Please provide an estimate of the percentage of direct costs that will be spent on food and fuel.

WSDA acknowledges that costs for food and gasoline can be volatile and that proposed fees may not be economically viable for the Contractor for the entire performance period. An increase or decrease greater than 10% of the Consumer Price Index (CPI), utilizing March 2022 as the baseline CPI, to food and/or gasoline values may result in contract amendments to adjust the price per unit commensurate with the CPI change. CPI data will be reviewed by WSDA staff quarterly and will be pulled from the [U.S. Bureau of Labor Statistics](#).

The evaluation process is designed to award this procurement based on the best value to WSDA and not necessarily to the lowest Bidder of least cost ([RCW 39.26.160](#)). Bidders are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

- c. **Maximum and Minimum Contract Award** – Bidders have an opportunity to apply for multiple distribution counties as well as multiple award types. All proposals will be scored as indicated in Section 4.4 after which time scored proposals will be entered into an award matrix that takes into account award limits and distribution regions. Bidder must indicate the minimum and maximum award amount that the Bidder can manage for each award type for which a proposal is submitted. An award of less than the minimum amount indicated will not be offered.

3.5. PAST PERFORMANCE REFERENCES AND LETTERS OF SUPPORT (MANDATORY)

Provide three (3) past performance references, *Exhibit E* to this RFP, **or** three (3) letters of support from Last Mile Distribution Partners or Vendors that will be involved in the performance of this project, **or** a combination of letters and references. Do not include letters from current WSDA staff. The WSDA may contact references at the WSDA'S discretion.

3.6. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s), will be participating on this project. For information: <http://www.omwbe.wa.gov>. Self-certified or small or Veteran owned businesses should so indicate as well.

4. EVALUATION AND CONTRACT AWARD

4.1. ADMINISTRATIVE REVIEW FOR BID RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum qualification requirements and instructions specified in this RFP. WSDA may reject a proposal as non-responsive at any time for any of the following reasons:

- a. Incomplete Response
- b. Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this RFP
- c. Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this solicitation document

If a proposal is deemed non-responsive, it shall be disqualified and the proposal will not be evaluated. WSDA shall notify non-responsive Bidder(s) of this determination and the supporting reasons.

If a proposal meets all administrative and minimum qualification requirements and submittal instructions, WSDA shall continue with the written evaluation procedure.

4.2. ERRORS IN BIDDER RESPONSE

Bidders are responsible for all errors or omissions contained in their responses. Bidders will not be allowed to alter response documents after the deadline for response submissions. WSDA reserves the right to contact any Bidder for clarification of proposal contents. In those cases where it is unclear to what extent a requirement has been addressed, the evaluation panel may, in their discretion and acting through the RFP Coordinator, contact a Bidder to clarify specific matters in a submitted response.

WSDA also reserves the right at its sole discretion to waive minor administrative irregularities.

4.3. EVALUTION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the WSDA, which will determine the ranking of the proposals. The RFP Coordinator may contact the Bidder for clarification of any portion of the Bidder's proposal.

4.4. EVALUATION CRITERIA, WEIGHTING AND SCORING

Following the administrative review, proposals shall be evaluated, and points shall be awarded for the non-administrative components of the proposal.

The maximum number of points available for each Bidder is one hundred points (100). The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal: 40%

- Project Approach/Methodology, Data Management, and Feedback- 15 points (maximum)
- Work Plan - 7 points (maximum)
- Partnerships and Collaboration - 12 points (maximum)
- Outcomes, Performance Measurement and Evaluation - 6 points (maximum)

Management Proposal: 25%

- Experience of Bidder - 10 points (maximum)
- Deliverables - 5 points (maximum)
- Administrative Capacity - 10 points (maximum)

Cost Proposal: 10%

- Evaluation of Costs and Fees (*Exhibit C*) - 10 points (maximum)

Goods & Services Description and Prices (*Exhibit C*): 15%

- Quality of Goods and Services - 8 points (maximum)
- Cultural Relevance of Goods & Services - 7 points (maximum)

References and Letters of Support (*Exhibit E*): 10%

- Satisfactory Past Performance - 5 points (maximum)
- Demonstrated Commitment to Collaboration - 5 points (maximum)

WSDA reserves the right at its sole discretion to reject any and all responses received without penalty. The final selection, if any, will be those responses which, in the opinion of WSDA after review of all responses by the evaluation committee(s), best meet the requirements set forth in the RFP and are in the best interests of WSDA and the state of Washington.

4.5. NOTIFICATION TO BIDDERS

The WSDA will notify the Apparent Successful Contractor(s) of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.6. DEBRIEFING OF UNSUCCESSFUL BIDDERS

Any Bidder who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Bidder Notification is e-mailed

to the Bidder. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Bidder Notification. The debriefing must be held within five (5) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Bidder's proposal.
- Critique of the proposal based on the evaluation.
- Review of Bidder's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.7. PROTEST PROCEDURE

Protests may be made only by Bidders who submitted a response to this solicitation and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed three (3) business days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail but must then be followed by the document with an original signature.

Bidders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number and the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or WSDA policy.
- Violation of state or federal law.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) WSDA'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the WSDA. The WSDA Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder that also submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the WSDA's action; or
- Find only technical or harmless errors in the WSDA's acquisition process and determine the WSDA to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the WSDA options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the WSDA determines that the protest is without merit, the WSDA will enter into a contract with the apparently successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

- Exhibit A* Proposal Summary and Checklist
- Exhibit B* Certifications, Assurances, and Executive Order 18-03
- Exhibit C* Goods & Services Description and Pricing form
- Exhibit D* Distribution Plan
- Exhibit E* Past Performance Reference Information
- Exhibit F* Services Contract including General Terms and Conditions (GT&Cs)

**EXHIBIT A
PROPOSAL SUMMARY AND CHECKLIST**

SUMMARY

Name of Bidder: _____

This proposal is submitted for consideration of the following award types (check all that apply):

<input type="checkbox"/> We Feed WA Emergency Food Boxes	<input type="checkbox"/> We Feed WA Fresh Boxes	<input type="checkbox"/> Supplemental Emergency Food Procurement, Logistics, and Distribution	<input type="checkbox"/> Equity-Centered Household & Local Distribution	<input type="checkbox"/> Technical Assistance
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Bidder proposes the following contract value for each applicable award type:

We Feed WA Emergency Food Boxes:	\$
We Feed WA Fresh Boxes:	Awards vary and will be determined by WSDA
Supplemental Emergency Food Procurement, Logistics, and Distribution:	\$
Equity-Centered Household & Local Distribution:	\$
Technical Assistance:	\$

Bidder proposes to deliver goods and services within the following counties (check all that apply):

<input type="checkbox"/> ADAMS	<input type="checkbox"/> DOUGLAS	<input type="checkbox"/> KING	<input type="checkbox"/> PACIFIC	<input type="checkbox"/> STEVENS
<input type="checkbox"/> ASOTIN	<input type="checkbox"/> FERRY	<input type="checkbox"/> KITSAP	<input type="checkbox"/> PEND OREILLE	<input type="checkbox"/> THURSTON
<input type="checkbox"/> BENTON	<input type="checkbox"/> FRANKLIN	<input type="checkbox"/> KITTITAS	<input type="checkbox"/> PIERCE	<input type="checkbox"/> WAHKIAKUM
<input type="checkbox"/> CHELAN	<input type="checkbox"/> GARFIELD	<input type="checkbox"/> KLUCKITAT	<input type="checkbox"/> SAN JUAN	<input type="checkbox"/> WALLA WALLA
<input type="checkbox"/> CLALLAM	<input type="checkbox"/> GRANT	<input type="checkbox"/> LEWIS	<input type="checkbox"/> SKAGIT	<input type="checkbox"/> WHATCOM
<input type="checkbox"/> CLARK	<input type="checkbox"/> GRAYS HARBOR	<input type="checkbox"/> LINCOLN	<input type="checkbox"/> SKAMANIA	<input type="checkbox"/> WHITMAN
<input type="checkbox"/> COLUMBIA	<input type="checkbox"/> ISLAND	<input type="checkbox"/> MASON	<input type="checkbox"/> SNOHOMISH	<input type="checkbox"/> YAKIMA
<input type="checkbox"/> COWLITZ	<input type="checkbox"/> JEFFERSON	<input type="checkbox"/> OKANOGAN	<input type="checkbox"/> SPOKANE	

Bidder proposes to provide services during the following performance period(s):

<input type="checkbox"/> The entire performance period, July 1, 2022 – June 30, 2023			
<input type="checkbox"/> July 1 – Sept 30, 2022	<input type="checkbox"/> Oct 1 – Dec 31, 2022	<input type="checkbox"/> Jan 1 – March 31, 2023	<input type="checkbox"/> April 1 – June 30, 2023

CHECKLIST FOR SUBMISSION

- Proposal Summary & Checklist form (*mandatory*)
- Letter of Submittal including **signed** Certifications, Assurances and Executive Order 18-03 form **and** any necessary attachments (*mandatory*)
- Proposal Narrative not to exceed 15 pages (*scored*)
- Past Performance Reference form and/or Letters of Support (*scored*)
- Goods & Services Description and Pricing form (*mandatory*)
- Distribution Plan form (*mandatory*)
- OMWBE Certification (*optional*)

EXHIBIT B**CERTIFICATIONS, ASSURANCES, AND EXECUTIVE ORDER 18-03**

I/we make the following certifications and assurances as a required element of the proposal for RFP K3578 to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
3. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the state of Washington Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW). Bidder attests under penalty of perjury that the foregoing statement is true and correct.
4. I/we understand that the WSDA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the WSDA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms (see Section 2.13), I/we have described those exceptions in detail.
 - We **are** submitting proposed Contract exceptions and have attached them to this form.
 - We are **not** submitting proposed Contract exceptions.
6. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7. I/we grant the WSDA the right to contact references and others, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFP.
8. Workers' Rights (Executive Order 18-03). Bidder certifies as follows (must check one):
 - No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

 - Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

9. If the Bidder or any proposed subcontractor contracted with the state of Washington during the past 24 months, I/we have indicated the name of the agency, the contract number and a brief project description and have attached that information to this form.

We **are** submitting additional state contract details and have attached them to this form.

We are **not** submitting additional state contract details.

10. If the Bidder’s staff or any proposed subcontractor’s staff was an employee of the State of Washington during the past 24 months, or is currently a Washington State employee, I/we have identified the individual by name, the agency previously or currently employed by, job title or position held and separation date, if applicable, and have attached that information to this form.

We **are** submitting additional state employee details and have attached them to this form.

We are **not** submitting additional state employee details.

11. If the Bidder has had a contract terminated for default in the last five years, describe such incident in an attachment to this form. Termination for default is defined as notice to stop performance due to the Bidder’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and such litigation determined that the Bidder was in default. If applicable, submit full details of the terms for default including the other party’s name, address, and phone number. Present the Bidder’s position on the matter. The WSDA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

We **are** submitting additional information about applicable incident(s).

This does not apply; we are **not** submitting any additional information.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

We are submitting a scanned signature of this form with our proposal.

BIDDER NAME: _____

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: _____

Signature of Bidder’s authorized person

Print name of person making certifications for Bidder

Title: _____

Title of person signing certificate

Place: _____

Print city and state where signed

Date: _____

EXHIBIT C

GOODS & SERVICES DESCRIPTION AND PRICING FORM

Bidder Name: _____

Instructions: There are four (4) award types available. Bidders must complete the applicable table below for each award type for which Bidder proposes to provide goods and services. Please note that the “Price Per Box” should be used for the price for a box equivalent, as well. Proposed prices per box should be inclusive of all costs associated, including but not limited to; freight, procurement fees, and last mile distribution service and handling fees, etc. If needed, additional rows may be added under each award type.

A. We Feed WA Emergency Food Boxes and We Feed WA Fresh Boxes Description and Pricing:

Bidders are invited to propose custom menu specifications for We Feed WA Emergency Food Boxes. These boxes may include fresh produce, meat, seafood, dairy products, and pantry items or any combination of the above. Bidders may offer up to five different emergency food box types, please label them *WFW Emergency Food Box 1, WFW Emergency Food Box 2, etc.* in the “item name” field below.

We Feed WA Fresh Boxes are limited to 6 produce items that rotate from delivery to delivery to ensure variety for people seeking food. Bidders may propose up to four seasonal fresh box types, please label them *WFW Fresh Box 1, WFW Fresh Box 2, etc.* in the “item name” field below.

Item Name	Item Description	Proposed Products, including pack size	Proposed Min. Box Weight in lbs	Price Per Box	Applicable Period of Performance*

B. Supplemental Emergency Food Procurement, Logistics & Distribution Description and Pricing:

Bidders are invited to propose supplemental bulk emergency food goods and logistics and distribution services to be provided to Last Mile Distribution Partners. Bidders are encouraged to prioritize culturally relevant food and community-informed procurement. Please name the goods and services you propose to provide, describe them generally, provide specific details about the goods and services you propose to provide, provide a proposed pounds per box or box equivalent, and please provide a per box or per box equivalent price.

Item Name	Item Description	Proposed Services and Products, including pack size (if applicable)	Proposed lbs Per Box	Price Per Box	Applicable Period of Performance*

C. Equity-Centered Household & Local Distribution Description and Pricing:

Bidders are invited to propose unique emergency food distribution goods and services to households that prioritize equitable, culturally responsive food access for Black, Indigenous, and People of Color and other socially disadvantaged groups. Please name the goods and services you propose to provide (for example, mobile market distribution, food gives, etc.), describe them generally, provide specific details about the goods and services you propose to provide, provide a proposed pounds per box or box equivalent, and please provide a per box or per box equivalent price.

Item Name	Item Description	Proposed Services and Products, including pack size (if applicable)	Proposed lbs Per Box	Price Per Box	Applicable Period of Performance*

D. Technical Assistance Description and Pricing:

Bidders are invited to propose technical assistance services that will support Contractors, Vendors, and Last Mile Distribution Partners to successfully partner and participate in the We Feed WA Pilot Food Program. Please name the technical assistance services you propose to provide (for example, retail food code compliance webinar, CFR 200 Uniform Guidance Compliance guide, etc.), describe them generally, provide specific details about the delivery method and content, select a unit of service that makes sense for your project (for example, hour, webinar, guide, etc.).

Item Name	Item Description	Proposed Services and Products, including pack size (if applicable)	Proposed Unit of Service	Price Per Unit	Applicable Period of Performance*

***There are five periods of performance:** A. July 1, 2022 – June 30, 2023 (based period), B. July 1, 2022 – September 30, 2022 (summer), C. October 1, 2022 – December 31, 2022 (fall), D. January 1, 2023 – March 31, 2023 (winter), E. April 1, 2023 – June 30, 2023 (spring)

EXHIBIT D

DISTRIBUTION PLAN

Bidder Name: _____

Instructions: Bidders must complete the applicable table below for each award type for which you propose to provide goods and services.

A. We Feed WA Emergency Food Boxes:

Bidders are invited to propose their distribution plan by naming all Last Mile Distribution Partners to whom they will deliver food boxes as well as the county in which they are located, the name of items you will supply (please use “item names” that you supplied on your *Goods & Services Description Pricing Form*), and the quantity you propose to supply them with for each season of the performance period.

Name of Last Mile Distribution Partner (LMDP)	County in which LMDP is Located	Item Name	Item Qty - Summer	Item Qty - Fall	Item Qty – Winter	Item Qty - Spring

Constraint Table

Applicable Period of Performance	Item Name	Minimum Qty per Period	Maximum Qty per Period	Proposed Delivery Frequency

B. We Feed WA Fresh Boxes:

Bidders are invited to indicate which counties they propose to supply with WFW Fresh Boxes, the name of items you will supply (please use “item names” that you supplied on your *Goods & Services Description Pricing Form*), the minimum and maximum quantity that you can distribute for each season of the performance period, and your proposed delivery frequency.

County	Item Name	Min/Max Qty – Summer	Min/Max Qty – Fall	Min/Max Qty – Winter	Min/Max Qty – Spring	Proposed Delivery Frequency

C. Supplemental Emergency Food Procurement, Logistics & Distribution:

Bidders are invited to propose their distribution plan by naming all Last Mile Distribution Partners to whom they will provide supplemental bulk emergency food, procurement, logistics and/or distribution services as well as the county in which they are located, the name of items you will supply (please use “item names” that you supplied on your *Goods & Services Description Pricing Form*), and the quantity you propose to supply them with for each season of the performance period.

Name of Last Mile Distribution Partner (LMDP)	County in which LMDP is Located	Item Name	Item Qty - Summer	Item Qty - Fall	Item Qty – Winter	Item Qty - Spring

Constraint Table

Applicable Period of Performance	Item Name	Minimum Qty per Period	Maximum Qty per Period	Proposed Delivery Frequency

D. Equity-Centered Household & Local Distribution:

Bidders are invited to propose their distribution plan by naming each county in which they will distribute emergency food to households, the name of items you will supply (please use “item names” that you supplied on your *Goods & Services Description Pricing Form*), and the quantity you propose to distribute for each season of the performance period.

County	Item Name	Item Qty - Summer	Item Qty - Fall	Item Qty – Winter	Item Qty - Spring

E. Technical Assistance:

Bidders are invited to indicate the technical assistance services by item name and quantity per season that they proposed to offer.

Item Name	Item Qty - Summer	Item Qty - Fall	Item Qty – Winter	Item Qty - Spring

EXHIBIT E

PAST PERFORMANCE REFERENCE INFORMATION

Instructions: Bidders must submit recent and relevant information concerning contracts and subcontracts (Federal, State, local government or private) which demonstrates their ability to perform the proposed project. (One contract reference per form. Form may be duplicated):

Contractee Information (Business Name, Contact Name, Address, Telephone Number and Email)

Contract Information

Contract Number: _____

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____ Date Completed: _____

If not completed, provide status:

Type/Extent of Subcontracting:

Product/Service Description, Location & Relevancy of Work:

Percentage of Work Completed by your company or organization:

EXHIBIT F

SAMPLE SERVICES CONTRACT INCLUDING GENERAL TERMS AND CONDITIONS



CONTRACT FOR SERVICES

**BETWEEN
WASHINGTON STATE
DEPARTMENT OF AGRICULTURE
AND**

Contract Number KXXXX is made and entered into by and between the Washington State Department of Agriculture "WSDA" or "Agency", and "Contractor".

Contractor Name:

Contact:

Contact Title:

Address:

Email:

Phone Number:

Statewide Vendor Number:

Employer TIN (Federal Tax ID):

WA State UBI:

SAM Unique Entity Identification (UEI) Number:

AUTHORITY

Funding for this award has been provided in the 2021-2023 biennial state Operating Budget, ESSB 5092, and the 2022 supplemental Operating Budget, ESSB 5693, 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

It is the purpose of this contract to facilitate the procurement and distribution of emergency food boxes and/or food box equivalents and/or supplemental emergency food across Washington state to hunger relief organizations, including organizations that serve black, indigenous, people of color (BIPOC) and other socially disadvantaged communities as directed by the Washington State Legislature. This contract is part of the We Feed Washington Pilot Food Program, resulting from RFP K3872, which is part of the state's coordinated response to increased food insecurity resulting from the COVID-19 crisis and recovery period.

In consideration of the terms and conditions contained herein, the parties agree as follows:

TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the following: *Special Terms & Conditions* contained in the text of this Contract; the *General Terms and Conditions*, Attachment A; and the *Statement of Work*, Attachment B, which are attached hereto and incorporated herein, as well as the Contractor's *Proposal* submitted in response to WSDA RFP K3872 for the We Feed Washington Pilot Food Program Year 2, which is incorporated by reference herein.

SPECIAL TERMS AND CONDITIONS

STATEMENT OF WORK

Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for the performance of work set forth in the *Statement of Work*, Attachment B. WSDA shall perform all tasks necessary and will provide support as needed to aid in the completion of those activities set forth in the *Statement of Work*, Attachment B.

Contractor shall produce the written reports or other written documents (deliverables) by the applicable dates indicated in the *Statement of Work* to be eligible for payment.

All written reports required under this contract must be delivered electronically to wefedwa@agr.wa.gov in accordance with the schedule outlined in the *Statement of Work*.

PERIOD OF PERFORMANCE

This Contract shall begin on July 1, 2022 or upon execution whichever is later, and end on June 30, 2023 unless terminated sooner or extended by WSDA as provided herein.

WSDA reserves the right, at its discretion, to extend the contract for up to one additional year.

COMPENSATION

WSDA shall pay an amount not to exceed \$X for the performance of all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, Attachment B.

INDIRECT COSTS

Contractor shall provide its indirect cost rate that has been negotiated between the Contractor 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

The committed funding is from the federal Coronavirus State Fiscal Recovery Fund, CFDA 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>. Contractor, by accepting this grant, is a subrecipient of the federal funds that support this grant and is subject to all of the federal grant requirements.

Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

This project was supported by a grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Agriculture.

COMPLIANCE WITH APPLICABLE FEDERAL LAW AND REGULATIONS

- A. Contractor 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. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor 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 Subaward 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 Contractor, who is for the purposes of this grant a subrecipient, expends \$750,000 or more from all federal sources during Contractor's fiscal year, as determined under [§ 200.501](#) of the Federal Award Uniform Guidance, Contractor 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.

Contractor must submit a copy of its most recent audit report including any management letters with documentation showing how any problems (questioned costs, management findings, or inadequate internal controls) revealed by the audit were resolved. Required single audits shall be submitted yearly

to WSDA. Required financial audits shall be submitted at least once every two years and must cover the previous two years.

Federal Funding of \$749,999 or less and State Funding of \$100,000 or more. Contractors that expend less than \$750,000 during the Contractor's fiscal year in Federal awards is exempt from Federal Single Audit requirements for that year, except as noted in [§ 200.503](#), but records must be available for review or audit by appropriate officials of WSDA and the Government Accountability Office (GAO). If Contractor is not required to complete a Single Audit and expends \$100,000 or more in total state funds in a fiscal year, Contractor 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).

Single Audit Exemption. If Contractor is not required to complete a Single Audit, the Contractor is required to complete the Single Audit Exemption Form ([AGR-2373](#)), which must be sent to WSDA within 30 days after the close of the Contractor's fiscal year.

Contractor's audits, when applicable, are due to WSDA within 30 days of execution of the contract, if not already submitted prior to contract execution.

DEBARMENT, SUSPENSION AND INELIGIBILITY

The Contractor 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.

PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

Contractor shall establish procurement policies in accordance with 2 CFR Part 200.

The Contractor's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.

- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - a. Contractor selection or rejection.
 - b. The basis for the cost or price.
 - c. Justification for lack of competitive bids if offers are not obtained.

REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Contract, the Contractor accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the [SAM website](#). The Contractor is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor must remain registered in the SAM database after the initial registration. The Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Contractor shall provide evidence documenting registration and renewal of SAM registration to wefeedwa@agr.wa.gov.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Agency reserves the right to suspend payment until the Contractor cures this noncompliance.

BILLING PROCEDURES

WSDA will pay the Contractor within 30 calendar days of receipt of properly completed invoice vouchers. Invoices shall include such information as is necessary for WSDA to determine the date and exact nature of all expenditures. Each voucher will clearly reference Contract Number KXXXX and the Contractor's Statewide Vendor Registration number assigned by Washington State Office of Financial Management (OFM). If Contractor does not have an invoice template to request payment, Contractor can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Invoices shall be

submitted electronically to wefeedwa@agr.wa.gov by the 15th of each month for services provided in the previous calendar month.

Payment shall be made after acceptance by WSDA's Contract Manager of each deliverable as described in the Statement of Work. No payment in advance or in anticipation of services or supplies under this Contract shall be made by WSDA. Invoices and supporting documentation must be submitted within 90 days of completion of all services to be eligible for payment. If invoices and supporting documentation are not submitted within 90 days of the provision of service, then payment may be forfeited. Claims for payment submitted by the Contractor to WSDA for costs due and payable under this Contract that were incurred prior to the end date of the period of performance shall be paid if received by WSDA within 15 days.

STATEWIDE VENDOR REGISTRATION

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. Contractors are required to be registered in the Statewide Vendor Payment system, [Vendor/Payee Direct Deposit | Office of Financial Management \(wa.gov\)](https://www.wa.gov), prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed.

TIMELY PAYMENT

Payment by WSDA will be considered timely if it is postmarked or deposited within 30 days of the following, whichever is later:

- Receipt of properly executed invoice vouchers;
- Acceptance of deliverables by WSDA; or
- Statewide Vendor Registration.

INSURANCE

The Contractor shall provide insurance coverage as set out in this section. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods/Services and no additional payment shall be made to Contractor. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from acts or omissions of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract.

The Contractor shall provide insurance coverage which *the Contractor shall maintain in full force and effect during the term of this Contract* as follows:

1. Commercial General Liability Insurance Policy: Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is

responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability: In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The Contractor shall notify their insurance carrier of the business use and submit to WSDA a statement from the carrier acknowledging that the Contractor is insured for such use. This statement may be, for instance, a notation of coverage on the insurance certificate/s. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. Worker's Compensation Coverage: Workers' Compensation and employer's liability coverages with Washington statutory limits and limits of not less than \$500,000 for employer's liability. The Contractor will at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the CONTRACTOR or their employees for services performed under the terms of the Contract. If Contractor determines it is not required to obtain Worker's Compensation Coverage per the [Washington State Department of Labor and Industries \(L&I\)](#) and has verified that all workers pass either the [Personal Labor Test](#) or the [6-Part Test](#), Contractor shall provide written notification to WSDA within 30 days of execution of the contract.
4. Employers Liability ("Stop Gap") Insurance: In addition, the CONTRACTOR will buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions:

Additional Insured. The insurance required will be issued by an insurance company/ies authorized to do business within the State of Washington, and will name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies will be primary to any other valid and collectable insurance.

Cancellation. WSDA will be provided 30 calendar days written notice before cancellation or non-renewal of any insurance referred to herein. Contractor will instruct the insurers to give WSDA 30 calendar days advance notice of any insurance cancellation or non-renewal action.

Identification. Policy must reference the WSDA's contract number and the WSDA by name.

Insurance Carrier Rating. All insurance and bonds shall be issued by an insurance company(s) authorized to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception will be reviewed and approved by WSDA's Risk Manager or the Risk Manager of the Office of Financial Management, before the contract

is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect the CONTRACTOR, and such coverages and limits will not limit CONTRACTOR's liability under the indemnities and reimbursements granted to the State in this contract.

Contractor's certificate of insurance, which outlines at the least the coverage and limits defined in this section, *Insurance*, and in the attached *General Terms and Conditions*, Attachment A, are due to WSDA within 30 days of execution of the contract, if not already submitted prior to contract execution.

Contractor shall submit renewal certificates annually during the term of the Contract.

COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN

Contractor represents and warrants that Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Contract on-site at Agency premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 required in the Governor's Proclamation, Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021).

Contractor further represents and warrants that Contractor:

1. Has reviewed and understands Contractor's obligations as set forth in Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur on-site at Agency premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at Agency premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation;

7. Will provide to Agency, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

SITE SECURITY

While on WSDA's premises, contractor, its agents, employees or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

ASSURANCES

WSDA and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable federal, state and local laws, rules, regulations and WSDA policy.

GOVERNANCE

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

ORDER OF PRECEDENCE

The items listed below are incorporated by reference. In the event of an inconsistency in this Contract, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes, Regulations and published federal guidance;
2. *Special Terms & Conditions* as contained in the basic Contract;
3. *General Terms & Conditions*, Attachment A;
4. *Statement of Work*, Attachment B;
5. *RFP K3872 Contractor's Proposal*, incorporated by reference;
6. Any other provisions of the Contract incorporated by reference or otherwise.

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this Contract, and to this end the provisions of this Contract are declared to be severable.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Contract Manager for the CONTRACTOR is:	The Contract Manager for WSDA is:
<hr/> <p style="text-align: center;"><i>(Contract Manager's Name)</i></p>	<hr/> <p style="text-align: center;">Jessica Hernandez <i>(Contract Manager's Name)</i></p>
<hr/> <p style="text-align: center;"><i>(Contractor's Name)</i></p>	<p>Department of Agriculture PO Box 42560 Olympia WA 98504-2560</p>
<hr/> <p><i>(Address)</i></p>	<p>Phone: <u>(564) 999-3799</u></p>
<p>Phone: (____) _____</p>	<p>Email: <u>jessica.a.hernandez@agr.wa.gov</u></p>
<p>Email: _____</p>	

ALL WRITINGS CONTAINED HEREIN

This Contract consists of twenty (20) pages including the following attachments:

- A = General Terms & Conditions
- B = Statement of Work

Any other provision, term or material incorporated herein by reference or otherwise incorporated

This Contract sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Contract shall be deemed to be null and void and of no force and effect whatsoever. Parties executing this contract by signing below warrant they have the authority to execute the contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Contractor

Washington State Department of Agriculture

(Print Name)

(Print Name)

(Title)

(Title)

(Signature)

(Date)

(Signature)

(Date)

Attachment A**GENERAL TERMS AND CONDITIONS****DEFINITIONS**

As used throughout this Contract, the following terms have the following meanings:

Agency means the Washington State Department of Agriculture, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.

Confidential Information means information identified as confidential or exempt from public disclosure. The term also includes Personal Information regardless of whether such information has been identified as confidential or exempt from disclosure.

Contract Manager means the representative identified in the Special Terms & Conditions of the Contract who is delegated the authority and responsibility to administer the Contract.

Contractor means the firm, provider, organization, individual or other entity performing service(s) under this contract, and includes all employees of the Contractor. Contractor is synonymous with "Subrecipient."

Director means the Agency's Director or any delegate authorized to act on the Director's behalf.

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 or Protected Health Information as defined by the federal Health Insurance Portability and Accountability Act Pub. L. No. 104-191, § 264, 110 Stat. 1936, any financial identifiers, and other information that may be exempt from public disclosure or other unauthorized persons under state and federal statutes.

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

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such award. As it refers to this contract, subrecipient is synonymous with "Contractor," see above definition.

ACCESS TO DATA

In compliance with chapter 39.26 RCW, the Contractor must provide access to data generated under this Contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

Contractor must not request payments in advance of or in anticipation of goods or services to be provided under this Contract.

AMENDMENTS

The parties may amend this Contract by mutual agreement. Such amendments are not binding unless in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336 ("ADA") 28 CFR Part 35

The Contractor 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.

ASSIGNMENT

The Contractor must not transfer or assign this contract, or any claim arising under this contract, without prior written consent of the Agency.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party bears its own attorney fees and costs.

CALCULATION OF TIME

Unless otherwise specified, a time period prescribed in this Contract is in calendar days, begins to run the day after the date of the triggering act or event, and ends at 5:00 p.m. on the last day of the period. When the last day is a Saturday, Sunday, or legal holiday, the period of time ends at 5:00 p.m. on the next day that is not a Saturday, Sunday, or legal holiday.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may terminate this Contract for cause and without notice of need to take corrective action if the Agency finds that the Contractor is involved in a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute in connection with the procurement of or performance under this Contract. The Agency must provide the Contractor notice and an opportunity to respond to allegations prior to termination.

CONFIDENTIALITY/SAFEGUARDING INFORMATION

The Contractor must not use or disclose any information concerning the Agency for any purpose not directly connected with the administration of this Contract, except with prior written consent of the Agency or as may be required by law.

The Contractor must not release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons, including anyone not directly employed by Contractor, Confidential Information without the express written consent of the Agency or as otherwise required by law. The Contractor must protect Confidential Information, collected, used, or acquired in connection with this Contract against unauthorized use, disclosure, modification or loss. The Contractor must ensure its directors, officers, employees, subcontractors or agents use Confidential Information solely for the purposes of accomplishing the services set forth by this Contract.

Immediately upon expiration or termination of this Contract, Contractor will destroy all Confidential Information not required to be retained by professional standards.

Any breach of this provision may result in termination of the Contract and the demand for return of all Confidential Information. The Contractor indemnifies and holds harmless the Agency for any damages related to the Contractor's unauthorized use of Confidential Information.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this Contract are "works for hire," as defined by the U.S. Copyright Act, and owned by the Agency. The Agency is considered the author of such materials. To the extent the materials are not "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all materials, including all intellectual property rights, to the Agency effective from the moment of creation of such materials.

Materials in this provision means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Data includes, but is not limited to, all information that supports the findings, conclusions, and recommendations of the Contractor's reports, data extracts, reports or information provided by the Agency. Ownership includes, but is not limited to, the right to use, copyright, patent, register and the ability to transfer these rights.

For materials delivered under the Contract that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to publish, translate, reproduce, deliver, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor must exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract.

The Contractor must provide the Agency with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Agency has the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agents maintained by the Contractor for the purpose of securing business. In the event of Contractor's breach of this clause, the Agency has the right to annul this Contract without liability. In lieu of annulling the Contract, the Agency may deduct the full amount of such commission, percentage, brokerage or contingent fee from the Contract price or consideration.

CUMULATIVE RIGHTS AND REMEDIES

The rights and remedies of the Agency provided for in this Contract are cumulative and not exclusive. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies is available at law, regardless of whether the right or remedy is available at the time of Contract execution.

DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties' Contract Managers that cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director.

The request for a dispute hearing must:

1. Be in writing;
2. State the disputed issue(s);
3. State the relative positions of the parties;
4. State the Contractor's name, address, and Contract Number; and
5. Be mailed to the Director and the other party's (respondent's) representative within 3 days after the parties agree that they cannot resolve the dispute.

The respondent must send a written answer to the requester's statement to the Director and the requester within 5 days. The Director must review the written statements and reply in writing to both parties within 10 days. The Director may extend this period by notifying the parties.

This dispute process precedes any action in a judicial or quasi-judicial tribunal. Nothing in this Contract limits the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

Contractor must not charge the Agency for services and expenses that Contractor has charged or will charge to the State of Washington or any other party under any other contract or agreement. The Agency is not liable for payment of such charges.

ELECTRONIC SIGNATURES & RECORDS

An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

As previously certified in Contractor's bid, quotation and/or proposal submission, Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that during the term of this Contract, Contractor will not require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers as a condition of employment.

FORCE MAJEURE

Except for the obligation to pay amounts when due under this Contract, neither party will be liable to the other for damages due to a failure to carry out its obligations under this Contract when that failure is in whole or part caused by fire, hurricane, flood, earthquake, lightning, or other natural event or disaster, including an epidemic or pandemic; freight embargo; governmental or administrative prohibition; riot; strike (other than at the affected party's operations or that of its suppliers); acts of public enemies or terrorists; sabotage; or other events beyond that party's reasonable control (a "force majeure event"). A party affected by a force majeure event immediately shall notify the other, describing the event and estimating its duration. The parties shall cooperate in good faith to mitigate the effects of the force majeure event; provided, however, that, if Contractor is unable to perform in a timely fashion, the Agency may purchase replacement Goods or obtain substitute Services from another vendor without penalty, and those replacement Goods and substitute Services shall count towards any volume requirements in this Contract. Alternatively, Agency may elect to terminate the Contract.

GOVERNING LAW AND VENUE

This Contract must be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought in connection with this Contract is proper only in the Superior Court for Thurston County.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor must indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees, from and against all claims for injuries or deaths arising out of or resulting from the performance of this Contract. "Claim," as used in this Contract, means any financial loss, claim, suite, action, damage, or expense, including but not limited to attorney's

fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting thereby.

The Contractor's obligations to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless the State is not eliminated or reduced by any actual or alleged concurrent negligence of State and its agencies, officials, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents, or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend this Contract to create an independent contractor relationship. The Contractor and its employees or agents performing under this Contract are not employees or agents of the Agency. The Contractor will not hold itself out as, nor claim to be, an officer or employee of the Agency or of the State of Washington by reason of this Contract, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Contractor is solely responsible for conduct and control of the work.

INDUSTRIAL INSURANCE COVERAGE

The Contractor must comply with the provisions of [Title 51 RCW, Industrial Insurance](#). If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, the Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING, ACCREDITATION, AND REGISTRATION

The Contractor must comply with all applicable local, state, and federal licensing and accrediting requirements / standards, necessary in the performance of this Contract.

LIMITATION OF SIGNATURE AUTHORITY

Neither the Agency nor the Contractor will be liable to the other for special, consequential, indirect, or incidental damages, including without limitation lost profits, business opportunities or goodwill, as a result of its performance or nonperformance of this contract. The Agency's liability arising from this agreement shall not exceed the total amount of fees paid by the Agency to the Contractor under this agreement.

NONDISCRIMINATION & CIVIL RIGHTS

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Agency must give Contractor reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the Disputes clause set forth by this Contract.

OVERPAYMENTS AND ASSERTION OF LIEN

Contractor must refund to Agency any amount of overpayment or erroneous payment. The Agency may secure repayment, plus interest, by the filing of a lien against the Contractor's real property or by requiring Contractor to post a bond, assignment of deposit, or some other form of security acceptable to the Agency.

PROPRIETARY INFORMATION

The Agency is subject to chapter 42.56 RCW, the Public Records Act. This Contract and any documents Contractor submits to the Agency under this Contract is a public record as defined in RCW 42.56. If the Contractor submits any information to the Agency that the Contractor claims to be confidential or proprietary, Contractor must be clearly identify the information as such. To the extent consistent with chapter 42.56 RCW, the Agency will maintain the confidentiality of all such information marked confidential or proprietary. If the scope of a request made pursuant to RCW 42.56 includes the Contractor's proprietary or confidential information and the Agency intends to release the information, the Agency will notify the Contractor of the request and the date the records will be released to the requester. If Contractor desires to prevent disclosure, Contractor must obtain a court order enjoining disclosure. If the Contractor fails to obtain such court order, the Agency will release the requested information.

PUBLICITY

The Contractor must submit to the Agency all advertising and publicity matters relating to this Contract in which the Agency's identity is named, inferred, or implied. The Contractor must not publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECAPTURE

If the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the Agency reserves the right to recapture funds in an amount to compensate the Agency for the noncompliance.

RECORDS, DOCUMENTS, AND REPORTS

The Contractor must maintain books, records, documents and other evidence relating to this Contract and performance of the services described by this Contract, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under the Contract, are subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Agency, the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor is responsible for any audit exceptions or disallowed costs incurred by the Contractor or any of its Subcontractors.

The Contractor must retain all books, records, documents, and other materials relevant to this Contract for six years following the date of final payment. If additional litigation, claim or audit is started before the expiration of the six (6) year period, the Contractor must retain all records until all litigation, claims, or audit findings involving the records are resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor must comply with the Washington State law requiring registration with the Department of Revenue.

SEVERABILITY

The provisions of this Contract are severable. If any provision is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of the Contract.

SITE SECURITY

While on the Agency premises, Contractor, its agents, employees, or subcontractors must conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTS

The Contractor must not enter into subcontracts for any of the work contemplated under this Contract without prior written approval of the Agency. Contractor must prohibit Subcontractors from further subcontracting without prior written approval of the Agency. The existence of the subcontract does not operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts.

SURVIVAL

The terms, conditions, and warranties in this Contract that by their sense and context are intended to survive beyond performance, survive the expiration, cancellation, or termination of this Contract.

TAXES

The Contractor is solely responsible for payment of all taxes due on payments under this Contract. The Contractor is solely responsible for all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor.

TERMINATION OR SUSPENSION FOR CONVENIENCE

Either party may terminate or suspend this Contract for convenience, in whole or part, upon 10 days written notice. If this Contract is so terminated, the Agency is liable only for payments required under the terms of this Contract for services rendered or goods provided prior to the effective date of termination.

TERMINATION OR SUSPENSION FOR CAUSE

If the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency must notify the Contractor in writing of the need to take corrective action, unless such notice of corrective action is otherwise excused by this Contract. The Agency may suspend all or part of the Contract or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach or the time Contractor takes for corrective action. If the Contractor does not take required corrective action within 30 days, the Agency may immediately, or upon a date determined by the Agency, terminate the Contract. If so terminated, the termination is deemed a "Termination for Convenience" if the Agency determines that failure to perform was outside the control of the Contractor and the Contractor is not otherwise in default, at fault, or negligent.

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

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 Contract and prior to normal completion, the Agency may immediately terminate or suspend the Contract without advance notice. In lieu of termination or suspension, the parties may amend the Agreement to reflect the new funding limitations and conditions. If temporary federal or state

government shutdowns occur for any reason, the Agency may suspend this Contract or delay payments due under it without advance notice.

TERMINATION PROCEDURE

Upon termination of this Contract, the Contractor must deliver to the Agency any property specifically produced or acquired for the performance of this Contract in accordance with the Treatment of Assets provision.

The Agency must pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency and the amount agreed upon by the Contractor and the Agency for the following:

1. Completed work and services for which no separate price is stated;
2. Partially completed work and services;
3. Other property or services which are accepted by the Agency; and
4. The protection and preservation of property, unless the termination is for cause, in which case the Director will determine the extent of the liability. The Agency may withhold from any amounts due the Contractor such sum as the Director determines to be necessary to protect the Agency against potential loss or liability.

After receipt of a notice of termination, and except as otherwise directed by the Agency's Contract Manager, the Contractor must:

1. Stop work under the Contract on the date, and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agency's Contract Manager all of the rights, titles, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agency's Contract Manager to the extent he or she may require, which approval or ratification is final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent, if any, as directed by the Agency's Contract Manager, any property which, if the Contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work that has not been terminated; and
7. Take such action as may be necessary, or as the Agency's Contract Manager may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

TREATMENT OF ASSETS

Title to all property furnished by the Agency remains in the Agency. Title to all property purchased by the Contractor the cost of which the Contractor has been reimbursed as a direct item of cost under this Contract, passes to and vests in the Agency upon delivery of such property by the Contractor. The title passes to the Contractor only if the Agency specifically agrees to grant title in this Contract for asset(s) purchased.

Contractor must use any property furnished by the Agency only for the performance of this Contract, unless otherwise provided by this Contract or approved by the Agency in writing.

Contractor must return property to the Agency in same condition as when it was furnished to the Contractor, normal wear and tear excepted. The Contractor is responsible for any loss or damage to property of the Agency that results from the Contractor's negligence or the Contractor's failure to maintain the property in accordance with sound management practices.

If any Agency property is lost, damaged or destroyed, the Contractor must notify the Agency and take all reasonable steps to protect that property from further damage.

The Contractor must surrender to the Agency all property of the Agency upon completion, termination or cancellation of this Contract.

All reference to the Contractor under this clause includes any employees, agents or Subcontractors.

U. S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>. Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: 1) make a determination of "reasonability" before taking the positive match to a higher authority, 2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, 3) comply with an OFAC investigation, if required, and/or 4) if the positive match is substantiated, notify the Contractor in writing and terminate the Contract according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

WAIVER

Failure to insist on strict performance by either party does not constitute a waiver of the other party's obligations. Waiver of any right must be in writing and signed by an authorized representative of the party waiving the right.

Attachment B

STATEMENT OF WORK

NOTE: Services, Funding, Commitment, Additional Details, and Documents will vary based on each Contractor’s award type and proposal details. See RFP for required data collection and additional details.

Background. To respond to sustained high rates of food insecurity related to the COVID-19 pandemic, WSDA will support Contractor’s work to procure and distribute emergency food boxes and/or emergency food box equivalents and/or supplemental emergency food to hunger relief organizations, including organizations that serve black, indigenous, people of color (BIPOC) and other socially disadvantaged communities. This Statement of Work describes the services that Contractor will perform through June 30, 2023.

Services. The Contractor will perform the following services:

1. ...
2. ...

Schedule. The parties anticipate that the Contractor will perform services under this Statement of Work until the earlier of June 30, 2023 or the exhaustion of the funding commitment set forth below.

Funding Commitment. WSDA has committed \$XX for compensation to be paid to the Contractor for its satisfactory performance of services under this Statement of Work. The Contractor will not be obligated to perform any services, and will be not compensated for services, that do not fall within that funding commitment.

Additional Details.

1. ...
2. ...

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

Document	Due Date	Applicable Fee
Documentation of services rendered in prior month, including: - ... - ...	Monthly on the 15 th	\$ X / food box \$ X / pound of bulk food <i>Rates are inclusive of all costs including freight, procurement fees, and last-mile distribution service and handling fees</i>
WeFeedWA Pilot Food Program quarterly report, including: - ... - ...	October 31, 2022 January 31, 2023 April 30, 2023 July 15, 2023	N/A