

AGENCY CONTRACT AGREEMENT

Date: _____

Name of Partner Agency: _____

Agency Mailing Address: _____

City: _____ **Zip Code:** _____

Agency Phone: _____ **County Serving:** _____

Primary Contact:

(Program Director: will be responsible for communicating with food bank and placing online orders)

Name: _____

Email: _____

Phone Number: _____

Physical Address of Distribution Site: _____

Secondary Contact:

Name: _____

Phone Number: _____

Email: _____

Authorized Persons allowed to pick-up on behalf of your agency. This includes people who help load or drive. If you need to add additional people, you may do so on a separate sheet of paper and attach it to the back of this page.

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Program Requirements

Agree to and will comply with the following criteria of a partner agency of the Middle Georgia Community Food Bank (MGCFB).

Read and initial each statement verifying you have read and understand the Middle Georgia Food Bank program requirement(s).

1. Must have an active 501(c)(3) tax-exempt status with the Internal Revenue Service, provide a copy with your application or a Church Qualifier and a \$65.00 application fee. **Initial** _____
2. Must have at least one volunteer/staff member ServSafe Certified. **Initial** _____
3. Must not sell, trade, transfer, barter, offer for sale *or solicit donations for any product including USDA/TEFAP Commodities and/or other donated food products and/or non-food products* supplied by the Food Bank in exchange for money, property, or services, or otherwise allow the items to reenter commercial channels without express approval by the Middle Georgia Community Food Bank. This restriction applies to any exchange of individuals or other organizations. If violated the agency will be suspended, remaining product will be confiscated, and no refund will be issued. **Initial** _____
4. Must not require I.D. or any other identifiable documentation to receive food, i.e. social security card, driver's license, proof of income, etc. **Initial** _____
5. Must serve and remain within MGCFB 24-county area, including Baldwin, Bibb, Bleckley, Crawford, Dodge, Dooly, Houston, Jasper, Jones, Lamar, Laurens, Macon, Monroe, Peach, Pike, Pulaski, Taylor, Telfair, Treutlen, Twiggs, Upson, Wilcox, Wheeler, Wilkinson. **Initial** _____
6. Must provide service to clients needing food assistance whether they reside in the county you serve or within MGCFB 24-county service area. **Initial** _____

7. All payments must be made by check with agency information preprinted on it at the time of pickup. Only after 6 consecutive months of shopping, a partner agency can charge. We do not accept cash, money orders, cashier checks or credit cards. **Initial** _____
8. Payment is due within 30 days of receipt of goods. If payment is not received within 60 days your agency will be suspended until the account is paid for in full. In the case of a returned check, an agency will be put on 6 month probationary plan that requires each order be paid for, in full, prior to order pickup or delivery. **Initial** _____
9. Must distribute/serve the product within 90 days from the time of pickup to provide maximum palatability. No stockpiling and/or hoarding products. **Initial** _____
10. Must have adequate refrigeration and storage space to ensure the safety and wholesomeness of the food including USDA/TEFAP Commodities and all other donated products until used on site, and/or distributed. All dry goods must be stored on shelves that are 4"-6" off the floor in a climate-controlled room and free from infestation. All products (dry/refrigerated/frozen) must be separated and labeled on the shelf in these categories; GNAP, USDA, Locally Donated. **Initial** _____
11. Must be licensed by the State, County, and/or City as a food service establishment according to the service it provides – if applicable. **Initial** _____
12. Must provide adequate transportation to ensure only one trip from the MGCFB is necessary. If bringing multiple vehicles, only one vehicle is to be in an assigned spot at a time. **Agencies must use a cooler, freezer blanket, or other temperature control device to transport frozen and refrigerated items, if the agency is traveling more than 30 minutes.** It is recommended that food be covered by a tarp or in a covered vehicle when leaving MGCFB. MGCFB is not responsible for any lost or damaged products during transportation. **Initial** _____
13. If an agency requires more than one pickup, there will be a \$25.00 fee added to the order. If an agency is late 30 minutes or more without notifying the MGCFB, they will be charged a \$25.00 LATE FEE. **If an agency needs to cancel or reschedule their order, they must notify the MGCFB within 24 hours prior to their scheduled pick up to avoid being charged a \$75.00 restocking fee.** Exceptions will be made for inclement weather, natural disasters and/or traffic

issues. Three no shows within a twelve-month period will result in agency membership being suspended. **Initial** _____

14. Must agree to be monitored by the food bank representatives, with or without prior notification. **Initial** _____

15. Must agree to support the operations of the Middle Georgia Community Food Bank with the current shared maintenance fee of 0.19 cents per pound for food received. Fees are subject to change without notice. **Initial** _____

16. Must maintain a file of all **Middle Georgia Community Food Bank** invoices for one year. **Initial** _____

17. Must maintain food distribution records for three (3) years. **Initial** _____

18. Must not deny access to donated product, USDA/TEFAP Commodities and/or other food products based on the following statement: **Initial** _____

The basis U.S. Department of Agriculture (USDA) prohibits discrimination on the bases of race, color, national origin, age, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <http://www.ascr.usda.gov/complaintfilingcust.html>, at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all the information requested in the form. Send your completed complaint form or letter by mail, at U.S. Department of Agriculture, Office of Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442, or email at program.intake@usda.gov

USDA is an equal opportunity provider and employer.

19. All State Agencies, local agencies, or sub-recipients (Participating Agencies of the Middle Georgia Community Food Bank) are required to post, in plain sight at the partner agency location, and incorporate the preceding USDA Non-Discrimination Statement and the Civil Rights Complaint of Discrimination criteria into all materials, sources, including websites used to inform the public about Food and Nutrition Services and Child Nutrition Programs. **Initial** _____

Revised 9/16/24

20. All statistical reports are due by 5:00 p.m. on the 5th calendar day of every month. Non-compliance will result in suspension of your agency until the submission date of the following month. **Initial** _____
21. All visitors must check in at the front desk PRIOR to pulling into a spot. Only authorized representatives are allowed to pick up food. No one is allowed in the warehouse. Everyone must remain in the loading area.
22. All agencies must check out, pay, and sign your invoice to have your order confirmed. This will be the time to let the front desk know of any NECESSARY changes to your order. After your agency has left, changes cannot be made to your order. **Initial** _____
23. Agencies must order no less than once a quarter to remain an active agency. **Defined as once every three consecutive months.** If not, the agency will be placed inactive. A partner agency in inactive status for 6 months or more will need to re-apply and pay the \$65.00 reinstatement fee, to become a partner agency. Agencies must be open at least once per month. **Initial** _____
24. Agencies that are approved by MGCFB for retail pickups must also order once per quarter. **Defined as once every three consecutive months.** Retail pick-up agencies must have a scale to weigh products picked up. A retail pickup donation form must be kept on file and pounds received from retail pick-up must be submitted via Primarius weekly by the agency. **Initial** _____
25. Partner agencies that host a Mobile Pantry must also order at least once per quarter. **Defined as once every three consecutive months.** All food that is delivered for a Mobile Pantry must be distributed the same day. No food is to be kept or held back to distribute later or distributed through your own food pantry. If a food pantry violates this requirement, they will no longer be eligible to host Mobile Pantries. **Initial** _____
26. Partner agencies that host Mobile Pantries must host their own food pantry distribution on a different day and time than the Mobile Pantry distribution. They cannot be done in conjunction with one another. **Initial** _____

27. If there are any changes within the agency, partner agencies must submit a completed Amendment Form to the Middle Georgia Community Food Bank within 30 days. **Initial** _____
28. If a partner agency has more than one program, it is recommended that each program have a different coordinator in charge. The food must be stored separately for each program, as well. MGCFB Agency Relations Manager can provide further details on the various MGCFB programs. **Initial** _____
29. Each pantry must have an established day, time and location for food distribution and assistance, which needs to be indicated on signage posted outside their location. It is recommended that each pantry be able to provide emergency food assistance outside of their established pantry hours. Agencies must notify MGCFB Agency Relations Manager of any changes to distribution schedule. **Initial** _____
30. Partner agencies cannot add or remove items from their online order once it has been submitted. It is recommended that the agency carefully review the order prior to submission. **Initial** _____
31. Agencies must verify their order at pickup, prior to leaving MGCFB dock. There will be NO credits, product replacement, or refunds issued once the Partner Agency has left Middle Georgia Community Food Bank premises. By signing the invoice, you agree that you have received the correct products. **NO EXCEPTIONS.** **Initial** _____
32. Agencies must report to **MGCFB** the pounds received from donations, special coordinated events, and retail pick-ups to comply with Feeding America monthly reporting requirements. **Initial** _____
33. Agencies that remain in suspended or inactive status for a period of six months or longer will be required to apply as a new agency and pay the \$65 application fee prior to becoming reactivated. **Initial** _____
34. In the event a partner agency must close its operations, Middle Georgia Community Food Bank must be notified in writing and will guide the organization through a closure process. No refunds for food products will be given. MGCFB staff will determine whether remaining food products can be used by another partner agency in the same county, select the agency to receive the products, and coordinate transferring the food as a donation from the closing agency to an active agency that can properly distribute and report the distribution. **Initial** _____
35. No refunds will be given if terminated for violating our contract. **Initial** _____

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ALL AGENCIES MUST COMPLETE THE FOLLOWING INFORMATION:

Do you have a FEDERAL tax-exempt status under SECTION 501(c)3? _____

If your agency is under an umbrella of another 501c3, we will need a copy of your umbrellas 501c3 and group ruling. Please attach the required documentation to the contract.

FEDERAL EMPLOYEE IDENTIFICATION NUMBER: _____

This is the tax identification number provided by the IRS for tax purposes only. This is not your 501c3. Please attach required documentation.

Please describe your general program in the space below (or attach agency brochure):

What are your funding sources? _____

When did you begin providing the services described above? _____

How did you hear about the Middle Georgia Community Food Bank? _____

FEEDING PROGRAM INFORMATION

Check **ONLY** category(s) describing your program:

- (A) **Emergency Food Pantry** (Provide groceries to those in need of food assistance. It is recommended that the pantry is able to provide emergency food assistance outside of established pantry hours).

- (B) **Residential Program** Provide prepared meals to individuals currently in these programs, including Detox, Half-Way Homes, Group Homes, Day Activities Programs, Homeless Shelters.
- (C) **Soup Kitchen** Provide prepared meals to Homeless and/or individual and families in need.
- (D) **Backpack Program** Provide food for school age children for weekend meals during the school year.
- (E) **Afterschool Program** Provide free meals and/or snacks for school age children at designated sites outside of school hours.

*****DEPENDING ON WHICH CATEGORY INDICATED ABOVE, PLEASE COMPLETE THE CORRESPONDING SECTION*****

(A) EMERGENCY FOOD PANTRY (Fill out **only** if you checked box "A")

1. HOURS: List days and hours you open to distribute.

Monday	_____	Tuesday	_____
Wednesday	_____	Thursday	_____
Thursday	_____	Saturday	_____
Friday	_____		
Sunday			

2. What areas do you serve? _____

3. Approximately how many families per month are you serving? _____
 What % of families served have children? _____

4. Do you accept walk-ins? _____ Referrals? _____ Appointments?
 _____ Do you deliver? _____ If so, how often?

5. What are your eligibility guidelines? _____

6. Per Feeding America you may not require people to attend church services or work in exchange for food and/or solicit donations from the people you assist. **Initials** _____

7. Do you keep records of your client information (date/name/number in household/reason for need)? _____

8. What foods do you provide or plan to provide (check appropriate food)?

- canned goods frozen foods dry goods (rice, cereal, etc.)
 perishables (dairy, fresh fruit, etc.) meats (fresh/frozen)

9. How many meals are provided per person? _____ For how many days? _____

10. Do you have a Refrigerator? _____ Location? _____
Freezer? _____ Location? _____

11. Present sources of food: _____% donated _____% purchased

12. How many volunteers does your program utilize monthly? _____

13. How many staff members are ServSafe Certified? _____
(Provide copies of the certification)

(B) RESIDENTIAL PROGRAMS (Fill out *only* if you checked box "B")

1. Which meals do you serve?

- breakfast lunch dinner snacks

2. Name of the person in charge of food preparation: _____

3. Are any of your meals catered? _____ If so, by whom?

4. What percentage of your food is donated? _____ Purchased? _____
5. What days do you serve meals? _____
6. How many individuals are in your program? _____ Ages:

7. What percentages of your clients are low-income and/or eligible for government aid? _____
8. Do you charge for meals? _____
9. Are you licensed? _____ If so, by whom? _____ Lic. #: _____
10. How many staff members are ServSafe Certified? _____
 (Provide copies of the certification)
11. Do you have a Refrigerator? _____ Location? _____
 Freezer? _____ Location? _____

(C) SOUP KITCHENS (Fill out **only** if you checked box "C")

1. What days and times do you serve meals?
 breakfast lunch dinner snacks

2. Which meals do you serve?

Monday _____	Friday _____
Tuesday _____	Saturday _____
Wednesday _____	Sunday _____
Thursday _____	

3. Persons in charge of food preparation: _____

4. How many individuals are served per meal? _____

What ages? _____

5. What percentage of your guests are low-income? _____

6. Do you charge for meals? _____

7. Do you have a health certificate from the local Board of Health, licensing you to serve public meals? _____

Certificate #: _____

8. Do you have a Refrigerator? _____ Location? _____

Freezer? _____ Location? _____

9. What percentage of your food is donated? _____ Purchased? _____

10. How many volunteers does your program utilize monthly? _____

11. How many staff members are ServSafe Certified? _____

(Provide copies of the certification)

(D) BACKPACK PROGRAM (Fill out **only if you checked box "D")**

BackPack Agencies are not entitled to order Frozen or Refrigerated products.

1. List all schools you currently provide food to? _____

2. Must have a letter on school letterhead signed by the school Principal outlining the agreement. Must attach a signed letter. _____

3. How many children are served in your program? _____

4. Do you provide food during summer months? _____

In what way? _____

5. How many volunteers does your program utilize monthly? _____
6. Does your agency have specific volunteers assigned to the various schools?

If yes, please list their name and school they are assigned to.

7. How many staff members are ServSafe Certified? _____
(Provide copies of the certification)

(E) AFTER SCHOOL PROGRAM (Fill out **only** if you checked box "E")

1. List all schools you currently service? _____

2. How many children are served in your program? _____
Age Range: _____
3. Do you provide food during the summer months? _____
In what way? _____
4. Do you charge for meals? _____
5. How many volunteers does your program utilize monthly? _____
6. Do you have a Refrigerator? _____ Location? _____
Freezer? _____ Location? _____
7. What percentage of your food is donated? _____ Purchased?

8. How many staff members are ServSafe Certified? _____
(Provide copies of the certification)

MIDDLE GEORGIA COMMUNITY FOOD BANK, INC. DONEE RELEASE.

Whereas, the Middle Georgia Community Food Bank, Inc. has offered to provide and supply certain food and related items, as available, herein after referred to as “donor” **(Agency Name)** _____, a 501(c)(3) charity or having used a Church Qualifier which is recognized by the IRS as having Church Status, hereinafter referred to as “Donee”, whereas, donee has warranted to the Middle Georgia Community Food Bank that all items received will be duly inspected by a qualified member of the staff and found fit for human consumption, or they will not be accepted, Therefore, Donee hereby warrants, represents and guarantees as following:

1. That it has been awarded the status of a 501(c)(3) charity or church qualifier.
2. That the Middle Georgia Community Food Bank and the primary donor has specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness of consumption of any or all such donated items.
3. That all items accepted are accepted in “as is” condition.
4. That Donee will utilize employees or volunteers having sufficient training, experience, and expertise in the evaluation, handling preparation, and feeding of donated items to judge safely and properly, handle, prepare and serve them.
5. That Donee, because of the qualifications of its personnel, as above specified, hereby accepts full responsibility for the purity and fitness for human consumption of all items accepted.
6. That Donee will serve the product as soon as possible, to provide maximum palatability.
7. That Donee hereby warrants and guarantees to the Middle Georgia Community Food Bank, to the primary donor and to Feeding America that will hold them harmless from all liabilities, claims, losses, whatsoever arising out of or attributed any action by Donee in connection with its storage and/ or use of the items supplies to it by the Middle Georgia Community Food Bank.
8. That Donee will use the items only in a use related to its exempted purpose and solely for the feeding of the needy, ill and infants.
9. The Donee will neither offer for sale, sell, transfer nor barter the items supplied by the Middle Georgia Community Food Bank in exchange for money, other properties, or services.

10. Any restriction placed on the use or distribution of products by the donor, such as restriction of food to use in meals prepared on the premises of the Donee organization, will be strictly adhered to.

The undersigned hereby warrants that he/ she is a legally authorized agent of the Donee, whose name appears below, and by his/ her legal signature does hereby bind it to the terms, conditions, and limitations of this document of release dated this _____ day of _____, 20_____.

Signature of Donee

Print Name

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative (Print)

Signature

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No Procurement List (Telephone 202/2450729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Signature Page

Middle Georgia Community Food Bank (MGCFB)
4490 Ocmulgee East Boulevard
Macon, Georgia 31217 FAX: 478-742-8735

Signature: _____ **Date:** _____

Participating Agency Director

Signature: _____ **Date:** _____

MGCFB Representative