



Distribution Services Agreement Addendum

Effective September 7, 2021

1. **Agreement to Distribute:** North Texas Food Bank (NTFB) is committed to eliminating partner handling fees to remove barriers to food access and to enable our agency partners to serve more food-insecure neighbors. In addition, NTFB is committed to providing standardized distribution services to support network growth initiatives.
In support of these commitments, NTFB agrees to distribute donated, purchased, and prepared food to the Partner Agency (“Agency”) per this Distribution Services Agreement (“Agreement”). This Agreement is expressly conditioned on the Partner Agency’s acceptance of its contents.
2. **Order Lead Times:** NTFB makes every effort to distribute all orders complete and on time. Agency’s adherence to order lead times is necessary to enable successful distribution. Order Lead Time is the number of days from when the Agency submits the order in Agency Express to the requested delivery/pick-up date.
 - a. Orders must be in “Acknowledged” status in Agency Express 3 business days prior to delivery/pickup date (end of workday). For example, an order for delivery on Friday must be in Acknowledged status in Agency Express by end of workday Tuesday.
 - b. Orders cannot be placed more than 14 workdays in advance of delivery. The *recommended* order lead time is 7 days prior to delivery/pickup date.
3. **Delivery Days/Standing Appointments:** In order to balance order volumes and optimize delivery routes, standing appointments are required for Flex Hub/Group Delivery locations and direct delivery to agencies. A standing appointment is a designated day of the week and time when product will be delivered or available for pick-up.
4. **Agency Pick-Up:** “Agency Pick-up” is defined as an Agency coming to NTFB Perot Family Campus (PFC) located at 3677 Mapleshade Lane, Plano, 75075 to pick-up their order in an Agency designated vehicle and transport it directly to the approved Agency.
 - a. Pick-up is mandatory for agencies that are located 10 miles or less from the NTFB PFC location unless the agency’s annual volume of food is 500,000 pounds or greater. The agency’s volume of food will be evaluated annually (network wide).
 - b. Agency must pick-up the order on the date scheduled. Orders that are not picked up within 24 hours after the pick-up date will be considered abandoned/refused and a restocking fee will be charged. (See Restocking Fee in section 16 for details.)
 - c. See the *Partner Agency Guidebook 2021, Section 4* located on the NTFB website in Partner Resources for additional requirements for distribution via pick-up.
5. **Direct Delivery to Agency:** “Direct Delivery to Agency” is defined as an Agency receiving products from a North Texas Food Bank truck delivered directly to the agency location. NTFB will provide direct delivery to Agency if one of the following requirements are met:
 - a. Agency meets an annual minimum order volume of 500,000 pounds. The agency’s volume of food will be evaluated annually network wide.
 - b. Agency is in an area that is serviced by direct delivery only and the order is 2,500 pounds or greater.
6. **Delivery Requirements for Standard Service:**
 - a. Location –
 - i. NTFB must approve the location for Agency delivery to ensure sufficient space and safe clearance for the NTFB vehicle and unloading.

NTFB Distribution Services Agreement
Effective Date September 7, 2021

- ii. In most cases, deliveries will be made to the threshold of the agency's facility door. However, if the driver deems this area to be unsafe the driver will determine the closest point to the facility door and place the pallets where they can be safely dropped.
 - iii. If the agency has a dock, the driver will bring the pallets into the warehouse to a point where the pallets can be safely unloaded.
- b. Safety -
- i. To ensure the safety of Agency staff, volunteers, clients, and NTFB driver, Agency must ensure all the area used at the time of delivery (e.g., parking lot, sidewalks) must be accessible and clear to enable the safe handling of vehicle and equipment.
 - ii. No deliveries will be made in a manner deemed unsafe by the driver. Examples include transferring pallets from a liftgate to any non-fixed surface such as a trailer or stairs, moving equipment over wooden floors or floors with a slick surface.
 - iii. If anything prevents the safe handling of the vehicle or equipment it must be moved promptly or the delivery will not be made; in this case, the product will be returned and designated as an abandoned/refused order and a restocking fee will be charged. (See Restocking Fee in section 16 for details.).
 - iv. See the *Partner Agency Guidebook 2021, Section 4* and *Delivery Safety Rules Illustration* located on the NTFB website in Partner Resources for additional information for distribution via delivery.
7. **Delivery Requirements for Non-Standard Service:**
- a. Delivery requirements that are not considered a standard service (see Section 6) are considered non-standard services.
 - b. Non-standard services must be approved in advance and will be charged a Non-Standard Service Fee. See section 16 "Fees" for additional information.
8. **Agency Receiving Requirements upon Delivery:**
- a. Agency will have an authorized contact who can receive a delivery-related telephone call from NTFB.
 - b. Agency will have a designated representative ("Receiver") at the time of delivery. The Receiver is expected to remain present throughout the duration of the delivery.
 - c. The Receiver, or another Agency designated representative, will sign the NTFB invoice copy validating that the product was received.
 - d. Agency is responsible for unloading the product from the pallets and storing the food per Food Safety and Safe Handling Guidelines (*Partner Agency Guidebook 2021, Section 5*)
 - a. Agency has 24 hours to confirm the items received versus the items requested on their order. Agency should create a NTFB Help Desk ticket (<https://www.ntfb.org/agency-zone>) to communicate any discrepancies.
9. **Flex Hub/Group Delivery:** A "Flex Hub/Group Delivery" is a centralized location where several Agencies meet the NTFB truck at a designated place, day of the week, and time. There is no minimum order (pounds) for an agency participating in a Flex Hub/Group Delivery.
- a. Each Agency is responsible for picking-up their order in full and "as is" upon the NTFB truck's arrival and transporting it to the Agency location, adhering to Food Safety and Safe Handling Guidelines (*Partner Agency Guidebook 2021, Section 5*)
 - b. All agencies are expected to remain at the Flex Hub/Group Delivery distribution site until all the orders have been picked-up. It is the responsibility of the agencies collectively to remove all trash related to the distribution from the Flex Hub/Group

NTFB Distribution Services Agreement
Effective Date September 7, 2021

Delivery site. The drop site must be cleaned of all abandoned or discarded materials before the NTFB truck and agencies depart the location.

- c. If Agency is not able to pick up the order at the designated time and date, the agency is responsible for calling NTFB and the Flex Hub/Group Delivery Site Coordinator as soon as possible to make an alternative arrangement if possible and at a potential fee.
- d. If Agency is not able to take possession of the order that has been delivered to the Flex Hub/Group Delivery site, the product will be made available to the other agencies at the Flex Hub/Group Delivery location. The Agency will be charged a restocking fee for any product returned to NTFB. See section "Fees" for information on restocking fees.
- e. Agencies that repeatedly abandon their orders or are unwilling to support trash removal from the site will be converted to pick-up distribution from PFC only.

10. Expedited New Order or Order Modification Requests:

New orders or order modifications that are requested with less than 3 business days prior to delivery or pick-up are considered "expedited orders" and must be approved by NTFB. Every effort should be made to seek an alternative solution to an expedited order.

- a. If approved, expedited new orders or requests to add quantity or new items to an existing order will be subject to a Non-Standard Service Convenience Fee.
- b. Requests to remove items from an existing order will be subject to a Restocking Fee.
- c. See section "Fees" for information on Convenience Fees for expedited orders and Restocking Fees.

11. Single Order per Delivery/Pick-Up: When an order for a designated delivery day has been submitted in Agency Express and is in "Acknowledged" status, no new orders for that delivery date should be created. The order can

be edited up to end-of-business 3 business days prior to delivery, or until the order is in "Released" status. Agency should only have one order per delivery date.

12. Cancellations: If an Agency chooses to cancel an order, it must be done in "Acknowledged" status in Agency Express no less than 3 business days prior to delivery. For example, an order for delivery on Friday must be cancelled by the end of business on Tuesday.

- a. If Agency chooses to cancel an order less than 3 business days prior to delivery or pick-up, Agency must contact NTFB via the Help Desk to process the cancellation.
- b. A restocking fee will be charged for cancelled orders that are in "Released" status in Agency Express. Orders in this status have begun the order fulfillment process.

13. Abandoned/Refused Orders: If Agency does not take possession of their order at the time of distribution, it will be considered "Abandoned/Refused".

- a. The Agency will be charged a restocking fee for all product returned. See section "Fees" for information on restocking fees.
- b. If Agency repeatedly abandons/refuses their orders, Agency will be converted to pick-up distribution from PFC only and/or the relationship with NTFB will be re-evaluated.

14. Return/Rejection Policy: NTFB makes every effort to ensure quality products are distributed. NTFB uses the USDA guidelines for food distribution.

- a. Product returns for food items past the date on the package but are compliant with Feeding America or USDA out-of-date food distribution guidelines for distribution will not be permitted. See *Food Quality Criteria 101* on the NTFB website in Partner Resources for additional information.
- b. Rejections due to over-ordering will be considered non-approved

NTFB Distribution Services Agreement
Effective Date September 7, 2021

- returns/rejections and will result in a Restocking Fee (see section "Fees").
- c. Much of the produce that NTFB receives is donated and is variable in quality. Anticipate that some of the produce may need to be discarded. Please refrain from refusing consumable produce.
 - d. Assorted pallets of donated items - In Agency Express, agencies may select (as a unique item number) boxes of assorted food items which NTFB receives from donations. These are pallets of assorted products which offer a variety of items not normally available. Agency should allow up to 20% of the products to be discarded. These items cannot be returned.
15. **Damaged product:** Items damaged upon delivery due to loading/unloading or damaged during transportation may be refused with no fee.
16. **Fees:** NTFB strives to provide standard distribution services at no cost to Agencies. If non-standard services are needed, Agency may voluntarily opt to receive the service at a set fee.
- a. Convenience Fees – distribution services for non-standard services offered may be received for a Non-Standard Service Convenience Fee of \$250 per service. The following is a list of non-standard services offered for a Convenience Fee:
 - i. Approved direct delivery in a designated pick-up area (10 miles or less from the PFC campus). When transitioning from direct delivery to pick-up, a transition time of 6 months will be allowed. During the transition time each delivery will be charged a Non-Standard Service Fee of \$250.
 - ii. Approved direct delivery for an order less than 2,500 pounds in an approved direct delivery area.
 - iii. Approved direct delivery in a designated Flex Hub/Group Delivery location. When transitioning from direct delivery to Flex Hub/Group Delivery, a transition time of 6 months will be allowed. During the transition time each delivery will be charged a Non-Standard Service Fee of \$250.
 - iv. Approved incremental services provided by the driver at point of unloading. A current Delivery Release and Waiver of Liability must be on file for additional services to be performed at the Agency site.
 - v. Expedited new orders or requests to add quantity or new items to an existing order with less than 3 business days prior to delivery or pick-up (see section 10).
- b. Restocking Fees: a restocking fee of the greater of \$250 flat fee or \$.08 per pound of the returned items will be charged when items need to be restocked in inventory for the following reasons:
- i. Cancelled orders less than 3 business days prior to delivery or pick-up (see section 12)
 - ii. Abandoned/Refused Orders (see section 13)
 - iii. Non-approved returns/rejections (see section 14)
 - iv. Order modifications resulting in restocking (see section 10)
- c. NTFB may elect to charge or waive a fee based upon a specific business situation or situations outside of NTFB's or Agency's control (such as extreme weather events).
17. The Distribution Services Agreement Addendum will be reviewed at minimum annually and is subject to change.